



Florida Atlantic Research and Development Authority

3651 FAU Boulevard, Suite 400, Boca Raton, FL 33431

October 14, 2015 at 8 AM

AGENDA

- I. Call to order – Chairman Rosetto
- II. Roll call – Mr. Duffell
- III. Additions, deletions, substitutions to the agenda
- IV. Special presentation by Broward County – Broward County Commissioner LaMarca
- V. Review of the minutes of the September 16th, 2015 special meeting – Chairman Rosetto
- VI. Chairman's report
- VII. Treasurer's report
- VIII. General Counsel's report
- IX. University report
- X. President's report
- XI. Old business
- XII. New business
 - i. Review of funding agreement with Palm Beach County
 - ii. President & CEO performance review
 - iii. Finance Committee report
 - i. Review of audit RFP responses and presentation by finalists Keefe McCullough and Templeton & Company

- ii. Presentation of proposed 2015-2016 budget
 - iii. Recommendation of proposed policy 15-1 - Budget, Finance and Purchasing Policy
 - iv. Review of expiring policies
 - v. Review of People's Trust development plans
- XIII. Adjourn

Upcoming meeting dates:

Wednesday December 9, 2015
Wednesday February 10, 2016
Wednesday April 13, 2016
Wednesday June 8, 2016
Wednesday August 10, 2016

The Authority reserves the right to change these dates at its discretion and to add new dates as needed, subject to the requirements of applicable law.

All meetings at 8 AM unless otherwise noted

Members of the public wishing to comment on issues before the Authority may fill in a Comment Card and must submit it to the Chairman before the item is taken up by the Authority. Each member of the public may speak for 3 minutes on his/her stated agenda item.



FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY

PUBLIC COMMENT REQUEST CARD

Name	Email	Agenda Item #	Summary of Comment

Speaker must wait until the Chairman calls upon him/her to make his/her comment. Time is limited to 3 minutes, subject to modification by the Board, in order that the meeting run efficiently.



RESEARCH PARK
AT FLORIDA ATLANTIC
UNIVERSITY®

FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY

Meeting Minutes

Meeting held at the Technology Business Incubator

3651 FAU Blvd. Suite 400

Boca Raton, FL 33431

September 16th, at 4:30 PM

Members present

Bruce Rosetto	Chair
Bob Parks	Vice-Chair
Michael Daszkal	Treasurer
Lonnie Maier	Member

Members absent

Bob Swindell	Member
Daniel Flynn	Member (<i>participated via telephone</i>)
Susan Whelchel	Member

Staff present

Andrew Duffell	President & CEO
Freddy Perera	General Counsel (<i>participated via telephone</i>)
Christine Bures	Director of Operations
Jonathan Grabis	Program Manager

Others Present

No others present.

Call to Order

Meeting called to order by Chair Rosetto at 4:30 PM.

Roll Call

President Duffell called the roll; 4 members present and 3 members absent. Mr. Duffell informed the Chairman that a quorum was present.

Additions, deletions, substitutions to the agenda

No additions, deletions, or substitutions to the agenda

Approval of the minutes

Chair Rosetto asked if the Members had the opportunity to review the minutes from the August meeting. There being no additions or changes to the minutes, he asked for a motion to approve the minutes as presented.

A motion to approve the minutes of the August 12th, 2015 meeting was made by Dr. Parks, and seconded by Treasurer Daszkal. The motion passed 4-0, with 3 members absent.

Old business

No old business outstanding.

New Business

Review of City of Boca Raton Agreement for Economic Development Fund Grant

President Duffell presented the Authority with the agreement put forward by the City of Boca Raton for the Economic Development Fund Grant. The agreement has been reviewed by General Counsel Perera and is approved as to form.

A motion to approve Resolution 15-12, approving agreement with the City of Boca Raton governing city's annual grant to the Authority for economic development; providing for severability; and providing for an effective date was made by Treasurer Daszkal and seconded by Ms. Maier. The motion passed 4-0, with 3 members absent.

Review of Palm Beach County Agreement for Cooperation on Economic Development Administration Grant

President Duffell reviewed the scope of work outlined in the agreement to work with Palm Beach County on joint administration of the grant awarded by the Economic Development Administration (EDA). The agreement has been reviewed by General Counsel Perera and is approved as to form.

A motion to approve Resolution 15-3, approving agreement with Palm Beach County in connection with grant received to explore feasibility of research park in northern part of Palm Beach County; providing for severability; and providing for an effective date was made by Dr. Parks and seconded by Ms. Maier. The motion passed 4-0, with 3 members absent.

Chair Rosetto asked the members if there was any additional new business and there being none, called for a motion to adjourn.

Motion to adjourn made by Dr. Parks at 4.51 pm, and seconded by Ms. Maier. The motion passed 4-0, with 3 members absent.

FARDA
Balance Sheet
 As of September 30, 2015

	Sep 30, 15
ASSETS	
Current Assets	
Checking/Savings	
BankUnited - GAP Fund	98,384.68
BankUnited - Money Market	104,030.45
BankUnited - Operating	36,284.01
Total Checking/Savings	238,699.14
Accounts Receivable	
Accounts Receivable	33,524.39
Total Accounts Receivable	33,524.39
Other Current Assets	
Current Assets	
Contr of Lease Rental - CP	
Boca Raton RP	108,849.00
Deerfield Beach RP	16,072.00
Total Contr of Lease Rental - CP	124,921.00
Total Current Assets	124,921.00
Prepaid Expenses	
Prepaid Insurance	2,529.00
Prepaid Misc	7,562.50
Prepaid Rent	1,036.00
Total Prepaid Expenses	11,127.50
Total Other Current Assets	136,048.50
Total Current Assets	408,272.03
Fixed Assets	
Deferred Lease Costs	
Accumulated Amortization	(3,840.91)
Deferred Lease Costs - Other	30,155.75
Total Deferred Lease Costs	26,314.84
Property & Equipment	
Accumulated Depreciation	(54,447.23)
Computers & Office Equipment	21,001.71
Leasehold Improvements	79,384.90
Park Signs	17,172.51
Total Property & Equipment	63,111.89
Total Fixed Assets	89,426.73
Other Assets	
Contribution of Lease Rental	
Boca Raton Research Park	7,619,409.00
Deerfield Beach Research Park	1,398,288.00
Total Contribution of Lease Rental	9,017,697.00
Total Other Assets	9,017,697.00
TOTAL ASSETS	9,515,395.76
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	3,363.25
Total Accounts Payable	3,363.25
Other Current Liabilities	
Compensated Absence Liability	955.68

FARDA
Balance Sheet
As of September 30, 2015

	Sep 30, 15
Def Cont of Lease Rental - CP	
Boca Raton Res Park	108,849.00
Dfrd Bch Research Park	16,072.00
Total Def Cont of Lease Rental - CP	124,921.00
Health Savings	
Flexible Spending	(885.78)
Unreimb Medical	(873.49)
Total Health Savings	(1,759.27)
Rent Collected in Advance	88,548.93
Sales Tax Payable	1,488.80
Total Other Current Liabilities	214,155.14
Total Current Liabilities	217,518.39
Long Term Liabilities	
Dfrd Cont of Lease Rental	
Boca Raton Research Park	7,619,409.00
Deerfield Beach Research Park	1,398,288.00
Total Dfrd Cont of Lease Rental	9,017,697.00
Rent Deposits Payable	28,367.00
Utility Deposits Payable	2,108.69
Total Long Term Liabilities	9,048,172.69
Total Liabilities	9,265,691.08
Equity	
Funds Invested in Cap Assets	106,140.00
Retained Earnings	20,517.93
Net Income	123,046.75
Total Equity	249,704.68
TOTAL LIABILITIES & EQUITY	9,515,395.76

