

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	<b>November 2, 2021</b>	<b>[X] Consent</b>	<b>[ ] Regular</b>
		<b>[ ] Ordinance</b>	<b>[ ] Public Hearing</b>

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**Department:**           **Housing & Economic Development**

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**I. EXECUTIVE BRIEF**

**Motion and Title:** **Staff recommends motion to approve:** an Agreement with the Florida Atlantic University Board of Trustees (FAU) in the amount of \$50,000 for the period October 1, 2021 to September 30, 2022.

**Summary:** This Agreement will fund operational expenses to support the Florida Atlantic University Tech Runway Program located at their Palm Beach County Boca Raton and Jupiter campuses. The Program facilitates venture capitalist investment in business incubation and acceleration. FAU will also be required to: host at least two (2) educational seminars for entrepreneurs, provide ten (10) internships, arrange two (2) introductory meetings between potential angel/venture capital investment funds to small developing companies, and create at least five (5) new permanent full-time jobs. Funding for this Agreement will consist of \$50,000 in Ad Valorem Funds. **These are County Ad Valorem funds.** Countywide (DB)

**Background and Justification:** Florida Atlantic University Tech Runway (FAUTR) is a program administered by FAU that consists of a 28,000 square-foot facility that provides incubator workspace at the Florida Atlantic University, Boca Raton Campus. It also provides mentoring, education seed grants, and introductions to investors to aid entrepreneurs and small developing companies that create jobs and provide internships to Florida Atlantic University students. The public/private partnership with FAUTR has been ongoing since 2018. Since its inception in 2014, FAUTR has supported over 100 new and early stage companies creating jobs and providing internship opportunities. FAUTR received \$50,000 in Ad Valorem funds during Fiscal Year 2020-2021. FAUTR is currently on target to meet 2021-2022 Agreement deliverables.

**Attachment(s):**

1 Agreement with FAU Board of Trustees

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<b>Recommended By:</b>		
	<b>Department Director</b>	<b>Date</b>

<b>Approved By:</b>		
	<b>Assistant County Administrator</b>	<b>Date</b>

## **II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2022	2023	2024	2025	2026
Grant Expenditures	\$50,000				
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	\$50,000				
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				


Is Item Included In Proposed Budget? Yes X No         
Does this Item include the use of Federal funds? Yes        No X

Budget Account No.:

Fund 1539 Dept. 143 Unit 1172 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:**   
Valerie Alleyne, Division Manager

### III. REVIEW COMMENTS

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

 10/13/14  
 OFMB 10-13-21 821013

 10/19/20  
 Contract Development and Control  
 10-19-21 JW

**B. Legal Sufficiency:**

Anne Helgant 10.26.21  
for Assistant County Attorney Dave Behar

**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 UNIVERSITY BOARD OF TRUSTEES**

**THIS AGREEMENT**, is made as of the **1st** day of **October, 2021**, by and between **Palm Beach County** hereinafter referred to as "**COUNTY**", a political subdivision of the State of Florida, and **Florida Atlantic University Board of Trustees**, a Public Body Corporate, of the State of Florida hereinafter the "**AGENCY**" or "**CONTRACTOR**", whose Federal I.D. is 65-0385507 (the "Agreement")

**WHEREAS**, the AGENCY is a public body corporate of the State of Florida operating within Palm Beach County; and

**WHEREAS**, AGENCY has established the Florida Atlantic University Tech Runway program ("FAUTR") in Palm Beach County 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**, COUNTY wishes to provide funding to facilitate AGENCY's provision of the activities specified in Exhibit "A" of this Agreement, as such activities serve a County public purpose in furthering the economic development interests of the County; and

**WHEREAS**, COUNTY desires to engage AGENCY to implement such undertakings, and, pursuant to the terms of this Agreement, shall make available funding not to exceed **\$50,000.00 in County Ad Valorem funds** ("Grant Funds") to the AGENCY in exchange for said services; and

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

**NOW, THEREFORE**, pursuant to all authorities granted by law, including, but not limited to, Section 163.01, Florida Statutes, known as the "Florida Inter-local Cooperation Act of 1969," and in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

**ARTICLE 1 – SERVICES**

The AGENCY's responsibility under this Agreement is to provide professional/consultation services in the area of venture cultivation and business growth in an effort to create a significant tech Hub in our region and to promote the general business and interests of the COUNTY, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

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

The AGENCY's representative/liaison during the performance of this Agreement shall be Nancy Thoman, Director of Sponsored Programs, Florida Atlantic University Division of Research, telephone number: Phone: 561-297-4237, email: sponsoredprograms@fau.edu.

