Agenda Item #: **3I-9**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	**November 10, 2026**	**[X] Consent** **[ ] Ordinance**	**[ ] Regular** **[ ] Public Hearing**
Department:	**Housing and Economic Development**		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Ad Valorem Economic Development Agreement with the Florida Atlantic Research and Development Authority (FARDA) in the amount of $275,000, retroactive and in effect from October 1, 2026, to September 30, 2027.

Summary: This Agreement requires FARDA to promote the Research Park at Florida Atlantic University (FAU) and Global Ventures companies. FARDA was formed in 1985 by Broward and Palm Beach Counties as a special district whose public purpose includes the development, operation, management and financing of research and development parks in affiliation with one (1) or more institutions of higher education. FARDA received $275,000 in Ad Valorem funds during FY 2025-2026. The chart below outlines the key deliverables for FARDA during FY 2025-2026, how FARDA performed as of September 30th, 2026, and the goals for FARDA in FY 2026-2027.

Key Deliverable	FY 2025-2026 Goal	FY 2025-2026 Actual	FY 2026-2027 Goal
Create full-time equivalent jobs in Research Park at FAU companies	15	90.5	15
Create internships through Research Park at FAU and Global Ventures companies	15	18	15
Engage companies in discussions about locating within the Research park at FAU (to include Global Ventures)	25	50	25
Maintain Global Ventures as a Soft Landings Center Program with official designation by the International Business Innovation Association.	Maintain	Met	Maintain
Represent Research Park at FAU and Global Ventures in international trade shows either virtually or in person	2	2	2

These are County Ad Valorem funds. Countywide (DB)

Background and Justification: Global Ventures is an entrepreneurial support initiative assisting international and domestic second-stage technology companies with an interest in developing links to FAU. Palm Beach County's public/private partnership with FARDA has been ongoing since 2015.

Attachment:
1. Ad Valorem Economic Development Agreement with FARDA

Recommended By: _____ 10.14.26
Department Director — **Date**

Approved By: _____ 10/22/2026
Deputy County Administrator — **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Grant Expenditures					
Operating Costs	$275,000				
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	$275,000				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

Is Item Included in the Current Budget? **Yes** X **No** ____
Does this Item include the use of Federal funds? **Yes** ____ **No** X
Does this Item include the use of State funds? **Yes** ____ **No** X

Budget Account No.:

Fund 1539 Dept. 143 Unit 1185 Object 8201 Program Code/Period N/A

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

Approval of this agenda item will allocate $275,000 in General Fund Ad Valorem dollars.

C. Departmental Fiscal Review:

Valerie Alleyne, Division Director III
Finance and Administrative Services, HED

III. REVIEW COMMENTS

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

10/16/26
OFMB AAF 10/16

10/16/24
Contract Development and Control
10/16/24 FW

B. Legal Sufficiency:

10/19/26
Assistant County Attorney III

C. Other Department Review:

Department Director

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

Attachment 1

AD VALOREM ECONOMIC DEVELOPMENT AGREEMENT

BETWEEN PALM BEACH COUNTY

AND

FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY

THIS AGREEMENT, (the "Agreement") is made as of **October 1, 2026** ("Effective Date"), by and between **Palm Beach County (**hereinafter referred to as ("**COUNTY**"), a political subdivision of the State of Florida, and **Florida Atlantic Research and Development Authority (FARDA)**, a public instrumentality created by Broward and Palm Beach Counties, authorized to do business in the State of Florida, (hereinafter the ("**AGENCY**"), having its principal office at 3651 FAU Boulevard, Suite 400, Boca Raton, FL 33431.

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 and business 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 Ad Valorem funding in the amount of **Two Hundred Seventy-Five Thousand ($275,000) Dollars** ("Grant Funds") to the Agency to be utilized over a one (1) year period with an annual total allocation of **Two Hundred Seventy-Five Thousand Dollars ($275,000)**, 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 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 business recruitment, expansion, retention services and marketing to promote the general business and industrial interests of the County, as more specifically set forth in the Scope of Work detailed in **Exhibit A**, attached hereto and made a part hereof this Agreement.

The County's representative/liaison during the performance of this Agreement shall be Meri, Weymer, Assistant Department Director, department of Housing & Economic Development (HED), telephone number: (561) 233-3675, email mweymer@pbc.gov.

The Agency's representative/liaison during the performance of this Agreement shall be Andrew Duffell, telephone number: (561) 416-6092 ext. 140, email: aduffell@research-park.org.