4:10 PM

10/09/15

FARDA
Statement of Cash Flows
September 2015

	<u>Sep 15</u>
OPERATING ACTIVITIES	
Net Income	15,716.65
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	11,762.63
Prepaid Expenses:Prepaid Insurance	799.00
Prepaid Expenses:Prepaid Misc	(2,500.00)
Accounts Payable	621.65
Health Savings:Unreimb Medical	208.32
Rent Collected in Advance	(24,610.51)
Sales Tax Payable	(994.18)
Net cash provided by Operating Activities	<u>1,003.56</u>
FINANCING ACTIVITIES	
Rent Deposits Payable	4,500.00
Net cash provided by Financing Activities	<u>4,500.00</u>
Net cash increase for period	5,503.56
Cash at beginning of period	<u>233,195.58</u>
Cash at end of period	<u><u>238,699.14</u></u>

A	B	C	M	N	O	P	Q	R	S	T	U	V	W	X	Y
2		Florida Atlantic													
3		Research & Development Authority	Sep				Sep						YTD		
4			2015				2015						2015		2015
5			Actual				Budget				Actual		Budget		Budget
6															
7		Land Income													
8		Boca Land - Phase I	14,696		14,591		14,614		175,780		174,592		175,368		175,368
9		Boca Land - Phase II	5,883		5,784		5,850		70,363		69,049		70,198		70,198
10		Boca Land - VOC	1,100		1,021		1,094		13,158		12,328		13,128		13,128
11		Deerfield Land - Phase I	4,771		4,700		4,700		57,039		56,350		56,395		56,395
12		Deerfield Land - Phase II	3,370		3,319		3,319		40,284		39,728		39,830		39,830
13		Deerfield Land - Phase III	4,870		4,796		4,797		58,219		57,413		57,562		57,562
14		Deerfield Land - Additional Property	5,570		5,570		5,570		66,837		66,837		66,837		66,837
15		BRAA Land - 1.32 acres	1,075		1,075		1,075		12,898		12,898		12,898		12,898
16		BRAA Land - 1.79 acres	1,857		1,857		1,849		22,225		21,886		22,185		22,185
17		Total Land Income	43,192		42,713		42,867		516,803		501,676		514,401		514,401
18		Land Expense													
19		Attorney fees (80% annual attorney fees)	1,600		0		2,989		41,443		2,989		35,863		35,863
20		Attorney fees reimbursements	0		0		0		29,529		0		29,529		29,529
21		Total Land Expense	1,600		0		0		11,914		2,989		6,334		6,334
22		Net Income - Land	41,592		42,713		42,867		504,889		498,687		508,067		508,067
23		Incubator Income													
24		Suite 400 - rent (internet is included in rent)	21,393		16,800		19,355		238,738		285,307		232,260		232,260
25		Suite 210 - rent	0		13,761		0		68,803		63,026		68,803		68,803
26		Total Incubator Income	21,393		30,561		19,355		307,541		348,333		301,063		301,063
27		Incubator Expense													
28		Suite 400 - rent (paid to CBRE)	25,778		25,427		25,544		307,693		280,151		306,522		306,522
29		Suite 210 - rent (paid to CBRE)	2,303		13,371		0		67,325		158,559		67,324		67,324
30		FPL - Suite 400					2,476		28,896		23,300		29,712		29,712
31		FPL - Suite 210					956		6,695		10,356		11,477		11,477
32		FPL Fibernet (Internet)	3,482				1,217		18,292		16,599		14,600		14,600
33		FL LambdaRail (Internet)					1,340		16,078		15,824		16,078		16,078
34		AC Maintenance - Suite 400	246		155		291		3,693		155		3,494		3,494
35		AC Maintenance - Suite 210					0		0		0		0		0
36		IT Maintenance/Upgrades			925		333		575		8,223		4,000		4,000
37		Facility Maintenance/Repairs			1,375		375		4,792		9,665		4,500		4,500
38		Janitorial - Suite 400 and Suite 210	1,700		1,209		1,294		13,260		14,289		15,525		15,525
39		Copier					49		344		0		590		590
40		Total Incubator Expense	33,509		42,462		33,875		467,643		537,121		473,822		473,822
41		Net Income - Incubator	(12,116)		(11,901)		(14,520)		(160,102)		(188,788)		(172,759)		(172,759)
42		Service Income													
43		New World Angels	0		0		3,333		35,791		5,750		40,000		40,000
44		Total Service Income	0		0		3,333		35,791		5,750		40,000		40,000
45		Service Expense													
46		Travel reimbursement	0		0		0		0		0		0		0
47		Total Service Expense	0		0		0		0		0		0		0
48		Net Income - Service	0		0		3,333		35,791		5,750		40,000		40,000
49		Marketing Income													
50		Marketing Cost Share	1,250		1,250		1,250		15,000		15,000		15,000		15,000
51		Banner Signs	0		0		0		32,500		0		33,750		33,750

A	B	C	M	N	O	P	Q	R	S	T	U	V	W	X	Y
52	Podcasts		0	0	0	0	0	0	5,000		0	0	5,000		5,000
53	Total Marketing Income		1,250	1,250	1,250	1,250	1,250	1,250	52,500		15,000	15,000	53,750		53,750
54	Marketing Expense														
55	Ambit		1,500	1,500	3,000	3,085	3,085	3,085	25,014		38,582	38,582	37,015		37,015
56	Banner Signs		0	0	0	750	750	750	7,947		0	0	9,000		9,000
57	Total Marketing Expense		1,500	1,500	3,000	3,835	3,835	3,835	32,961		38,582	38,582	46,015		46,015
58	Net Income - Marketing		(250)	(250)	(1,750)	(2,585)	(2,585)	(2,585)	40,908		(23,582)	(23,582)	7,735		7,735
59	Sponsorship Income														
60	Sponsor Partner Program		0	0	0	0	0	0	0		0	0	7,500		7,500
61	Total Sponsorship Income		0	0	0	0	0	0	0		0	0	7,500		7,500
62	Sponsorship Expense														
63	Promotional items		0	0	3,500	0	0	0	2,990		3,500	3,500	0		0
64	Total Sponsorship Expense		0	0	3,500	0	0	0	2,990		3,500	3,500	0		0
65	Net Income - Sponsorship		0	0	(3,500)	0	0	0	0		0	0	7,500		7,500
66	Event Income														
67	Networking events and workshops		6,025	6,025	0	0	0	0	92,025		27,990	27,990	50,000		50,000
68	Total Event Income		6,025	6,025	0	0	0	0	92,025		27,990	27,990	50,000		50,000
69	Event Expense														
70	Venue and catering		37,309	37,309	0	0	0	0	44,357		0	0	40,000		40,000
71	Total Event Expense		37,309	37,309	0	0	0	0	44,357		0	0	40,000		40,000
72	Net Income - Event		(37,309)	(37,309)	0	0	0	0	(44,357)		0	0	10,000		10,000
73	Grant Income														
74	Economic Development Administration (EDA)		0	0	0	0	0	0	0		0	0	26,667		26,667
75	Total Grant Income		0	0	0	0	0	0	0		0	0	26,667		26,667
76	Grant Expense														
77	EDA grant related expense - consulting		0	0	0	0	0	0	0		0	0	14,933		14,933
78	Total Grant Expense		0	0	0	0	0	0	0		0	0	14,933		14,933
79	Net Income - Grant		0	0	0	0	0	0	0		0	0	11,734		11,734
80	Municipal Contribution Income														
81	Palm Beach County contribution (not confirmed)		0	0	0	0	0	0	0		0	0	0		0
82	City of Boca Raton contribution		50,000	50,000	0	50,000	50,000	50,000	50,000		0	0	50,000		50,000
83	Total Municipal Contribution Income		50,000	50,000	0	50,000	50,000	50,000	50,000		0	0	50,000		50,000
84	Municipal Contribution Expense														
85	Misc. program related expense (10% of income)		0	0	0	0	0	0	0		0	0	0		0
86	Catalyst Fund (25K contribution from FARDA)		0	0	0	0	0	0	4,101		0	0	4,101		4,101
87	Total Municipal Contribution Expense		0	0	0	0	0	0	4,101		0	0	4,101		4,101
88	Net Income - Tax		0	0	0	0	0	0	0		0	0	45,899		45,899
89	Misc. Income		20	20	8,914	417	417	417	5,030		9,069	9,069	5,000		5,000
90	Interest		37	37	40	30	30	30	665		491	491	357		357
91	Total Income		121,917	121,917	83,478	117,252	117,252	1,089,884	1,089,884		908,309	908,309	1,048,738		1,078,267
92	Total Expense		73,918	73,918	48,962	37,709	37,709	590,505	590,505		578,692	578,692	585,205		614,734
93	Total Net Income		47,999	47,999	34,516	79,542	79,542	499,379	499,379		329,617	329,617	463,533		463,533
94	Operational Expense														
95	Employee Salary (payroll) (includes taxes)		20,001	20,001	20,639	19,598	19,598	19,598	235,175		202,301	202,301	235,172		235,172
96	Employee Benefits		3,470	3,470	2,803	3,607	3,607	3,607	41,604		32,770	32,770	43,287		43,287
97	Employee Training/Education					833	833	833	5,295		23,221	23,221	10,000		10,000
98	Employee Bonus/Incentive					0	0	0	0		0	0	20,000		20,000
99	Insurance (Liability, Disability)		799	799	707	868	868	868	12,062		10,260	10,260	10,410		10,410
100	Accounting		500	500	500	500	500	500	16,000		15,000	15,000	15,000		15,000
101	Legal		400	400		417	417	417	5,200		40,508	40,508	5,000		5,000