**ARTICLE 2 – SCHEDULE**

The AGENCY shall commence services on **October 1, 2021** and complete all services by **September 30, 2022**. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

### **ARTICLE 3 – PAYMENTS TO AGENCY**

- A. The total amount to be paid by the COUNTY under this Agreement for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total Agreement amount of **Fifty Thousand Dollars (\$50,000.00)**. The AGENCY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the AGENCY pursuant to this Agreement 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 thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses "Out-of-pocket" expenses will not be reimbursed.
- D. Final Invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "Final invoice" on the AGENCY's final/last billing to the COUNTY. This shall constitute AGENCY'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 AGENCY.
- E. In order to do business with Palm Beach COUNTY, Agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AGENCY intends to use sub-consultants, AGENCY must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the AGENCY and all of its sub-consultants are registered in VSS.

### **ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by the AGENCY 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 Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AGENCY'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 Agreement may be terminated as provided or in the attached Exhibit "A". Unless the AGENCY is in breach of this Agreement, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in

writing, the AGENCY 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 AGENCY 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 under shall be performed by the AGENCY 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 AGENCY's key personnel, as may be listed in Exhibit "A", 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 AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the AGENCY'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 AGENCY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the AGENCY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the AGENCY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**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 AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

#### **ARTICLE 9 – AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of COUNTY hereunder are subject to and contingent upon receipt of AD Valorem funding for the purposes provided for herein. Nothing in this Agreement shall obligate the COUNTY to provide funding from any other source, including, but not limited to, funds from the COUNTY's annual budget and appropriations.

#### **ARTICLE 10 – INSURANCE**

Without waiving the right to sovereign immunity as provided by f.s.768.28, AGENCY 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.

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

When requested, AGENCY 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 AGENCY of its liability and obligations under this Agreement.

#### **ARTICLE 11 – INDEMNIFICATION**

AGENCY 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, AGENCY, its agents, officers and employees acting within the course and scope of their employment. AGENCY 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 AGENCY to be sued by a third party.

#### **ARTICLE 12 – SUCCESSORS AND ASSIGNS**

The COUNTY and the AGENCY 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 Agreement.

Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

#### **ARTICLE 13 – REMEDIES/NO THIRD PARTY BENEFICIARIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

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.

Moreover, if the AGENCY fails to comply with any of the provisions of this Agreement, the COUNTY may exercise any and all legal rights and remedies including, without limitation, withholding, temporarily or permanently, all, or any, unpaid portion of the Grant Funds upon giving written notice to the AGENCY, terminating this Agreement, and/or demanding a refund of the Grant Funds, which shall be reimbursed upon demand. In the event of AGENCY's failure to comply with any provisions of this Agreement, the COUNTY shall have no further funding obligation to the AGENCY under this Agreement.

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 AGENCY.

#### **ARTICLE 14 – CONFLICT OF INTEREST**

The AGENCY 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, the Palm Beach County Code of Ethics, or any other applicable law, including, but not limited to, any U.S. HUD regulations relating to conflict of interest. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

#### **ARTICLE 15 – EXCUSABLE DELAYS**

The AGENCY 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 AGENCY 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 AGENCY's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the Contract 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 16 – ARREARS**

The AGENCY 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 AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

## **ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY 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 Agreement.

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 AGENCY 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 Agreement 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 Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, 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, Section 2-421 – 2-440, as amended.

## **ARTICLE 18 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY 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 AGENCY's sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'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 AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

## **ARTICLE 19 – CONTINGENT FEES**

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



## **ARTICLE 20 – ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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 AGENCY'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 AGENCY, 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 COUNTY is committed to assuring equal opportunity in the award of grants and contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach COUNTY Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, 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 default of this Agreement.