ARTICLE 2 – SCHEDULE

The Agency shall commence services on **October 1, 2026**, the Effective Date and complete all services by Expiration Date of **September 30, 2027** ("Grant Period"). 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. **Amount.** 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 contract amount of Two Hundred Seventy-Five Thousand Dollars ($275,000). The Consultant shall notify the County's representative in writing when ninety percent (90%) of the "not to exceed amount" has been reached. The Consultant will bill the County on a monthly basis, no later than the 15th of the following month or as otherwise provided, at the amounts set forth 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. Should this Contract have approved subconsultant(s), the Consultant shall pay the subconsultant(s) within ten (10) business days of receipt of payment from the County.

B. **Invoices.** Invoices received from the Consultant pursuant to this Contract will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following the County representative's approval in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended.

C. **Expenses.** "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Two Hundred Seventy-Five Thousand Dollars ($275,000), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in the Agreement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes, as may be amended.

D. **Agreement Closeout Period.** Agency shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the Agreement in order to close-out the Agreement ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the Agreement term.

E. **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.

F. **Vendor Self Service (VSS) Registration Required:** In order to do business with Palm Beach County, Agency is 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.pbc.gov. 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 within three (3) years following final payment.

ARTICLE 5 – TERMINATION

This Agreement may be terminated by the Agency upon sixty (60) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of this Agreement through no fault of the Agency. It may also be terminated, in whole or in part, by the County, with cause upon five (5) business days written notice to the Agency or without cause upon ten (10) business days written notice to the Agency.

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 Agreement. Such personnel shall not be employees of or have any

contractual relationship with the County.

All of the services required hereunder 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 Agreement.

The Agency is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, 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 funding from Federal, State, or local sources for the purposes provided herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from County's annual budget and appropriations. In the event the funding sources received by the County for the purposes provided herein are terminated or reclaimed, the Subrecipient

acknowledges and agrees to repay any funds that have been disbursed to the Subrecipient as part of this Agreement.

ARTICLE 10 – INSURANCE

The Agency shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Agency under the Agreement. Agency agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability**: Agency shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: "**Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents**" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

B. **Workers' Compensation Insurance & Employer's Liability**: Agency shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. **Professional Liability/Technology Errors and Omissions**: Agency shall maintain Technology Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, County reserves the right, but not the obligation, to review and request a copy of Agency's most recent annual report or audited financial statement.

For policies written on a "claims-made" basis, Agency warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, Agency shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the Agency of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date"

of coverage.

D. **Waiver of Subrogation**: Except where prohibited by law, Agency hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Agency shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Agency enter into such an agreement on a pre-loss basis.

E. **Certificates of Insurance**: On execution of this Agreement, renewal of this Agreement, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Agreement, the Agency shall deliver to the County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 – INDEMNIFICATION

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

This Article shall survive termination or expiration of this Agreement.

ARTICLE 12 – SUCCESSORS AND ASSIGNS; ASSIGNMENT

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 – LAW AND VENUE; 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 Agreement will be held in a state 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.

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. 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 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 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.

The Agency shall require their President & CEO and Directors to complete an executed Disclosure of Material Interests in writing on the form attached as Exhibit "C" once annually for each of the five (5) years. Forms shall be submitted to the Department of Economic Development by October 15th of each contract year.

The parties agree to ensure that any exempt, confidential and exempt, or otherwise legally protected

information that may be shared between the parties as part of the procedures outlined in this Agreement is not disclosed except as authorized by law. This provision shall survive the expiration or earlier termination 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, epidemic, pandemic, 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 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 16 – INDEBTEDNESS

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, as may be amended 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 may be 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 article 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, Sections 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, as may be amended, 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 R2025-0748, as may be amended, the Agency warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally

during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, 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 R2025-0748, 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, 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 discrimination.

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:

Meri Weymer, Assistant Department Director
Department of Housing and Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

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

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

Andrew Duffell, President
Research Park at Florida Atlantic University
3651 FAU Boulevard, Suite 400
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 the "Modifications of Work" Article of this Agreement.

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, and R2024-0549, as may be amended.

The Agency is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Agency acknowledges that the Grant Funds include 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.

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 may be 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

As provided in section 287.135, Florida Statutes, as may be amended, 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 section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, 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 section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria.

Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Consultant, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 – PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, as may be amended, if the Agency: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) Florida Statutes, as may be amended, the Agency shall comply with the requirements of Section 119.0701, Florida Statutes, as may be amended. 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, Florida Statutes, 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 Agreement 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, Florida Statutes, 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 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 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 agrees 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 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 use the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all Agency's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and 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)(f), 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 Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Agency shall also be liable for any additional costs incurred by County as a result of the termination.