	A	B	C	M	N	O	P	Q	R	S	T	U	V	W	X	Y
102			Consulting/Contract					0		0		0				0
103			Travel/Meetings/Seminars	40		1,514		1,250		13,759		14,764		15,000		15,000
104			Automobile Expense	550		550		542		6,050		6,600		6,500		6,500
105			Business Meals					167		0		0		2,000		2,000
106			Dues/Memberships	880		126		1,358		11,611		4,254		16,295		16,295
107			Publications/Subscriptions					42		0		0		500		500
108			Supplies/Equipment			50		292		4,220		5,183		3,500		3,500
109			Postage					25		0		0		300		300
110			Printing					208		648		1,653		2,500		2,500
111			Telephone (bus. line, conf calls, cell reimb.)	103		297		308		3,422		3,578		3,700		3,700
112			Website			297		167		916		1,273		2,000		2,000
113			Community/Sponsorship Support					1,250		15,000		40,000		15,000		15,000
114			Restricted Reserves					0		0		0		25,000		25,000
115			Misc. Expenses	212				167		2,067		20,583		2,000		2,000
116			Professional Fees - Planning					0		0		36,614		0		0
117			Contribution - EDC					0		0		0		0		0
118			Depreciation					0		0		0		0		0
119			Service Fees (payroll, bank, interest/penalties etc.)	328		275		333		3,303		3,659		4,000		4,000
120			Total Operational Expense	27,283		27,758		31,930		376,332		462,221		437,164		437,164
121			Total Expense	101,201		76,720		69,640		966,837		1,040,913		1,022,369		1,051,898
122			Net Income	20,716		6,758		47,612		123,047		(132,604)		26,369		26,369

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Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,741.60
Total Accounts Payable	2,741.60
Other Current Liabilities	
Compensated Absence Liability	955.68

2:24 PM
09/16/15
Accrual Basis

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Long Term Liabilities	
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Total Liabilities	9,285,993.37
Equity	
Funds Invested in Cap Assets	106,140.00
Retained Earnings	20,517.93
Net Income	102,302.03
Total Equity	228,959.96
TOTAL LIABILITIES & EQUITY	9,514,953.33

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Statement of Cash Flows
October 2014 through August 2015

	Oct '14 - Aug 15
OPERATING ACTIVITIES	
Net Income	102,302.03
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	(6,503.04)
Prepaid Expenses:Prepaid Insurance	(931.00)
Prepaid Expenses:Prepaid Misc	(5,000.00)
Prepaid Expenses:Prepaid Rent	(1,036.00)
Accounts Payable	(6,011.56)
Deferred Revenue	(23,750.00)
Health Savings:Unreimb Medical	(1,386.58)
Payroll Liabilities	(21,530.00)
Rent Collected in Advance	26,569.14
Sales Tax Payable	1,591.43
Net cash provided by Operating Activities	64,314.42
FINANCING ACTIVITIES	
Rent Deposits Payable	9,242.00
Utility Deposits Payable	2,108.69
Net cash provided by Financing Activities	11,350.69
Net cash increase for period	75,665.11
Cash at beginning of period	157,530.47
Cash at end of period	233,195.58

