

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Grant Expenditures		\$ 200,000			
Operating Costs					
External Revenues					
Program Income					
In-Kind Match					
NET FISCAL IMPACT		\$ 200,000			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No

Does this Item include the use of Federal funds? Yes No X

Budget Account No.:

Fund 1539 Dept 143 Unit 1129 Object 8201 Program Code/Period N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of this agenda item will allocate \$200,000 in General Fund Ad Valorem dollars.

C. Departmental Fiscal Review: 
Beverley Reid, Fiscal Manager I

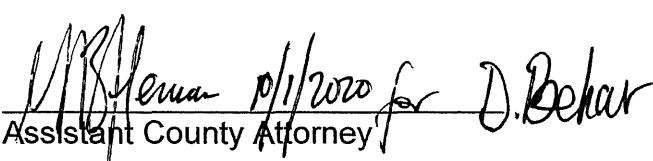
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 9/25/2020
OFMB Pat

 9/30/2020
Contract Development and Control
9-30-20 TW

B. Legal Sufficiency:

 10/1/2020 for D. Behar
Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY**

This Interlocal Agreement ("Contract") with an effective date of October 1, 2020, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Florida Atlantic Research and Development Authority, a special district created by Broward and Palm Beach counties whose public purposes includes the development, operation, management and financing of research and development parks in affiliation with one or more institutions of higher education, organized under Part V Chapter 159 of the Florida Statutes and authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

Pursuant to Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," and in consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the creation and development of emerging technology-based businesses through the Research Park at Florida Atlantic University's Technology Business Incubator (TBI), as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Sherry L. Howard, Deputy Director, Department of Housing & Economic Sustainability, telephone number: (561) 233-3653, email: showard@pbcgov.org.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Andrew Duffell, President, telephone no. (561) 416-6092 ext. 1402, email: aduffell@research-park.org.

The CONSULTANT shall, within thirty (30) days of the date of this Agreement, obtain a DUNS number, or update its existing DUNS record (DUNS means Dun and Bradstreet Data Universal Numbering System), register with the Central Contractor Registration (CCR) at www.ccr.gov, and shall provide written evidence to the COUNTY that it has timely done so. The COUNTY'S receipt of such written evidence shall be a prerequisite to the CONSULTANT'S receipt of any payments under this Agreement.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2020, the Effective Date and complete all services by September 30, 2021.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed Two Hundred Thousand Dollars (\$200,000.00) Dollars. During the term of this Contract, the CONSULTANT will bill the COUNTY on a monthly basis in eleven (11) equal payments of Sixteen Thousand Six Hundred Sixty-six Dollars (\$16,666.00) and the (1) final payment of Sixteen Thousand Six Hundred Seventy-Four Dollars (\$16,674.00). Invoices shall be accompanied by monthly status reports as detailed in Exhibit "A". This monthly status report shall consist of fully executed copies of Invoice Cover Sheet (Exhibit "B"), Business Service Record (Exhibit "C"), Cumulative Job Creation (Exhibit "D"), and Monthly Narrative Report (Exhibit "E").

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty (40) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 – SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek small business enterprises, as certified by the County ("SBE") for participation in subcontracting opportunities and shall aspire to obtain at least 20% SBE participation in connection with this Contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. CONSULTANT is not authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract, to the extent required by law.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 – INSURANCE BY CONSULTANT:

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), CONSULTANT represents that it is a political sub-division of the State of Florida subject to the limitations of 768.28, Florida Statutes as amended. CONSULTANT shall maintain a fiscally sound and prudent liability program with regard to its obligations under this Agreement. When requested, CONSULTANT shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Should CONSULTANT contract with a third-party to perform any service related to the Agreement, CONSULTANT shall require such third-party to provide the following minimum insurance:

- a. Commercial General Liability insurance with minimum limits of \$500,000 combined single limit for property damage and bodily injury per occurrence and \$1,000,000 per aggregate. Such policy shall be endorsed to include Palm Beach County and Florida Atlantic Research and Development Authority as Additional Insureds.
- b. Business Automobile Liability insurance with minimum limits of \$500,000 combined single limits for property damage and bodily injury per occurrence.
- c. Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- d. Professional Liability insurance, for any sub-consultant(s) with minimum limits of \$1,000,000 each claim.