As a condition of entering into this Agreement, the AGENCY represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the AGENCY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach COUNTY. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions.

This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AGENCY shall include this language in its subcontracts.

## **ARTICLE 22 – AUTHORITY TO PRACTICE**

The AGENCY 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 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 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 Agreement 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 Agreement or performing any work in furtherance hereof, the AGENCY 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 AGENCY of the COUNTY's notification of a contemplated change, the AGENCY 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 AGENCY's ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AGENCY 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 Agreement Amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

## **ARTICLE 26 – NOTICE**

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:

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

With a copy to:

**David C. Behar, Assistant County Attorney**  
County Attorney's Office  
301 N. Olive Ave, (6<sup>th</sup> floor)  
West Palm Beach, FL 33401

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

**Nancy Thoman, Director of Sponsored Programs**  
**Florida Atlantic University Division of Research**  
777 Glades Road, Building 104, Room 313  
Boca Raton, FL 33431

#### **ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the AGENCY 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 in accordance with Article 25 - Modifications of Work.

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

#### **ARTICLE 28 – CRIMINAL HISTORY RECORDS CHECK**

The AGENCY, AGENCY's employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach COUNTY Code, Section 2-371 - 2-377, the Palm Beach COUNTY Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY. This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

#### **ARTICLE 29 – REGULATIONS; LICENSING REQUIREMENTS**

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

## **ARTICLE 30 – SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if AGENCY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

## **ARTICLE 31 – PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the 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 AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach COUNTY PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. 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 Agreement, if the AGENCY does not transfer the records to the public AGENCY.
- D. Upon completion of the Agreement the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY 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 AGENCY transfers all public records to the COUNTY upon completion of the Agreement, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Agreement, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to 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 COUNTY.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY 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.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. 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.**

#### **ARTICLE 32 – COUNTERPARTS**

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AGENCY shall execute by manual means only, unless the COUNTY provides otherwise.

#### **ARTICLE 33 – E-VERIFY - EMPLOYMENT ELIGIBILITY**

AGENCY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AGENCY's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENCY shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AGENCY shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

This provision shall not supersede any provision of this Agreement which requires a longer retention period. COUNTY shall terminate this Agreement if it has a good faith belief that AGENCY has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that AGENCY’s subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify AGENCY to terminate its contract with the subconsultant and AGENCY shall immediately terminate its contract with the subconsultant.

If COUNTY terminates this Agreement pursuant to the above, AGENCY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AGENCY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

**ARTICLE 34 – INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and any Exhibit, the terms of the Exhibit shall govern.

**ARTICLE 35 – RECOGNITION**

The AGENCY shall include a reference to the financial support herein provided by the COUNTY in all publications, publicity events, and provide the COUNTY copies of all such publications. The AGENCY shall also notify the COUNTY prior to any ceremonies or events relating to facilities or items funded by this Agreement and shall provide to COUNTY all required admissions to said events to, as part of the consideration for this Agreement, allow for participation of the Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the AGENCY will make good faith efforts to recognize the COUNTY’s support for all activities made possible with funds made available under this Agreement.

**ARTICLE 36 – REPORTS**

- A. In addition to all other reports required by this Agreement and/or applicable law, in compliance with Section 125.045(4), Florida Statutes, the AGENCY shall submit an annual report to the COUNTY detailing how the COUNTY funds were spent and the results of the AGENCY’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 December 31, following the reporting year. Once the AGENCY has submitted the report to the COUNTY, the COUNTY is required to submit the report to the Office of Economic & Demographic Research by January 15<sup>th</sup> of each year and post a copy of said report of the COUNTY’S public website.
- B. The AGENCY shall provide the COUNTY with its independent audit of the immediately preceding fiscal year no later than January 31, of each year.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, AGENCY has hereunto set its hand the day and year above written.