	A	B	C	M	N	O	P	Q	R	S	T	U	V	W	X	Y
50			Marketing Cost Share	1,250	1,250	1,250	1,250	1,250	1,250	13,750	13,750	13,750	13,750	13,750		15,000
51			Banner Signs	0	0	0	0	0	0	32,500	32,500	0	0	30,938		33,750
52			Podcasts	0	0	0	0	0	0	5,000	5,000	0	0	4,583		5,000
53			Total Marketing Income	1,250	1,250	1,250	1,250	1,250	1,250	51,250	51,250	13,750	13,750	49,271		53,750
54			Marketing Expense													
55			Ambit	0	0	3,012	0	3,085	3,085	23,515	23,515	35,582	35,582	33,930		37,015
56			Banner Signs	0	0	0	0	750	750	7,947	7,947	0	0	8,250		9,000
57			Total Marketing Expense	0	0	3,012	0	3,835	3,835	31,462	31,462	35,582	35,582	42,180		46,015
58			Net Income - Marketing	1,250	(1,762)	(1,762)	0	(2,585)	(2,585)	39,409	39,409	(21,832)	(21,832)	7,090		7,735
59			Sponsorship Income	0	0	0	0	0	0	0	0	0	0	0		7,500
60			Sponsor Partner Program	0	0	0	0	0	0	0	0	0	0	0		7,500
61			Total Sponsorship Income	0	0	0	0	0	0	0	0	0	0	0		7,500
62			Sponsorship Expense	0	0	0	0	0	0	0	0	0	0	0		0
63			Promotional items	0	0	0	0	0	0	0	0	0	0	0		0
64			Total Sponsorship Expense	0	0	0	0	0	0	0	0	0	0	0		0
65			Net Income - Sponsorship	0	0	0	0	0	0	0	0	0	0	0		7,500
66			Event Income	0	0	0	0	0	0	0	0	0	0	0		0
67			Networking events and workshops	35,000	35,000	35,000	35,000	35,000	35,000	86,000	86,000	27,990	27,990	50,000		50,000
68			Total Event Income	35,000	35,000	35,000	35,000	35,000	35,000	86,000	86,000	27,990	27,990	20,833		50,000
69			Event Expense	0	0	0	0	0	0	7,048	7,048	0	0	40,000		40,000
70			Venue and catering	1,117	1,117	1,117	1,117	1,117	1,117	7,048	7,048	0	0	40,000		40,000
71			Total Event Expense	1,117	(1,117)	(1,117)	0	0	0	(7,048)	(7,048)	0	0	(19,167)		10,000
72			Net Income - Event	33,883	36,117	36,117	35,000	35,000	35,000	88,948	88,948	27,990	27,990	39,993		60,000
73			Grant Income	0	0	0	0	0	0	0	0	0	0	0		26,667
74			Economic Development Administration (EDA)	0	0	0	0	0	0	0	0	0	0	0		26,667
75			Total Grant Income	0	0	0	0	0	0	0	0	0	0	0		26,667
76			Grant Expense	0	0	0	0	0	0	0	0	0	0	0		0
77			EDA grant related expense - consulting	0	0	0	0	0	0	0	0	0	0	0		14,933
78			Total Grant Expense	0	0	0	0	0	0	0	0	0	0	0		14,933
79			Net Income - Grant	0	0	0	0	0	0	0	0	0	0	0		11,734
80			Municipal Contribution Income	0	0	0	0	0	0	0	0	0	0	0		0
81			Palm Beach County contribution (not confirmed)	0	0	0	0	0	0	0	0	0	0	0		0
82			City of Boca Raton contribution	0	0	0	0	0	0	0	0	0	0	0		50,000
83			Total Municipal Contribution Income	0	0	0	0	0	0	0	0	0	0	0		50,000
84			Municipal Contribution Expense	0	0	0	0	0	0	0	0	0	0	0		0
85			Misc. program related expense (10% of income)	0	0	0	0	0	0	4,101	4,101	0	0	4,101		4,101
86			Catalyst Fund (25K contribution from FARDA)	0	0	0	0	0	0	4,101	4,101	0	0	4,101		4,101
87			Total Municipal Contribution Expense	0	0	0	0	0	0	8,202	8,202	0	0	8,202		45,899
88			Net Income - Tax	24	369	369	580	417	417	4,982	4,982	155	155	4,583		5,000
89			Misc. Income	24	369	369	580	417	417	4,982	4,982	155	155	4,583		5,000
90			Interest	0	0	0	42	30	30	628	628	451	451	327		357
91			Total Income	105,805	105,805	105,805	78,020	67,252	67,252	967,940	967,940	824,831	824,831	864,924		1,078,267
92			Total Expense	32,817	32,817	32,817	50,198	37,709	37,709	516,586	516,586	530,241	530,241	532,991		614,734
93			Total Net Income	72,988	72,988	72,988	27,822	29,542	29,542	451,354	451,354	294,590	294,590	331,933		463,533
94			Operational Expense	0	0	0	0	0	0	0	0	0	0	0		0
95			Employee Salary (payroll) (includes taxes)	20,001	20,001	19,109	19,109	19,598	19,598	215,175	215,175	181,662	181,662	215,574		235,172
96			Employee Benefits	3,470	3,470	1,240	1,240	3,607	3,607	38,135	38,135	29,967	29,967	39,680		43,287
97			Employee Training/Education	0	0	8,685	8,685	833	833	5,295	5,295	23,221	23,221	9,167		10,000

A	B	C	M	N	O	P	Q	R	S	T	U	V	W	X	Y
98		Employee Bonus/Incentive	0	0	0	0	0	0	0	0	0	0	0	0	20,000
99		Insurance (Liability, Disability)	799	0	707	868	11,263	9,543	11,263	9,543	9,553	9,543	9,543	0	10,410
100		Accounting	500	0	500	500	15,500	13,750	15,500	14,500	14,500	14,500	13,750	0	15,000
101		Legal	400	0	2,109	417	4,800	4,583	4,800	4,000	40,508	4,583	4,583	0	5,000
102		Consulting/Contract	0	0	0	0	0	0	0	0	0	0	0	0	0
103		Travel/Meetings/Seminars	335	0	2,735	1,250	13,719	13,750	13,719	13,250	13,250	13,750	13,750	0	15,000
104		Automobile Expense	550	0	550	542	5,500	5,958	5,500	6,050	6,050	5,958	5,958	0	6,500
105		Business Meals	0	0	0	167	0	1,833	0	0	0	1,833	1,833	0	2,000
106		Dues/Memberships	3,045	0	28	1,358	10,731	14,937	10,731	4,128	4,128	14,937	14,937	0	16,295
107		Publications/Subscriptions	0	0	0	42	0	458	0	0	0	458	458	0	500
108		Supplies/Equipment	260	0	161	292	4,220	3,208	4,220	5,133	5,133	3,208	3,208	0	3,500
109		Postage	0	0	0	25	0	275	0	0	0	275	275	0	300
110		Printing	0	0	0	208	648	2,292	648	1,653	1,653	2,292	2,292	0	2,500
111		Telephone (bus. line, conf calls, cell reimb.)	256	0	195	308	3,319	3,392	3,319	3,281	3,281	3,392	3,392	0	3,700
112		Website	0	0	25	167	916	1,833	916	976	976	1,833	1,833	0	2,000
113		Community/Sponsorship Support	0	0	0	1,250	15,000	13,750	15,000	40,000	40,000	13,750	13,750	0	15,000
114		Restricted Reserves	0	0	0	0	0	0	0	0	0	0	0	0	25,000
115		Misc. Expenses	455	0	8	167	1,855	1,833	1,855	20,583	20,583	1,833	1,833	0	2,000
116		Professional Fees - Planning	0	0	0	0	0	0	0	36,614	36,614	0	0	0	0
117		Contribution - EDC	0	0	0	0	0	0	0	0	0	0	0	0	0
118		Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0
119		Service Fees (payroll, bank, interest/penalties etc.)	144	0	250	333	2,975	3,667	2,975	3,384	3,384	3,667	3,667	0	4,000
120		Total Operational Expense	30,215	0	36,302	31,930	349,051	359,484	349,051	434,463	434,463	359,484	359,484	0	437,164
121		Total Expense	63,032	0	86,500	69,640	865,637	892,475	865,637	964,704	964,704	892,475	892,475	0	1,051,898
122		Net Income	42,773	0	(8,480)	(2,388)	102,303	(27,551)	102,303	(139,873)	(139,873)	(27,551)	(27,551)	0	26,369

9:58 AM
 08/11/15
 Accrual Basis

FARDA
Balance Sheet
 As of July 31, 2015

MD
 8/11/15

	Jul 31, 15
ASSETS	
Current Assets	
Checking/Savings	
BankUnited - GAP Fund	46,404.23
BankUnited - Money Market	53,653.59
BankUnited - Operating	104,417.15
Total Checking/Savings	204,474.97
Accounts Receivable	
Accounts Receivable	38,552.06
Total Accounts Receivable	38,552.06
Other Current Assets	
Current Assets	
Contr of Lease Rental - CP	
Boca Raton RP	108,849.00
Deerfield Beach RP	16,072.00
Total Contr of Lease Rental - CP	124,921.00
Total Current Assets	124,921.00
Prepaid Expenses	
Prepaid Insurance	1,597.50
Prepaid Misc	5,062.50
Total Prepaid Expenses	6,660.00
Total Other Current Assets	131,581.00
Total Current Assets	374,608.03
Fixed Assets	
Deferred Lease Costs	
Accumulated Amortization	(3,840.91)
Deferred Lease Costs - Other	30,155.75
Total Deferred Lease Costs	26,314.84
Property & Equipment	
Accumulated Depreciation	(54,447.23)
Computers & Office Equipment	21,001.71
Leasehold Improvements	79,384.90
Park Signs	17,172.51
Total Property & Equipment	63,111.89
Total Fixed Assets	89,426.73
Other Assets	
Contribution of Lease Rental	
Boca Raton Research Park	7,619,409.00
Deerfield Beach Research Park	1,398,288.00
Total Contribution of Lease Rental	9,017,697.00
Total Other Assets	9,017,697.00
TOTAL ASSETS	9,481,731.76
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	8,238.00
Total Accounts Payable	8,238.00
Other Current Liabilities	
Compensated Absence Liability	955.68