ARTICLE 11 – INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 – NONDISCRIMINATION

The CONSULTANT acknowledges that the County is committed to assuring equal opportunity in the award of grants or contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of this Contract, including any renewals thereof, all of its employees are treated equally during employment with regard to race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered cause for termination of this Contract.

In furtherance of such policy, the CONSULTANT shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Contract. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Contract.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 – NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Sherry Howard, Deputy Director
Department of Housing & Economic Sustainability
100 Australian Avenue - Suite 500
West Palm Beach, Florida 33406

With copy to: David C. Behar, Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Ave., Suite 601
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Andrew Duffell, President
Research Park at Florida Atlantic University
3651 FAU Boulevard, Suite 400
Boca Raton, Florida 33431

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26, Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - PUBLIC RECORDS

Notwithstanding anything contained herein to the contrary, the CONSULTANT acknowledges that its records relating to this Contract may constitute public records for the purposes of Chapter 119, F.S., and agrees that it will comply and maintain such records in accordance with Florida's public records laws. To that end, CONSULTANT agrees that it will:

- A. Upon request from the COUNTY, provide the COUNTY with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Procedures and Fees for Public Record Requests, as it may be amended or replaced from time to time.
- B. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- C. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the Consultant unless notified by COUNTY'S representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to the COUNTY, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to the COUNTY.
- D. The parties agree to ensure that any confidential and exempt, or otherwise legally protected information shall not be disclosed except as authorized by law.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein. This section on public records shall survive the expiration or earlier termination of this Contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT (561) 355-6680.

ARTICLE 31 - INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Contract by reference.

ARTICLE 32 - REPORTS

- A. All reports shall be submitted to the County, postmarked no later than fourteen (14) days after the end of the reporting period, as outlined in the Exhibits contained herein. The reports shall be to the satisfaction of the County and be subject to verification. The County reserves the right to request additional reports from the CONSULTANT, for any previous periods funded by the County upon ten (10) business days' notice. The final report produced and submitted by the CONSULTANT will reflect quarterly and cumulative figures.

- B. The AGENCY agrees that HES shall carry out at least one annual monitoring and evaluation activities, as determined necessary by HES, during the term of this Agreement. Upon HES request, the AGENCY agrees to furnish and make copies or transcriptions of such records and information, as is determined necessary by HES. Additionally, the AGENCY shall submit information and status reports required by HES to enable HES to evaluate the AGENCY's progress. The AGENCY shall allow HES to monitor the AGENCY on site. Such site visits may be scheduled or unscheduled as determined by HES.

- C. In compliance with Section 125.045(4), Florida Statutes, the CONSULTANT shall submit an annual report detailing how the County funds were spent and the results of the CONSULTANT's efforts on behalf of the County. The annual report shall cover the period from October 1 through September 30 of the reporting year and be due to the County no later than November 30th following the reporting year.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

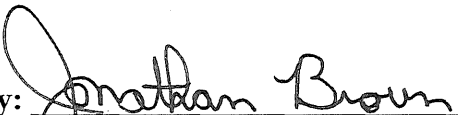
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

Approved as to Form
and Legal Sufficiency

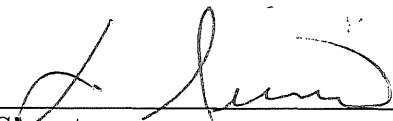
Approved as to Terms and Conditions

By: _____
David Behar
Assistant County Attorney

By: 
Jonathan B. Brown, Director
Department of Housing & Economic
Sustainability

WITNESS:

CONSULTANT:


Signature

LIZBETH FERRAND
Name (type or print)


Signature

WILMER CASTRO
Name (type or print)

FLORIDA ATLANTIC RESEACH AND
DEVELOPMENT AUTHORITY



Andrew Duffell, President
(Corporate Seal)

Exhibit "A"

Scope of Work

The CONSULTANT agrees to:

A. PROJECT SCOPE

Pursuant to the terms of this Contract, the CONSULTANT shall develop a pipeline of emerging and second stage technology companies, both domestic and international, working to support and promote the research at Florida Atlantic University and to foster the economic development of Palm Beach County, that would remain predominantly in the Research Park at Florida Atlantic University® or in Palm Beach County by:

- a. Providing technical assistance and business support services for all Research Park at FAU companies to facilitate growth in revenues and employment opportunities; and
- b. Sourcing and placing interns from Palm Beach County colleges and universities in Research Park companies; and
- c. Sourcing and recruiting emerging and second stage technology companies from within and outside of the United States to the Research Park at FAU.