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

[Signature]  
Witness Signature

Terrey Wicks  
Print Witness Name

[Signature]  
Witness Signature

Katherine Hutton  
Print Witness Name

By: Nancy Thoman  
Nancy Thoman, Director  
Office of Sponsored Programs



IN WITNESS WHEREOF the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: Joseph Abruzzo,  
Clerk & Comptroller

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

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

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

Approved as to  
Legal Sufficiency

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

By: Anne Defant  
for David Behar  
Assistant County Attorney

By: Sherry Howard  
Sherry Howard  
Deputy Director



## EXHIBIT "A"

### **SCOPE OF SERVICES**

#### A. DEFINITIONS

- (1) "DHED" means Palm Beach County Department of Housing & Economic Development.
- (2) "DHED Approval" means the written approval of the DHED Director or his designee.

#### B. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the AGENCY will implement the Scope of Services set forth within this Agreement.

#### C. SCOPE OF SERVICES

The AGENCY shall, in a satisfactory and proper manner as determined by DHED, perform the tasks outlined herein, and shall submit invoices on the AGENCY's letterhead, using the Invoice Cover Sheet in Exhibit "B" (attached hereto and made a part hereof).

#### D. OMITTED

#### E. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

##### (1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The AGENCY shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. No reimbursements will be made without evidence of the appropriate insurance required by this Agreement on file with DHED. No payments for multi-funded projects will be made until a cost allocation plan has been approved by the DHED Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the AGENCY shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DHED Director or designee within forty-five (45) days of said notification.

##### (2) FINANCIAL ACCOUNTABILITY

The COUNTY may have a financial systems analysis and/or an audit of the AGENCY or any of its subcontractors performed by a DHED staff at any time the COUNTY deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

##### (3) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance.

##### (4) REPORTS, MONITORING, AND EVALUATIONS

- a. Payment will be contingent upon receipt of complete and accurate reports required by applicable law, including, but not limited to, the reporting requirements in this Agreement, including monitoring findings identified pursuant to this Agreement.

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

(5) PRIOR WRITTEN APPROVALS - SUMMARY

The following includes but is not limited to, activities that require the prior written approval of the DHED Director or his designee to be eligible for reimbursement or payment:

- (1) All subcontracts and agreements pursuant to this Agreement; and
- (2) Requests to utilize uncommitted funds after the expiration of this Agreement for programs described herein.

1. The AGENCY agrees to:

A. PROJECT SCOPE

The Florida Atlantic University Tech Runways program ("FAUTR") was established 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. Pursuant to the terms of this Agreement, the AGENCY shall be reimbursed for services to assist those businesses. Services include providing business with internships, hosting educational seminars, arranging introductory meetings between potential angel investors/venture capitalists and early-stage ventures (companies), and assisting the businesses in hiring qualified candidates.

**The AGENCY further agrees that DHED shall be the final arbiter on the AGENCY's compliance with the above.**

B. DELIVERABLES

1. Job Creation

Subsequent to the effective date of this Agreement and within the contract period, the AGENCY shall as a result of its project scope, **create a minimum of five (5) permanent full-time equivalent (FTE) jobs.**

Internships and temporary jobs do not count towards job creation requirements. **To be counted towards the job creation requirement, a newly created job must be maintained for a period of no less than one (1) year from the date of the initial hire.** Jobs created or retained through this Agreement cannot be counted or used toward receiving any additional Palm Beach County grants.

If the minimum FTE job requirement has not been met, or falls below the minimum, as required by this Agreement, the AGENCY shall be considered by the COUNTY to have breached this Agreement and the COUNTY shall have the right to terminate the Agreement.

In the event of termination or breach of this Agreement, the AGENCY agrees that it shall, within sixty (60) days of the date of termination or breach of the Agreement, or, in the case of not maintaining the job for the required time, the date of the notice of noncompliance, make restitution to the COUNTY the per job grant award **(\$10,000 per job)** paid by the COUNTY to the AGENCY for each position not created and maintained as required by this Agreement.

**The provisions of this section shall survive the expiration of this Agreement.**

2. Internships

The AGENCY will 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. Introductory Meetings with Angel Investors/Venture Capitalists

The AGENCY will 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. Educational Seminars

The AGENCY will 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.