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9:58 AM
08/11/15
Accrual Basis

FARDA
Balance Sheet
As of July 31, 2015

MD
8/11/15

	Jul 31, 15
Def Cont of Lease Rental - CP	
Boca Raton Res Park	108,849.00
Drfd Bch Research Park	16,072.00
Total Def Cont of Lease Rental - CP	124,921.00
Health Savings	
Flexible Spending	(885.78)
Unrelmb Medical	(1,290.13)
Total Health Savings	(2,175.91)
Rent Collected In Advance	124,484.19
Sales Tax Payable	1,471.62
Total Other Current Liabilities	249,656.58
Total Current Liabilities	257,894.58
Long Term Liabilities	
Dfrd Cont of Lease Rental	
Boca Raton Research Park	7,619,409.00
Deerfield Beach Research Park	1,398,288.00
Total Dfrd Cont of Lease Rental	9,017,697.00
Rent Deposits Payable	22,167.00
Utility Deposits Payable	2,108.69
Total Long Term Liabilities	9,041,972.69
Total Liabilities	9,299,867.27
Equity	
Funds Invested In Cap Assets	106,140.00
Retained Earnings	20,517.93
Net Income	55,206.56
Total Equity	181,864.49
TOTAL LIABILITIES & EQUITY	9,481,731.76

MD
5/11/18

A	B	C	M	N	O	P	Q	R	S	T	U	V	W
1													
2		Florida Atlantic											
3		Research & Development Authority	July 2015	July 2014	July 2015	July 2015	July 2015	YTD 2015	YTD 2015	YTD 2014	YTD 2015		
4			Actual	Actual	Budget	Budget	Actual	Actual	Actual	Actual	Budget		
5													
6													
7		Land Income											
8		Boca Land - Phase I	14,696	14,591	14,614	14,614	146,387	145,410	146,140	145,410	146,140		
9		Boca Land - Phase II	5,883	5,784	5,850	5,850	58,598	57,481	58,498	57,481	58,498		
10		Boca Land - VOC	1,100	1,021	1,094	1,094	10,958	10,286	10,940	10,286	10,940		
11		Deerfield Land - Phase I	4,771	4,700	4,700	4,700	47,497	46,950	46,996	46,950	46,996		
12		Deerfield Land - Phase II	3,370	3,319	3,319	3,319	33,545	33,090	33,192	33,090	33,192		
13		Deerfield Land - Phase III	4,870	4,796	4,797	4,797	48,479	47,821	47,968	47,821	47,968		
14		Deerfield Land - Additional Property	5,570	5,570	5,570	5,570	55,697	55,697	55,698	55,697	55,698		
15		BRAA Land - 1.32 acres	1,075	1,075	1,075	1,075	10,749	1,343	10,748	1,343	10,748		
16		BRAA Land - 1.79 acres	1,857	1,857	1,849	1,849	18,512	18,172	18,488	18,172	18,488		
17		Total Land Income	43,192	42,713	42,867	42,867	430,422	416,250	428,668	416,250	428,668		
18		Land Expense											
19		Attorney fees (80% annual attorney fees)	1,600	0	2,989	2,989	39,843	29,886	29,886	39,843	29,886		
20		Attorney fees reimbursements	0	0	0	0	29,529	29,529	29,529	0	29,529		
21		Total Land Expense	1,600	0	0	0	10,314	0	357	0	357		
22		Net Income - Land	41,592	42,713	42,867	42,867	420,108	416,250	428,311	416,250	428,311		
23		Incubator Income											
24		Suite 400 - rent (Internet is included in rent)	20,890	26,325	19,355	19,355	195,083	251,708	193,550	251,708	193,550		
25		Suite 210 - rent	0	0	0	0	68,803	35,504	68,803	35,504	68,803		
26		Total Incubator Income	20,890	26,325	19,355	19,355	263,886	287,212	262,353	287,212	262,353		
27		Incubator Expense											
28		Suite 400 - rent (paid to CBRE)	25,778	25,427	25,544	25,544	256,138	229,297	255,435	229,297	255,435		
29		Suite 210 - rent (paid to CBRE)	0	13,371	0	0	67,325	131,817	67,324	131,817	67,324		
30		FPL - Suite 400	2,358	2,483	2,476	2,476	24,183	20,805	24,760	20,805	24,760		
31		FPL - Suite 210	0	1,230	956	956	6,695	9,112	11,477	9,112	11,477		
32		FPL Fibernet (Internet)	0	3,018	1,217	1,217	14,807	15,090	12,167	15,090	12,167		
33		FL LambdaRail (Internet)	0	3,956	1,340	1,340	16,078	15,824	12,059	15,824	12,059		
34		AC Maintenance - Suite 400	0	0	291	291	2,998	2,912	2,912	2,998	2,912		
35		AC Maintenance - Suite 210	0	0	0	0	0	0	0	0	0		
36		IT Maintenance/Upgrades	0	0	333	333	425	7,298	3,333	7,298	3,333		
37		Facility Maintenance/Repairs	430	383	375	375	4,288	6,145	3,750	6,145	3,750		
38		Janitorial - Suite 400 and Suite 210	932	1,119	1,294	1,294	10,753	12,085	12,938	12,085	12,938		
39		Copier	0	0	49	49	343	492	492	343	492		
40		Total Incubator Expense	29,498	50,987	33,875	33,875	404,033	447,473	406,645	447,473	406,645		
41		Net Income - Incubator	(8,608)	(24,662)	(14,520)	(14,520)	(140,147)	(160,261)	(144,292)	(160,261)	(144,292)		
42		Service Income											
43		New World Angels	3,708	2,875	3,333	3,333	32,083	0	33,333	0	33,333		