ARTICLE 34 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Agency certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 35 – NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

Agency warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Agency has executed **Exhibit B**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 36 - DIGITAL ACCESSIBILITY COMPLIANCE

Agency acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Agency represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Agency shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, Agency shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Agency shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Agency shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 37 – PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

Consultant hereby certifies to the County that Consultant does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

ARTICLE 38 – INCORPORATION BY REFERENCE

Exhibits and associated Schedules 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 Agreement shall govern.

ARTICLE 39 – RECOGNITION

The Agency shall include a reference to the financial support herein provided by the County, in all publications and publicity events, and provide the County with 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 to allow for participation of the Mayor, County Commissioners, County Administration, Department Staff or other county officials. Such support includes, Commissioner

participation in key stakeholder events such as the annual Agency Gala. To encourage participation in important Agency events, as part of the consideration for this Agreement, the Agency will provide

complimentary tickets to the County for further distribution to Commissioners and one guest to attend the annual Agency Gala, and may provide other tickets throughout the year to the County for further distribution to Commissioners and or County staff as it deems appropriate to ensure adequate County representation at the annual Agency Gala and other key stakeholder events. 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. On the Agency's website, reference to the County and recognition of the Palm Beach County Board of County Commissioner's support for the Agency must be prominently displayed and remain static.

ARTICLE 40 – 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 Grant Period 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 15th 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 **March 31, of each year**

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

WITNESS:

Signature

Name (type or print)

Signature

Name (type or print)

AGENCY:

Florida Atlantic Research and Development Authority

Andrew Duffell, President

(Corporate Seal)

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 an authorized official of the Consultant has made and executed this Agreement on behalf of the Agency.

ATTEST:

SHANNON RAMSEY-CHESSMAN
CLERK & COMPTROLLER AD INTERIM

By: _____
Deputy Clerk

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BOARD OF COUNTY COMMISSIONERS

By: _____
Sara Baxter, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By: _____
David Behar
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Carlos R. Serrano
Deputy Director

EXHIBIT A

ECONOMIC DEVELOPMENT
SCOPE OF WORK

ECONOMIC DEVELOPMENT
SCOPE OF WORK

ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to various regulations and requirements. Agency shall comply with all applicable laws and regulations including, but not limited to the following:

A. Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
B. The Drug-Free Workplace Act of 1988, as amended;
C. The Agency's Policies and Procedures Manuals, and Job descriptions;
D. The Agency's Articles of Incorporation and Bylaws;
E. The Agency's Certificate of Insurance;
F. Current list of the Agency's Officers and members of the Board of Directors;
G. Florida Statute 112.061, relating to per diem, travel.
H. 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, Schedules and all Amendments thereto, on file at its principal office.

The Agency agrees that HED shall be the final arbiter on the Agency's compliance with the agreement:

The AGENCY agrees to:

A. PROJECT SCOPE

Pursuant to the terms of this Agreement, and in accordance with the below deliverables, the AGENCY shall be reimbursed for services to developing a pipeline of emerging and second stage domestic and international technology companies, working to support and promote research at Florida Atlantic University (FAU) and to foster the economic development of Palm Beach County, that would remain predominantly in the Research Park at FAU or in Palm Beach County, to include:

1. Providing technical assistance and business support services for all Research Park at FAU companies to facilitate growth in revenues and employment opportunities; and
2. Sourcing and placing interns from Palm Beach County colleges and universities in Research Park at FAU companies; and
3. Assisting Research Park at FAU companies in hiring qualified candidates; and
4. Sourcing and recruiting second stage and mature technology companies from within and outside of the United States to the Research Park at FAU; and

5. Raise awareness about Palm Beach County as the ideal location for health technology entrepreneurs with solutions to South Florida's particular healthcare challenges; and
6. Assisting businesses in becoming registered vendors with Palm Beach County.

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

B. DELIVERABLES

Subsequent to the effective date of this Agreement and within the Agreement period, the AGENCY shall as a result of its project scope, achieve the following deliverables and provide the following data:

(1) Job Creation and Retention

a. Create a minimum of fifteen (15) full-time equivalent (FTE) jobs in Research Park at FAU companies, with an emphasis placed on making best efforts in creating jobs for individuals with low or moderate income at the time of hire where at least fifty-one percent (51%) of the jobs created be held by, or made available to:

   a. Low and Moderate income persons that reside in unincorporated Palm Beach County. Low and moderate income status is based on the person's household income at the time of hire and is not affected by subsequent raises or promotions. Documentation of efforts shall be provided on a monthly basis using the form and table to determine low and moderate income status provided in Schedule V, as may be modified by HUD; and,

b. Create at least fifteen (15) internships through Research Park at FAU and Global Ventures companies.

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

(2) Business Assistance

Engage a minimum of twenty-five (25) companies in discussions about locating at Research Park at FAU (to include Global Ventures).