C. REPORTS

The AGENCY shall submit the following monthly reports listed below to DHED along with the AGENCY's invoice requests:

- 1) An **Economic Development Compliance Table** (Exhibit "D") to be completed for each company creating a job during the contract period and certified by the company owner or his designee.
- 2) A **Record of Employee Internships Form** (Exhibit "E") for each employee hired during the contract period, identifying the income at the time of hire and certified by the employee.
- 3) A **monthly cumulative report** listing the name of the workshop conducted including the date, location and number of attendees with a copy of the agenda and sign-in sheet.

D. ENVIRONMENTAL CONDITIONS

The AGENCY shall comply with all requirements resulting from the COUNTY's environmental review(s) of the project, including the incorporation of any applicable mitigation measures, in order to proceed with the project.

E. INVOICES

The AGENCY shall bill the COUNTY on a monthly basis, in **eleven (11) equal payments of Four Thousand one Hundred Sixty-Six dollars and Sixty-Six cents (\$4,166.66) and one (1) Final payment of Four Thousand One Hundred Sixty-Six dollars and Seventy-Four cents (\$4,166.74).**

Invoices should be sent to the COUNTY at the following email address: [MWeymer@pbcgov.org](mailto:MWeymer@pbcgov.org) and shall be accompanied by a monthly status report summarizing the activities which were undertaken during the month, and as required by this Exhibit "A". This monthly status report shall consist of fully executed copies of Invoice Cover Sheet (Exhibit "B"), (Exhibit "C" – Not Used), Economic Development Compliance Table (Exhibit "D"), Record of Employee Internships (Exhibit "E"), all attached hereto and made a part hereof.

As a condition precedent to payment, invoices received from the AGENCY will be reviewed and approved by DHED to verify that services have been rendered in conformity with the Agreement. Approved invoices shall then be sent by DHED to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the DHED's approval. The AGENCY shall clearly state "Final Invoice" on the AGENCY's last invoice to the COUNTY. When original documents cannot be presented, the AGENCY must adequately justify their absence, in writing, and furnish copies. Invoices will not be honored if received by DHED later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the effective date of this Agreement.

**F. CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The AGENCY shall implement this Agreement in accordance with applicable laws, including, but not limited to, State and COUNTY laws, ordinances and codes, and amendments and additions thereto as may from time to time be made. Such laws are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED.

No reimbursements will be made without evidence of the appropriate insurance required by this Agreement on file with DHED. No payments for multi-funded projects will be made until a cost allocation plan has been approved by the DHED Director or designee. Should a project receive additional funding after the commencement of this Agreement, the AGENCY shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DHED Director or designee within forty-five (45) days of said notification.

(2) FINANCIAL ACCOUNTABILITY

The COUNTY may have a financial systems analysis and/or an audit of the AGENCY or any of its subcontractors performed by an DHED staff at any time the COUNTY deems necessary to determine if the project is being managed in accordance with State, and COUNTY requirements.

(3) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach COUNTY Purchasing Code. The AGENCY must inform DHED in writing (and include the purchase order or written agreement) of the vendor selected. The purchase order or written agreement must include the name/type of goods or services purchased and all costs associated with the purchase.

(4) 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 AGENCY, for any previous periods funded by the COUNTY upon ten (10) business days' notice. The final report produced and submitted by the AGENCY will reflect quarterly and cumulative figures.

- b. The AGENCY agrees that DHED shall carry out at least one annual monitoring and evaluation activity, as determined necessary by DHED, during the term of this Agreement. Upon DHED request, the AGENCY agrees to furnish and make copies or transcriptions of such records and information, as is determined necessary by DHED. Additionally, the AGENCY shall submit information and status reports required by DHED to enable DHED to evaluate the AGENCY's progress. The AGENCY shall allow DHED to monitor the AGENCY on site. Such site visits may be scheduled or unscheduled as determined by DHED.
- (5) ADDITIONAL COUNTY REQUIREMENTS  
DHED shall have the right under this Agreement to suspend or terminate payments until the AGENCY complies with any additional conditions that may be imposed by the COUNTY.
  - (6) PRIOR WRITTEN APPROVALS - SUMMARY  
The following includes, but is not limited to, activities that require the prior written approval of the DHED Director or his designee to be eligible for reimbursement or payment:
    - (1) All subcontracts and agreements pursuant to this Agreement; and
    - (2) Requests to utilize uncommitted funds after the expiration of this Agreement for programs described herein.