A	B	C	M	N	O	P	Q	R	S	T	U	V	W
44	Total Service Income		3,708		2,875		3,333		32,083		0		33,333
45	Service Expense								0				0
46	Travel reimbursement		0		0		0		0				0
47	Total Service Expense		0		0		0		0				0
48	Net Income - Service		3,708		2,875		3,333		32,083		0		33,333
49	Marketing Income												
50	Marketing Cost Share		1,250		1,250		1,250		12,500				12,500
51	Banner Signs		0		0		0		32,500				33,750
52	Podcasts		0		0		0		5,000				5,000
53	Total Marketing Income		1,250		1,250		1,250		50,000				51,250
54	Marketing Expense												
55	Ambit		1,500		6,280		3,085		23,515				30,846
56	Banner Signs		0		0		750		7,947				7,500
57	Total Marketing Expense		1,500		6,280		3,835		31,462				38,346
58	Net Income - Marketing		(250)		(5,030)		(2,585)		39,409				12,904
59	Sponsorship Income												
60	Sponsor Partner Program		0		0		0		0				6,250
61	Total Sponsorship Income		0		0		0		0				6,250
62	Sponsorship Expense												
63	Promotional items		0		0		0		0				0
64	Total Sponsorship Expense		0		0		0		0				0
65	Net Income - Sponsorship		0		0		0		0				3,125
66	Event Income												
67	Networking events and workshops		5,000				0		51,000				50,000
68	Total Event Income		5,000		0		0		51,000				20,833
69	Event Expense												
70	Venue and catering		400		0		0		5,931				6,000
71	Total Event Expense		400		0		0		5,931				6,000
72	Net Income - Event		(400)		0		0		(5,931)				14,833
73	Grant Income												
74	Economic Development Administration (EDA)		0		0		0		0				0
75	Total Grant Income		0		0		0		0				0
76	Grant Expense												
77	EDA grant related expense - consulting		0		0		0		0				0
78	Total Grant Expense		0		0		0		0				0
79	Net Income - Grant		0		0		0		0				0
80	Municipal Contribution Income												
81	Palm Beach County contribution (not confirmed)		0		0		0		0				0
82	City of Boca Raton contribution		0		0		0		0				0
83	Total Municipal Contribution Income		0		0		0		0				0
84	Municipal Contribution Expense												
85	Misc. program related expense (10% of income)		0		0		0		0				0
86	Catalyst Fund (25K contribution from FARDAs)		0		0		0		4,101				4,101

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A	B	C	M	N	O	P	Q	R	S	T	U	V	W
87	Total Municipal Contribution Expense		0		0		0		4,101		0		4,101
88	Net Income - Tax		0		0		0		0		0		8,202
89	Misc. Income		120		20		417		4,958		2,448		4,167
90	Interest		24		33		30		258		409		298
91	Total Income		74,184		73,216		67,252		862,136		746,809		807,151
92	Total Expense		32,998		57,267		37,709		485,370		480,043		455,449
93	Total Net Income		41,186		15,949		29,542		376,766		266,766		351,702
94	Operational Expense												
95	Employee Salary (payroll) (includes taxes)		20,000		19,109		19,598		195,175		162,553		195,977
96	Employee Benefits		3,470		5,192		3,607		38,341		28,727		36,073
97	Employee Training/Education		0		0		833		5,295		14,536		8,333
98	Employee Bonus/Incentive		0		0		1,667		0				16,667
99	Insurance (Liability, Disability)		799		1,413		868		9,610		8,846		8,675
100	Accounting		1,500		1,500		500		14,500		14,000		12,500
101	Legal		400		7,496		417		4,800		38,399		4,167
102	Consulting/Contract		0		0		0		0				0
103	Travel/Meetings/Seminars		770		935		1,250		13,384		10,515		12,500
104	Automobile Expense		550		550		542		4,950		5,500		5,417
105	Business Meals		0		0		167		0		4,100		1,667
106	Dues/Memberships		55		89		1,358		7,686				13,579
107	Publications/Subscriptions		0		0		42		0				417
108	Supplies/Equipment		0		335		292		3,960		4,972		2,917
109	Postage		0		0		25		0				250
110	Printing		0		0		208		648		1,653		2,083
111	Telephone (bus. line, conf calls, cell reimb.)		302		696		308		3,063		3,086		3,083
112	Website		25		20		167		916		951		1,667
113	Community/Sponsorship Support		0		0		1,250		15,000		40,000		12,500
114	Restricted Reserves		0		0		0		0				0
115	Misc. Expenses		13		(1,663)		167		1,403		20,575		1,667
116	Professional Fees - Planning		0		0		0		0		36,614		0
117	Contribution - EDC		0		0		0		0				0
118	Depreciation		0		0		0		0				0
119	Service Fees (payroll, bank, interest/penalties etc.)		239		251		333		2,829		3,131		3,333
120	Total Operational Expense		28,123		35,923		33,597		321,560		398,158		343,470
121	Total Expense		61,121		93,190		71,306		806,930		878,201		798,919
122	Net Income		13,063		(19,974)		(4,055)		55,206		(131,392)		8,232

MP
8/11/15

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2015, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Florida Atlantic Research and Development Authority, a special district created by Broward and Palm Beach counties whose public purposes includes the development, operation, management and financing of research and development parks in affiliation with one or more institutions of higher education, organized under Part V Chapter 159 of the Florida Statutes and authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

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

The COUNTY'S representative/liaison during the performance of this Contract shall be Sherry L. Howard, Deputy Director, Department of Economic Sustainability, telephone no. (561) 233-3653, email: showard@pbcgov.org.

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

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2015, the Effective Date and complete all services by September 30, 2016.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Fifty Thousand Dollars (\$50,000) Dollars. The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis in eleven (11) equal payments of Four Thousand One Hundred Sixty-six Dollars (\$4,166.00) and one (1) payment of Four Thousand One Hundred Seventy Four Dollars (\$4,174.00). Invoices shall be accompanied by monthly status reports as detailed in Exhibit "A". This monthly status report shall consist of fully executed copies of Invoice Cover Sheet (Exhibit "B"), Business Service Record (Exhibit "C"), Cumulative Job Creation (Exhibit "D"), and Monthly Narrative Report (Exhibit "E").
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced

to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to

make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT 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 CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The subcontractor shall be in compliance with the COUNTY'S Civil Rights and Non-Discrimination Policy as contained in Resolution R2014-1421 and further described in Article 21 contained herein.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE- M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 – INSURANCE BY [MUNICIPALITY/AGENCY]:

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, CONSULTANT acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits 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.

In the event CONSULTANT maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, CONSULTANT shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

CONSULTANT agrees to maintain or to be self-insured for Worker’s Compensation & Employer’s Liability insurance in accordance with Florida Statute 440.

When requested, CONSULTANT 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 coverages.

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

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

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

ARTICLE 21 – NONDISCRIMINATION

The CONSULTANT warrants and represents that 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 and expression, or genetic information.

CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

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

With copy to:

James Brako, Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Ave., Suite 601
West Palm Beach, Florida 33401

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

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

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

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

ARTICLE 29 - REGULATIONS: LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, 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 Petroleum Energy Sector List created pursuant to F.S. 215.473.

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 F.S. 287.135.

ARTICLE 31 INCORPORATION BY REFERENCE

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.)

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

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

BOARD OF COUNTY COMMISSIONER

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

WITNESS:

CONSULTANT:

Signature

FLORIDA ATLANTIC RESEACH AND
DEVELOPMENT AUTHORITY

Name (type or print)

Signature

Bruce Rosetto, Esq.

Signature

Typed Name

Chair

Name (type or print)

Title

Approved as to Form
and Legal Sufficiency

(Corporate Seal)

By: _____
Assistant County Attorney

Approved as to Terms and Conditions

By: _____
Department Director

Exhibit “A”

Scope of Work

The CONSULTANT agrees to:

A. PROJECT SCOPE

- (1) Pursuant to the terms of this Contract, the CONSULTANT shall develop a pipeline of emerging technology companies that would remain predominantly in the Research Park at Florida Atlantic University by:
 - a. Providing technical assistance and business support services for TBI companies;
 - b. Sourcing and placing interns from Palm Beach County colleges and universities in TBI and Research Companies; and
 - c. Sourcing and matching Angel/Venture Capital investment funds with TBI companies.

B. DELIVERABLES

- (1) Subsequent to the effective date of this Contract and within the contract period, the CONSULTANT shall as a result of its project scope achieve the following deliverables:
 - a. Plan and host at least two (2) educational seminars for entrepreneurs in the TBI;
 - b. Provide at least ten (10) internships through TBI and Research Park companies;
 - c. Arrange at least two (2) introductory meetings between potential angel/venture capital investment funds and TBI companies;
 - d. Create a minimum of five (5) full-time equivalent jobs in TBI companies;

The deliverables achieved during performance under this Contract shall not be counted or used toward receiving any additional Palm Beach County grants.

