



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2020	2021	2022	2023	2024
Grant Expenditures		\$ 50,000			
Operating Costs					
External Revenues					
Program Income					
In-Kind Match					
<b>NET FISCAL IMPACT</b>		\$ 50,000			
# 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 1171 Object 8201 Program Code/Period N/A

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

Approval of this agenda item will allocate \$50,000 in General Fund Ad Valorem dollars.

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

**III. REVIEW COMMENTS**

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

 9/25/2020  
 OFMB  
 9/29/2020  
 Contract Development and Control

**B. Legal Sufficiency:**

 9/30/2020  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**Agreement  
Between  
Palm Beach County  
and  
Florida Atlantic University Board of Trustees**

THIS AGREEMENT, with an effective date of October 1, 2020 ("Effective Date"), by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter the "COUNTY") and Florida Atlantic University Board of Trustees, a Public Body Corporate, of the State of Florida (hereinafter the "SUBRECIPIENT").

**WHEREAS**, SUBRECIPIENT has established the Florida Atlantic University Tech Runway program ("FAUTR") to facilitate venture incubation and business acceleration consistent with the goal of creating the largest and best tech hub and commercialization center on the east coast; and

**WHEREAS**, SUBRECIPIENT has requested \$50,000 in County funding for use in the development and operation of the FAUTR program; and

**WHEREAS**, the COUNTY is satisfied that the SUBRECIPIENT has the capacity and experience to carry out the services outlined in this Agreement; and

**WHEREAS**, the COUNTY will grant funding not to exceed \$50,000 in ad-valorem funds ("Funds") to SUBRECIPIENT for use in the development of the FAUTR program; and

**WHEREAS**, the SUBRECIPIENT is amenable to provide the services described herein for the development of the FAUTR program; and

**WHEREAS**, the COUNTY finds that providing the Funds to the SUBRECIPIENT for the purposes set forth herein serves a local public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and the SUBRECIPIENT agree as follows:

**RECITALS.** The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

**ARTICLE 1 - SERVICES TO BE PROVIDED, SCHEDULE, PAYMENTS, AUDITS and REPORTING**

The SUBRECIPIENT shall provide and complete all services, reports, materials, and deliverables as set forth in the scope of work detailed in Exhibit "A" attached hereto ("Services"). The SUBRECIPIENT shall complete all Services within twelve months following the Effective Date of this Agreement.

During the term of this Agreement, and provided that SUBRECIPIENT satisfies all its obligations imposed under this Agreement, monthly payments will be made by the County to the SUBRECIPIENT, upon receipt of an invoice from the SUBRECIPIENT, in the amount of Four Thousand One Hundred Sixty-Five (\$4,165.00) dollars for the first eleven (11) months, and a final payment of Four Thousand One Hundred Eighty-Five (\$4,185.00) dollars. Invoices should be sent to the County at the following email address: MWeymer@pbcgov.org. Invoices received from the SUBRECIPIENT shall include a monthly progress report demonstrating current status, plan, and anticipated completion of tasks as defined in Exhibit "A", and shall be reviewed and approved by the COUNTY'S representative, to verify that the services, reports and materials being requested for payment have been provided by the SUBRECIPIENT in conformity with the Agreement. Approved invoices shall then be sent to the Finance Department for payment. The SUBRECIPIENT shall clearly state "Final Invoice" on the SUBRECIPIENT'S last invoice to the COUNTY. This shall constitute the SUBRECIPIENT'S certification that all Services have been properly performed, all charges and costs have been invoiced to the COUNTY, and any other charges not properly included on this final invoice are waived by the SUBRECIPIENT.

***Pursuant to Section 125.045(4), Florida Statutes, the SUBRECIPIENT shall submit a report to the COUNTY detailing how COUNTY funds were spent and the result of the SUBRECIPIENT'S efforts on behalf of the COUNTY. Report shall be submitted no later than November 30, 2021.***

The SUBRECIPIENT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion or termination of this Agreement. 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 SUBRECIPIENT'S place of business.

If the SUBRECIPIENT fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the SUBRECIPIENT allocation amount upon giving written notice to the SUBRECIPIENT, terminate this Agreement, and the COUNTY shall have no further funding obligation to the SUBRECIPIENT under this Agreement.

#### **ARTICLE 2 - PERSONNEL**

The SUBRECIPIENT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. The SUBRECIPIENT represents that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the SUBRECIPIENT'S personnel (and all Subcontractors), while on County premises, shall comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 3 – ADVERTISING AND MARKETING**

The SUBRECIPIENT shall include the County logo in all its marketing materials relating to this Agreement.