## 2. General Conditions To Agreement:

### A. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of these documents taken as a whole constitute the Agreement between the parties and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits, which the COUNTY may revise;
- (2) Palm Beach County Purchasing Ordinance
- (3) Palm Beach County's Tangible Property Disposal Ordinance
- (4) The AGENCY's Incorporation Certificate
- (5) The AGENCY's Certificates of Insurance and Bonding
- (6) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

The AGENCY shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

### B. OPPORTUNITIES FOR RESIDENTS

To the greatest extent feasible, residents of the project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded Agreements in connection with the project.

### C. CITIZEN PARTICIPATION

The AGENCY will cooperate with DHED in the implementation of the Citizen Participation Plan by informing project beneficiaries and the community of the activities that the AGENCY is undertaking in carrying out the provisions of this Agreement.

#### D. DEFAULTS

The occurrence of any one or more of the following events shall constitute a Default hereunder, and shall justify the County terminating the agreement for cause:

- (1) Vacating, abandoning, or closing the AGENCY's business.
- (2) Relocating the AGENCY's existing business in Palm Beach County outside Palm Beach County.
- (3) Failure of the AGENCY to observe or perform any of the terms, covenants, conditions, obligations, or provisions of this Agreement, or any of the requirements imposed by applicable law.
- (4) The making by the AGENCY of any general assignment, or general arrangement for the benefit of creditors.
- (5) The filing by or against AGENCY of a petition to have the AGENCY adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against AGENCY, the same is dismissed within sixty (60) days).
- (6) The appointment of a trustee or receiver to take possession of substantially all of AGENCY's assets where possession is not restored to AGENCY within thirty (30) days.
- (7) The attachment, execution or other judicial seizure of substantially all of AGENCY's assets located within Palm Beach County where such seizure is not discharged within thirty (30) days.

#### E. TERMINATION

In the event of termination, the AGENCY 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 AGENCY, and the COUNTY may withhold any payment to the AGENCY for set-off purposes until such time as the exact amount of damages due to the COUNTY from the AGENCY is determined.

- (1) Termination for Cause: If, through any cause, either party shall fail to fulfill in 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 for cause early or suspend payments, in whole or part, by giving written notice of such termination or suspension of payments and specifying the effective date of termination or suspension. The AGENCY shall repay the full value of this grant, unless otherwise specified by DHED, within thirty (30) days of receiving the termination notice from the COUNTY.
- (2) Termination Due To Cessation: In the event the AGENCY ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the COUNTY specifies. The determination that the AGENCY has ceased or suspended its operation shall be made solely by the COUNTY, and the AGENCY, its successors or assigns in interest agrees to be bound by the COUNTY's determination. At the COUNTY's sole discretion, pursuant to this Section, the AGENCY shall return all funds received through this Agreement to the COUNTY within sixty (60) days of receiving the termination notice from the COUNTY.
- (3) Termination for Convenience of the County: The COUNTY may terminate this Agreement at any time and for any reason by giving at least ten (10) working days' notice in writing from the COUNTY to the AGENCY. If this Agreement is terminated early by the COUNTY for convenience as provided under this paragraph, the AGENCY may be paid for allowable services and allowable expenses until the effective date of the early termination.
- (4) Termination for Convenience of the Agency: The AGENCY may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to DHED. If the AGENCY has received funds through this Agreement, the AGENCY shall return all funds to the COUNTY prior to the termination of this Agreement.