C. GEOGRAPHIC LIMITATIONS

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

D. REPORTS

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

1. A **Business Service Record** (Exhibit “C”) documenting the provision of services funded through this Contract, including technical services, business support provided and financial assistance.
2. A **Cumulative Job Creation** (Exhibit “D”) documenting the name of the business, address/PCN, full-time or part-time, job title, number of positions, hire date, starting salary and date terminated.
3. A **Monthly Narrative** (Exhibit “E”) documenting the following:
 - a. dates and number of attendees for the educational seminars;
 - b. number of internships employed with names of TBI and Research Park companies;
 - c. dates and amount of funding resulting from introductory meetings with potential angel/venture capital investment funds for TBI companies;
 - d. number of patents applied for and issued in TBI companies;
 - e. external investment capital raised by TBI companies; and
 - f. number of patents applied for and issued in TBI companies;
 - g. external investment capital raised by companies in the TBI; and
 - h. other pertinent information.

Exhibit "B"

Invoice Cover Sheet

USE AGENCY LETTERHEAD STATIONERY:

DATE:

TO: Ed Lowery, Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

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

SUBJECT: Technology Business Incubator (TBI)
Reimbursement Request No. _____
Agreement No. _____

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

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

Andrew Duffell, President & CEO

EXHIBIT "C"
Business Service Record
 Month of _____ 201_
Research Park at Florida Atlantic University
Technology Business Incubator

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

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

Total Unduplicated Businesses Served This Month _____

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

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

 Andrew Duffell, President & CEO

 Date

EXHIBIT "D"
Cumulative Job Creation
 Month of _____ 201_
Research Park at Florida Atlantic University
Technology Business Incubator

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

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

 Andrew Duffell, President & CEO

 Date

Exhibit “E”

Month of _____ 201_

Monthly Narrative Report

(Described in Exhibit “A” D.3.)



President & CEO Semi-Annual Assessment
Authority Member Questionnaire

1. Does the president & CEO provide sufficient information and analysis of issues which are before the Board of Directors?

2. Does the president & CEO provide sufficient information and analysis of issues which are not before the Board of Directors, such as operational items and day-to-day non-agenda items?

3. What is your degree of confidence in the president & CEO? What could be done to improve it?

4. Does the president & CEO provide dependable leadership, guidelines and information to ensure implementation of the Board of Directors' policies on:

- a. Fiscal and budget issues:

- b. Community outreach:

- c. Operational issues:

d. Resource development issues:

5. The President & CEO's participation at Board of Directors meetings gives a proper balance between constraint and providing necessary information

6. Areas for improvement for the president & CEO:

7. Overall rating (1 being the lowest and 5 being the highest score)

1 2 3 4 5

General comments:



6550 N. Federal Highway
4th Floor
Fort Lauderdale, FL 33308



support@KMCcpa.com



www.KMCcpa.com



954.771.0896

PROJECT PROPOSAL

for Auditing Services

Prepared for

**Florida Atlantic Research and
Development Authority**

3651 FAU Blvd, Suite 400

Boca Raton, FL 33431

E: CC@Research-Park.org T: 561-416-60992

Issued date

09.07.2015



RESEARCH PARK

AT FLORIDA ATLANTIC
UNIVERSITY®

CONTENTS

	<u>SECTION</u>
Letter of Transmittal	I
Executive Summary	II
Service Team Member Profiles	III
Peer Review Documents	IV
Completed Non-Collusive Affidavit	V





LETTER OF TRANSMITTAL

Section I



Keefe
McCullough
CPA's + Trusted Advisors

September 7, 2015

Ms. Christine Cannon-Burres, Director of Operations
And Members of the Authority
Florida Atlantic Research and Development Authority
3651 FAU Blvd, Suite 400
Boca Raton, FL 33431

Dear Ms. Cannon-Burres and Members of the Authority:

We are happy to provide the following information about our firm and its approach to your auditing needs. It is our understanding that our proposal covers the annual financial audit of Florida Atlantic Research and Development Authority (the "Authority") for the fiscal year ending September 30, 2015 with the continuation option of auditing the financial statements in future fiscal years.

Keefe McCullough is committed to performing the auditing services within the prescribed time frame as outlined in the Authority's request for proposal. We will not subcontract any work related to this proposal.

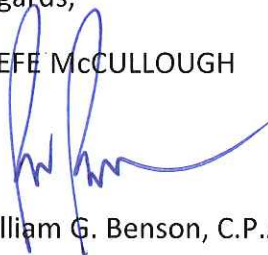
We believe our firm to be the best qualified to perform your audit engagements based on our substantial governmental experience obtained over the entire period of our firm's existence, our firm's commitment to continue to provide the necessary continuing professional education to qualify all of our professional governmental accounting staff in this specialized area, our absolute dedication to excellence and quality in our practice and our unique service philosophy which has resulted in a loyal and satisfied clientele over many years.

We appreciate this opportunity to present our firm for your consideration, and we thank you for your interest. We know that the Keefe McCullough service philosophy will best serve your Authority's present and future auditing needs. This proposal is a firm and irrevocable offer for sixty (60) days from the date of the proposal.

You may contact William G. Benson, Partner if you have any questions regarding this proposal.

Regards,

KEEFE McCULLOUGH



William G. Benson, C.P.A.



TECHNICAL PROPOSAL

Section II





Executive Summary - Each respondent shall submit a brief overview of the firm and the proposed staff to be assigned to the proposed contract. The summary shall be limited to five (5) pages in length, and shall consist of no more than one (1) for the firm overview and four (4) pages for the staff to be assigned.

Keefe McCullough has grown as a firm for over forty-four (44) years and we are located in Fort Lauderdale to serve the South Florida area. Our office consists of nine partners, approximately sixty professional accounting staff members and administrative support personnel.

Our practice includes audit and review engagements, tax planning and tax return preparation, small business accounting, investment advisory services and consulting services. We believe our sustained growth can be attributed to our ability to give each client, regardless of size, personalized and timely service of the highest quality.

Our firm participates in the American Institute of Certified Public Accountants Peer Review Program and we received unmodified opinions from all of our peer reviews. We have provided the most recent peer review documentation for your reference in Section IV.

Our service philosophy is based on the premise that every engagement receives personal overall supervision and attention from a firm partner or partners. This approach guarantees that the same person will be in charge of your Authority year after year. In this regard, we will be personally involved in the services our firm provides for you. In addition, while the primary purpose of our auditing services is completing the audit of your financial statements and rendering an opinion on their fairness, we pride ourselves in continually looking for, and communicating by management letter or informal discussion, recommendations that may result in more efficient operations, stronger accounting and administrative controls or cost savings to our clients.

Our firm's attention does not cease when your financial statements have been completed. We will be accessible to you throughout the year to provide consulting services, tax advice and return preparation or other necessary services when they are needed.

Our firm presently provides auditing services for a number of not-for-profit organizations, private and public charter schools, community mental health centers, governmental entities, and various other entities.

We believe that our excellent record of engagement tenure is indicative of the quality and continuity of our service level, our flexibility in handling growth situations, and our ability to deal with changing client management and personnel.