(3) InBIA Soft Landings Certification

Maintain Global Ventures as a Soft Landings Center Program with official designation by the International Business Innovation Association (InBIA). Global Ventures is an entrepreneurial support initiative providing foreign and

domestic companies entering or expanding in Palm Beach County access to resources to meet their business goals.

(4) **Marketing**

a. Effectively market Global Ventures to relevant domestic and international audiences; and,

b. Update the Florida Department of Commerce and/or Select Florida offices and other international partners in target countries, to include but not be limited to Israel, Brazil, Colombia, and Canada, on recent news and developments at Global Ventures, and supply each office with updated materials to provide to interested companies.

(5) International Trade Shows

Represent Global Ventures and Research Park at FAU in at least two (2) international trade shows, either virtually or in-person, to promote the Research Park at FAU and Global Ventures.

C. AGENCY DOCUMENTATION TO THE COUNTY

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

a. **Invoice Cover Sheet** (Schedule "I") during the Agreement period. This cover sheet shall be placed on the Agency's Letterhead and include company name, invoice number, dollar amount requested, and the invoice period. Documentation of activity for the month(s) shall also be included with each invoice submitted.

b. **Conflict of Interest Affidavit** (Exhibit "A") to be signed and notarized at time of Agreement execution.

c. Agency shall submit an **Annual Report** and provide a copy of the Agency's **Independently Audited Financial Statements.**

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.

The COUNTY Agrees to:

A. The County agrees to provide Grant Funds for the above described deliverables to be provided by the Agency in accordance with the terms of this Agreement.

B. Monitor the Agency any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HED. Visits may be conducted by HED staff to ensure compliance with this Agreement, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of Agency's reporting to HED on such activities.

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SCHEDULE "I"

INVOICE COVER SHEET

INVOICE COVER SHEET

USE AGENCY LETTERHEAD STATIONERY:

DATE:

TO: **Meri Weymer, Assistant Department Director**
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

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

SUBJECT: **Reimbursement Request No._____**
Agreement No. (R_____-_____)

==========

In accordance with the agreement between the Florida Atlantic Research and Development Authority, and the Board of County Commissioners of Palm Beach County; the following amount is payable to the Florida Atlantic Research and Development Authority for economic development services performed in (Month, Year)

Month, Year Amount $_____

Total Amount Due Amount $_____

Documentation of activity for the month is attached as required by the Agreement

EXHIBIT "A"

Florida Atlantic Research and Development Authority

CONFLICTS OF INTEREST

CONFLICTS OF INTEREST

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA)
) §
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, this day personally appeared ANDREW S. DUFFELL, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is in the position of President & CEO or a member of the Board of Directors of the BOARD for Florida Atlantic Research and Development Authority, (the "AGENCY").

2. Affiant address is 3651 FAU BOULEVARD, SUITE 400, BOCA RATON, FL 33431.

3. Affiant acknowledges that neither Affiant nor any member of Affiant's immediate family or business associate has any interest, and shall not acquire any interest, directly or indirectly, in the activities provided under the Contract for the year beginning 2026-2027 (YEAR) which would conflict with the performance of Affiant's duties as President & CEO or a member of the Board of Directors of the BOARD, pursuant to this Contract and as provided for in Chapter 112, Part III, Florida Statutes. For the purposes of this paragraph, "immediate family" means parent, spouse, child or sibling per F.S. 112.3148. For the purposes of this paragraph, "business associate" means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.

4. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge believes it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Andrew S. Duffell

ANDREW S. DUFFELL, Affiant
(Print Affiant Name)

VIA ONLINE NOTARIZATION

Sworn to (or affirmed) and subscribed before me this 24 day of September, 2026, by Andrew S. Duffell

[x] who is personally known to me or [ ] who has produced as identification and who did take an oath.

Dawn Ann Fontana

Notary Public
My Commission Expires:
State of Florida at large

(Notary Seal)

DAWN ANN FONTANA
Notary Public - State of Florida
Commission # HH 768976
My Comm. Expires May 14, 2030

NotaryCam Doc ID: f37fa182-0427-4465-ae64-82107a88dc06

EXHIBIT B

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), *Fla. Stat.*)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **Florida Atlantic Research and Development Authority** (AGENCY) and attest that AGENCY does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

ANDREW S. DUFFELL, MBA
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 5th day of AUGUST 2026, by ANDREW S. DUFFELL, MBA.

Personally known ☑ OR produced identification ☐.

Type of identification produced n/a.

NOTARY PUBLIC
My Commission Expires.
State of Florida at large

Notary Public State of Florida
Jordan Geraci
My Commission HH 668279
Expires 4/23/2029

(Notary Seal)