F. NO FORFEITURE

The rights of the COUNTY under this Agreement shall be cumulative and failure on the part of the COUNTY to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

G. OMITTED

H. OMITTED

J. SOURCE OF FUNDING

This Agreement and all obligations of COUNTY hereunder are subject to and contingent upon receipt of Ad Valorem funding for the purposes provided for herein. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from any other source, including, but not limited to, funds from the COUNTY's annual budget and appropriations.

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**EXHIBIT “B”**

**INVOICE COVER SHEET**

USE AGENCY LETTERHEAD STATIONERY:

DATE: \_\_\_\_\_

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

FROM: **Miriam Campo, Assistant Vice President for Research**  
Florida Atlantic University Division of Research  
777 Glades Road, Building 104, Room 314  
Boca Raton, FL 33431

SUBJECT: **Florida Atlantic University Board of Trustees**  
Reimbursement Request No. \_\_\_\_\_  
Contract 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.

\_\_\_\_\_  
Miriam Campo, Assistant Vice President for Research



EXHIBIT “C”

(NOT USED)

**EXHIBIT “D”**

**ECONOMIC DEVELOPMENT COMPLIANCE TABLE FOR JOB CREATION**

Company Name: \_\_\_\_\_ Industry Type (NAICS Code) \_\_\_\_\_

Address: \_\_\_\_\_ PCN: \_\_\_\_\_

Please Note the Following: **CENSUS TRACT or BLOCK GROUP:** \_\_\_\_\_

- A job is considered to be Full Time if it provides 2,080 hours of employment per year (40 hours per week).

Job Title	Employee Initials	Employee Zip Code	Date Hired	Salary at Time of Hire (If Applicable)	Specify: Full Time (FT) or Part Time (PT)	Hispanic (Y) Non-Hispanic (N)	Race: White (W) Black (B) Asian (A) Other (O)

I certify this report to be accurate, based upon actual company records, which will be maintained by The FAU Tech Runway for monitoring purposes, according to the terms of The FAU Tech Runway Agreement with Palm Beach County.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

**EXHIBIT “E”**

**Record of Employee Internships**

**For Economic Development Compliance  
Oct. 1, 2021 thru Sept. 30, 2022**

\_\_\_\_\_  
(Business Name)

Intern Name: \_\_\_\_\_

Intern Zip Code: \_\_\_\_\_

Job Title: \_\_\_\_\_

Salary, if applicable: \_\_\_\_\_

Fringe Benefits, if applicable: \_\_\_\_\_

Ethnicity:      ☐ Hispanic    ☐ Non-Hispanic

Race:            ☐ White        ☐ Black/African American    ☐ Asian      ☐ Other

Date of Hire: \_\_\_\_\_

**FAU**  
**DIVISION OF RESEARCH**  
Florida Atlantic University

**Division of Research**  
777 Glades Road  
Boca Raton, FL 33431  
Telephone: 561.297.0777  
Fax: 561.297.2319  
<http://www.fau.edu/research>

October 7, 2021

Ms. Tessa Wattley  
Department of Housing & Economic Development  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406  
Phone: 561-233-3610  
Email: [TWattley@pbcgov.org](mailto:TWattley@pbcgov.org)

Dear Ms. Wattley,

On behalf of the Office of Sponsored Programs at Florida Atlantic University, this letter serves as an official statement that Sponsored Programs does not have an agency/municipality seal. Per the Document Transmittal guidelines, please the word "SEAL" within the circle as the official agency seal on the signature page of the Interlocal Agreement.

Should you have questions regarding this statement, please feel free to contract me at [nthoman@fau.edu](mailto:nthoman@fau.edu). We look forward to continuing in valuable collaboration with Palm Beach County.

Sincerely,



Nancy Thoman  
Director  
Office of Sponsored Programs  
Florida Atlantic University

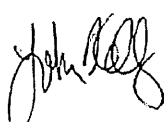


# FLORIDA ATLANTIC UNIVERSITY

Office of the President

## MEMORANDUM

TO: Nancy Thoman, Director, Sponsored Programs

FROM: John Kelly, President 

SUBJECT: Signature Authority for the Division of Research, Office of Sponsored Programs (Contracts and Grants)

DATE: July 1, 2019

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Pursuant to section 1001.74, Florida Statutes, Florida Atlantic University Regulations 6.002 and 6.003 and Florida Atlantic University Board of Trustees Board Operating Policies and procedures section 4.6, I hereby extend signature authority to you to bind Florida Atlantic University for all Division of Research contracts and grants. You shall have this authority as long as you maintain your employment with Florida Atlantic University as Director of Sponsored Programs. I expect you to exercise this authority in consultation with and under the supervision of the Vice President of Research, or in the absence of a person filling that position, in consultation with me.