#### **ARTICLE 4 – REGULATIONS AND AUTHORITY TO PRACTICE**

The SUBRECIPIENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SUBRECIPIENT 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.

The SUBRECIPIENT 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 5 – INSURANCE:**

Without waiving the right to sovereign immunity as provided by f.s.768.28, SUBRECIPIENT acknowledges to be self-insured for liabilities under Florida sovereign immunity statutes with a statutory cap of \$200,000 per person and \$300,000 per occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

SUBRECIPIENT agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, SUBRECIPIENT shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above-mentioned coverage.

Compliance with the foregoing requirements shall not relieve SUBRECIPIENT of its liability and obligations under this Agreement.

#### **ARTICLE 6 - CONFLICT OF INTEREST**

The SUBRECIPIENT 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 SUBRECIPIENT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SUBRECIPIENT 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 SUBRECIPIENT'S judgment 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 SUBRECIPIENT 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 SUBRECIPIENT. The COUNTY agrees to notify the SUBRECIPIENT of its opinion by certified mail within thirty (30) days of receipt of notification by the SUBRECIPIENT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SUBRECIPIENT, the COUNTY shall so state in the notification and the SUBRECIPIENT 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 SUBRECIPIENT under the terms of this Agreement.

#### **ARTICLE 7 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The SUBRECIPIENT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the SUBRECIPIENT'S sole direction, supervision, and control. The SUBRECIPIENT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SUBRECIPIENT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor, not as employees or agents of the COUNTY. The SUBRECIPIENT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 8 - CONTINGENT FEES**

The SUBRECIPIENT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SUBRECIPIENT to solicit or secure this Agreement 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 SUBRECIPIENT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 9 – CIVIL RIGHTS COMPLIANCE AND NONDISCRIMINATION POLICY**

The COUNTY is committed to assuring equal opportunity and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the SUBRECIPIENT warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a breach of the Agreement.

#### **ARTICLE 10 - TERMINATION**

In event of termination for any reason, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the SUBRECIPIENT with the Funds under this Agreement shall be returned to the COUNTY. In the event of termination, the SUBRECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the SUBRECIPIENT. In addition, upon SUBRECIPIENT'S breach, the COUNTY may withhold any payment owed to the SUBRECIPIENT for set-off purposes until such time as the exact amount of damages due to the COUNTY from the SUBRECIPIENT is determined.

- A. **Termination For Cause:** If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the date of termination.
- B. **Termination For Convenience:** At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the COUNTY shall pay the SUBRECIPIENT for the services, reports, materials, and deliverables set forth in Exhibit A, which have been provided through and including the date of termination based upon the percentage complete of each deliverable as provided in Article 1.

## **ARTICLE 11 – RESPONSIBILITY FOR TORTIOUS ACTS**

The SUBRECIPIENT recognizes its liability for the tortious acts of its agents, officers, and employees to the extent and limit in § 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right of defense that the SUBRECIPIENT may possess and SUBRECIPIENT reserves all such rights as against any and all claims that may be brought under this Agreement.

## **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns. Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by the SUBRECIPIENT without the prior written consent of the COUNTY.

## **ARTICLE 13 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement 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.

## **ARTICLE 14 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 15 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the SUBRECIPIENT certifies that it, its affiliates, suppliers, subcontractors and sub-recipients 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 16 - OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of 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 SUBRECIPIENT, and its wholly owned subsidiaries, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with 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 17 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes to the Scope of Work, including alterations, reductions therein or additions thereto. Within 15 business days of receipt by the SUBRECIPIENT of the COUNTY'S notification of a contemplated change, the SUBRECIPIENT 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 SUBRECIPIENT'S ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs in writing, the SUBRECIPIENT 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 an Amendment to this Agreement and the SUBRECIPIENT shall not commence work on any such change until such written Amendment is signed by the SUBRECIPIENT and approved and executed on behalf of the COUNTY.

**ARTICLE 18 - PERFORMANCE TIME AND LIABILITY**

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

**ARTICLE 19 - EXCUSABLE DELAYS**

The SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SUBRECIPIENT'S failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement 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 20 - WAIVER**

If the COUNTY shall waive any provisions of the Agreement, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

**ARTICLE 21 - NOTICES**

All notices required in this Agreement 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:

To County:

**Sherry Howard, Deputy Director**  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

With copy to:

**David Behar, Assistant County Attorney**  
Palm Beach County Attorney's Office  
301 North Olive Ave., 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

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

**Miriam Campo, Assistant VP for Research**  
**Florida Atlantic University Division of Research**  
777 Glades Road, Building 104, Room 314  
Boca Raton, FL 33431  
Phone: 561-297-0853  
Fax: 561-297-2141  
Email: sponsoredprograms@fau.edu

Such addresses may be changed by any party by written notice to the other party.

**ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the SUBRECIPIENT agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 23 - COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

## **ARTICLE 24 – REPORTS, MONITORING, AND EVALUATION**

- 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 30<sup>th</sup> following the reporting year.

## **ARTICLE 25 – EXCLUSION OF THIRD PARTY BENEFICIARIES**

No provision of this agreement 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 agreement, including but not limited to any citizen or employees of the COUNTY and/or employees of the SUBRECIPIENT.

## **ARTICLE 26 – INDEMNIFICATION**

SUBRECIPIENT is a state agency and agrees to be fully responsible to the extent provided by § 768.28, Fla. Stat., for its negligent acts or omissions which result in claims or suits against COUNTY, SUBRECIPIENT, its agents, officers and employees acting within the course and scope of their employment. SUBRECIPIENT agrees to be liable for any damages proximately caused by those negligent acts or omissions. Nothing herein is intended to be a waiver of sovereign immunity nor consent by SUBRECIPIENT to be sued by a third party.

## **ARTICLE 27 – EFFECTIVE DATE OF AGREEMENT**

This agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

## **ARTICLE 28 – PUBLIC RECORDS**

Notwithstanding anything contained herein to the contrary, the SUBRECIPIENT 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, SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT does not transfer the records to the public agency.
- C. Upon completion of the Contract the SUBRECIPIENT 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 SUBRECIPIENT transfers all public records to the COUNTY upon completion of the Contract, the SUBRECIPIENT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the Contract, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically by the SUBRECIPIENT 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 SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'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](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT (561) 355-6680.**

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

Florida Atlantic University Board of Trustees

[Signature]  
Witness Signature

By: Miriam Campo  
Miriam Campo, Assistant Vice President  
Office of Sponsored Programs

Phillip Campo  
Print Witness Name

[Signature]  
Witness Signature

TRACY VUONG  
Print Witness Name

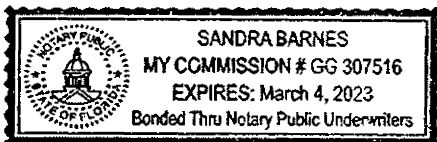
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this 15 day of, Sept, 2020, by Miriam Campo, as Assistant Vice President of Office of Sponsored Programs for the Florida Atlantic University Board of Trustees, who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Signature: [Signature]

Notary Name: Sandra Barnes  
Notary Public - State of Florida

(NOTARY SEAL ABOVE)



(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

**BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Dave Kerner, Mayor  
Palm Beach County

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing and Economic Sustainability

By: \_\_\_\_\_  
David Behar  
Assistant County Attorney

By: Sherry Howard  
Sherry Howard  
Deputy Director

**EXHIBIT "A"**

**SCOPE OF WORK**

**PROJECT DIRECTOR: Rhys L. Williams**

**PROJECT DESCRIPTION**

The COUNTY will fund FAUTR with operational expenses in order to expand its services to the northern Palm Beach County area in support of Technology, Life Sciences, and Neuroscience efforts at the FAU Jupiter campus.

**As part of the operational costs, SUBRECIPIENT is required to accomplish the following tasks:**

1. Host at least two (2) educational seminars (including virtually) for Tech Runway entrepreneurs on the FAU Jupiter campus or within the greater Jupiter area, focused on entrepreneurial management, technology commercialization, life sciences, or early-stage venture financing.
2. Provide ten (10) internships that will expose students, grad students, recent FAU alumni, or Palm Beach County residents to career development opportunities in either (a) early-stage technology-based companies, (b) the early-stage investor ecosystem, or (c) entrepreneurial management generally.
3. Organize and conduct at least two (2) angel investor meetings (including virtually) that facilitate the presentation of investment pitches by early-stage entrepreneurs to a group of angel investors seeking investment opportunities in qualified early-stage ventures.
4. Create at least five (5) new jobs.

All companies assisted through these funds are required to have or to develop a substantial relationship to FAU, involving its students and/or faculty, with the ultimate goal of accelerating job creation and economic activity connected to FAU and within Palm Beach County generally.