B. DELIVERABLES

Subsequent to the effective date of this Contract and within the contract period, the CONSULTANT shall as a result of its project scope achieve the following deliverables:

- a. Create at least fifteen (15) internships through Research Park at FAU companies;
- b. Create a minimum of fifteen (15) full-time equivalent jobs in Research Park at FAU companies;
- c. Maintain a Soft Landings Center Program that clearly outlines the target audience and offerings. The Soft Landings Center Program provides foreign companies entering or expanding in Palm Beach County access to resources to meet their business goals.
- d. Present the Soft Landings Center Program to Enterprise Florida, bi-national chambers of commerce, trade/consular corps from the two initial target countries of Israel and Brazil; and
- e. Achieve full Soft Landings Center designation from the International Business Innovation Association.

C. GEOGRAPHIC LIMITATIONS

The CONSULTANT shall ensure that all activities funded through this Contract are performed within the Technology Business Incubator and Research Park at Florida Atlantic University.

D. REPORTS

The CONSULTANT shall provide a detailed monthly report, to be accompanied by each invoice, which shall include the following information.

1. A **Business Service Record** (Exhibit "C") documenting the provision of services funded through this Contract, including technical services, business support provided and financial assistance.
2. A **Cumulative Job Creation** (Exhibit "D") documenting the name of the business, address/PCN, full-time or part-time, job title, number of positions, hire date, starting salary and date terminated.
3. A **Monthly Narrative** (Exhibit "E") documenting the following:
 - a. Progress in developing the Soft Landings Center
 - b. Progress introducing the Soft Landings Center to Enterprise Florida and bi-national chambers of commerce and the consular corps;
 - c. Proactive actions to source and recruit companies from within and outside the United States to the Research Park at FAU;
 - d. Number of internships employed with names of Research Park companies;
 - e. Other pertinent information.

Exhibit "B"

Invoice Cover Sheet

USE AGENCY LETTERHEAD STATIONERY:

DATE:

TO: Jonathan Brown, Director
Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Andrew Duffell, President
Research Park at Florida Atlantic University
3651 FAU Boulevard, Suite 400
Boca Raton, Florida 33431

SUBJECT: Research Park at FAU
Reimbursement Request No. _____
Agreement No. _____

Attached you will find Invoice # _____ requesting reimbursement for \$ _____. The expenditures for this invoice cover the period of _____ through _____.

Additionally, please find the attached back-up original documentation relating to the expenditures being involved.

Andrew Duffell, President

EXHIBIT "C"
Business Service Record
 Month of _____ 20____
Research Park at Florida Atlantic University
Technology Business Incubator

Instructions: List all businesses or persons provided with technical assistance or business support services during the reporting month. Use additional pages if necessary.

#	Name of Business Assisted	Address/PCN	Date	New (N) or Existing (E)	Type of Industry	NAICS #	Type of Assistance / Services Provided	Date(s) of Service
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

Total Unduplicated Businesses Served This Month_____

Total Unduplicated Businesses Served Year-To -Date (YTD)_____

I certify that TBI provided the above-listed businesses and persons with technical assistance or business support services during the reporting month.

 Andrew Duffell, President

 Date

EXHIBIT "D"
Cumulative Job Creation
Month of _____ 20__
Research Park at Florida Atlantic University
Technology Business Incubator

A full-time job is working 40 hrs. a week (2080 hrs. per year); A part-time job is working 20 hrs. a week (1040 hrs. per year).

#	Name of Business	Address/PCN	Full Time or Part Time	Job Title	Number of Positions	Hire Date	Starting Salary	Date Terminated
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

 Andrew Duffell, President

 Date

Exhibit "E"

Month of _____ 20____

Monthly Narrative Report

(Described in Exhibit "A" D.3.)