This signature authority is to commence on the date noted above and shall supersede all prior delegations of such authority.

cc: D. Flynn, Vice President for Research  
D. Kian, Vice President for Legal Affairs & General Counsel  
Miriam Campo, Assistant VP for Research

---

777 Glades Road, P.O. Box 3091, Boca Raton, FL 33431-0991 • tel: 561.297.3450 • fax: 561.297.2777

*An Equal Opportunity/Equal Access Institution*

Tessa Wattley

---

**From:** Katie Hutton <huttonk@fau.edu>  
**Sent:** Thursday, October 07, 2021 3:23 PM  
**To:** Tessa Wattley; Jeffrey Bolton  
**Cc:** ospcontracts; Jeri Beel; Tracy Vuong; Amanda Hughes; Jessica Beaver  
**Subject:** RE: FAU-PBC Interlocal Agreement - Requested Revisions  
**Attachments:** PE\_Agreement\_FAU Tech\_FINAL Ad Valorem FY2021\_22 Revised 9-30-21.pdf

\*\*\*\*\* Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. \*\*\*\*\*

---

Good afternoon Tessa and Jeff,


Thank you very much for your assistance here. The changes are accepted and we will have these documents overnighted to you ASAP. An electronic copy of the signed agreement is attached here.

In reference to the Letter of Signature Authority, these letters are not renewed annually as they are effective through the length of FAU employment in a designated position, so Nancy’s signature authority as Director is still active.

Thank you for your understanding and please let me know if you have any questions.

Best,  
Katie

**From:** Tessa Wattley <TWattley@pbcgov.org>  
**Sent:** Thursday, October 7, 2021 11:51 AM  
**To:** Jeffrey Bolton <JSBolton@pbcgov.org>; Katie Hutton <huttonk@fau.edu>  
**Cc:** ospcontracts <ospcontracts@fau.edu>; Jeri Beel <jbeel@fau.edu>; Tracy Vuong <tvuong1@fau.edu>; Amanda Hughes <AHughes@pbcgov.org>; Tessa Wattley <TWattley@pbcgov.org>  
**Subject:** RE: FAU-PBC Interlocal Agreement - Requested Revisions  
**Importance:** High

 **EXTERNAL EMAIL** : Exercise caution when responding, opening links, or opening attachments.

Katie & Team:

Please see attached copy of the FAU Tech Requested Changes received on 10/7/21 and copy of the FAU Tech Agreement Changes implemented today 10/7/21.  
Kindly discuss with your team and indicate if any additional changes are required at this time.

Also note that the Letter of Signatory Authority, naming Nancy Thoman, will have to be dated in 2021, to be accepted by the BCC.

We look forward to your comments/questions.

Sincerely,

Tessa Wattley



DEPARTMENT OF FINANCIAL SERVICES  
*Division of Risk Management*

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STATE RISK MANAGEMENT  
TRUST FUND

Policy Number: GL-0201 General Liability  
Certificate of Coverage

Name Insured: Florida Atlantic University

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person  
\$300,000.00 each occurrence

Inception Date: July 1, 2021

Expiration Date: July 1, 2022



DEPARTMENT OF FINANCIAL SERVICES  
*Division of Risk Management*

STATE RISK MANAGEMENT  
TRUST FUND

Policy Number: WC-0201

State Employee Workers' Compensation  
and Employer's Liability  
Certificate of Coverage

Name Insured: Florida Atlantic University

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B            \$200,000.00 each person  
                              \$300,000.00 each occurrence

Inception Date: July 1, 2021

Expiration Date: July 1, 2022