Further, we have substantial experience in the areas of internal control and compliance auditing in accordance with Government Auditing Standards ("The Yellow Book"), Federal Single Audits in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, the Florida Single Audit Act, and the Rules of the Auditor General of the State of Florida. Due to the concentration of this type of work in our practice, we provide each of our Governmental and non-profit accounting staff members with at least eighty hours of continuing professional education every two years, which directly relates to governmental, other "Yellow Book" audit engagements, or the audit and attestation environment.





Our proposed audit team is comprised of the following principal supervisory and management staff:

William G. Benson, C.P.A.
Israel J. Gomez, C.P.A.
Marc A. Grace, C.P.A.

Engagement Partner
Second Review Partner
Manager

A profile of each audit team member is included in Section III, which lists specific governmental experience, qualifications, continuing professional education and memberships in professional organizations relevant to the performance of the audit.

Due to our firm's concentration of governmental and not-for-profit clients, we sponsor continuing professional education courses annually regarding a variety of governmental subjects, including Governmental Accounting Standards Board (GASB) pronouncements. One eight-hour governmental seminar is offered to our governmental clients. In addition, our entire professional governmental accounting staff takes eighty hours of "governmental qualified" continuing education courses every two years.

We have experienced very low turnover of our professional accounting staff members and our firm philosophy emphasizes direct partner involvement in each engagement including various phases of the audit fieldwork and review processes. We believe this partner involvement positively impacts engagement staff continuity.

Respondent History - Respondents shall present information to demonstrate financial stability and performance (including whether the company has been in bankruptcy, reorganization, or receivership in the last five (5) years), operational history, and firm biography.

Keefe McCullough has grown as a firm for over forty-four (44) years. We have no history of bankruptcy, reorganization or receivership. Our practice includes audit and review engagements, tax planning and tax return preparation, small business accounting, investment advisory services and consulting services. Our firm presently provides auditing services for a number of not-for-profit organizations, private and public charter schools, community mental health centers, governmental entities, and various other entities.

Respondent identifying information.

Our office is located at 6550 N Federal Hwy, Floor 4, Fort Lauderdale, FL 33308. The principal contact person for this proposal is William G. Benson, C.P.A. He is a Partner of the firm and can be reached at our office location, by telephone at 954-771-0896 or by email at Bill.Benson@kmccpa.com.

Information on the firm's experience, competence and reputation in providing audit services.

We believe that our excellent record of engagement tenure is indicative of the quality and continuity of our service level, our flexibility in handling growth situations, and our ability to deal with changing client management and personnel. You may contact any of our references listed later in this section in regards to our competence and reputation.





Respondent Qualifications - This section must contain all pertinent information relating to the respondent's organization and experience that would substantiate its qualifications and capabilities to perform the services requested. To include:

- i. A narrative description documenting the company and staff experience in audit services.**
- ii. Provide a summary of other relevant experience and training that demonstrates the ability of the key personnel to be assigned to fulfill the above referenced scope of services related to the feasibility study.**
- iii. Project Manager - Respondents shall specifically identify the individual who will be responsible for management of this project. The individual identified shall not be reassigned without consent from FARDA. Provide a detailed resume and number of years of experience for this person in providing auditing services. The following information must also be provided for this individual:**
 - a. Length of service with firm;**
 - b. Education, experience and responsibilities. Full professional resumes and biographies should be provided for the individual to be responsible for the engagement and the overseeing of other participating staff.**
 - c. Other relevant qualifications.**

We have provided a list of similar engagements below that demonstrates our breadth of experience with fulfilling the services required by the Authority.

1000 Club to Benefit Cancer, Inc.
 Alzheimer's Family Center, Inc.
 Archways, Inc.
 Association for Retarded Citizens, South Florida, Inc.
 Better Way of Miami, Inc.
 Big Brothers / Big Sisters of Broward, Inc.
 Broward Children's Center, Inc.
 Broward College Foundation
 Broward County Bar Association
 Broward County League of Cities, Inc.
 Broward House, Inc.
 Center for Family and Child Enrichment, Inc.
 Center for Independent Living of South Florida, Inc.
 Children's Diagnostic and Treatment Center, Inc.
 Children's Healing Institute
 Children's Services Council of Palm Beach County, Inc.
 Community Foundation of Broward, Inc.
 Community Television Foundation of South Florida, Inc.
 Council for Educational Change, Inc.
 The Dan Marino Foundation, Inc.
 Domestic Abuse Shelter, Inc.
 Feeding South Florida, Inc.
 FAU Clinical Practice Organization, Inc.

FAU Finance Corporation
 Florida Atlantic University Foundation, Inc.
 Foundation for End of Life Care, Inc.
 Gold Coast Jazz Society, Inc.
 Habitat for Humanity of Palm Beach County, Inc.
 Healthy Start Coalition of Palm Beach County, Inc.
 Henderson Behavioral Health Center, Inc.
 Impact Broward, Inc.
 Junior Achievement of South Florida, Inc.
 Lighthouse of Broward
 The Pantry of Broward, Inc.
 Place of Hope, Inc.
 Riverside Christian Ministries, Inc.
 SOS Children's Village of Florida, Inc.
 SLOmin Family Center for Autism and Related Disabilities, Inc.
 Southeast Florida Behavioral Health Network, Inc.
 Take Stock in Children, Inc.
 Treasures for Hope, Inc.
 U.S. Border Control
 WPBT Communication Foundation, Inc.
 Wayside House, Inc.
 Women in Distress of Broward County, Inc.
 Woodhouse, Inc.





Israel Gomez, C.P.A. is a Partner of our firm and will be responsible for the management of this project. He has been with our firm for over thirteen (13) years. We agree to not reassign Mr. Gomez without consent from FARDA. We have provided a detailed resume for Mr. Gomez in section III which lists his years of experience, education and qualifications for being responsible for the audit of the Authority. Mr. Gomez is the manager for the audit of the Florida Atlantic University Foundation, Inc., FAU Finance Corporation and FAU Clinical Practice Organization, Inc.

Client References - each respondent must provide three (3) client references for similar service performed within the last three (3) years.

Ms. Sharon Brown, CFO
777 Glades Road
Admin Bldg. 10, Ctrl Office
Boca Raton, FL 33431
Florida Atlantic University Foundation, Inc.
(P) 561-297-2892; (E) sdbrown@fau.edu

Ms. Jessica Cohen, Assistant Vice-President
FAU Clinical Practice Organization, Inc.
777 Glades Road
Admin Bldg. 10, Ctrl Office
Boca Raton, FL 33431
(P) 561-297-1424; (E) cohenj@fau.com

Ms. Jessica Cohen, Assistant Vice-President
The FAU Finance Corporation
777 Glades Road
Admin Bldg. 10, Ctrl Office
Boca Raton, FL 33431
(P) 561-297-1424; (E) cohenj@fau.com

Ms. Jessica O. Raderstorf, Chief Financial Officer
Junior Achievement of South Florida, Inc.
1130 Coconut Creek Boulevard
Coconut Creek, FL 33066
(P) 954-979-7100; (E) Jessica@jasouthflorida.org

Ms. Lauren Weinstein, Chief Financial Officer
The Dan Marino Foundation, Inc.
400 North Andrews Avenue
Ft. Lauderdale, FL 33301
(P) 954-530-5511
(E) LWeinstein@DanMarinoFoundation.org

Organizational and Staffing Plan - Respondents shall submit information relating to their team. Comparable resources must be guaranteed throughout the course of the representation.

We have experienced very low turnover of our professional accounting staff members and our firm philosophy emphasizes direct partner involvement in each engagement including various phases of the audit fieldwork and review processes. We believe this partner involvement positively impacts engagement staff continuity. We understand that if there is any change in the audit team that the replacement must have equal qualifications.

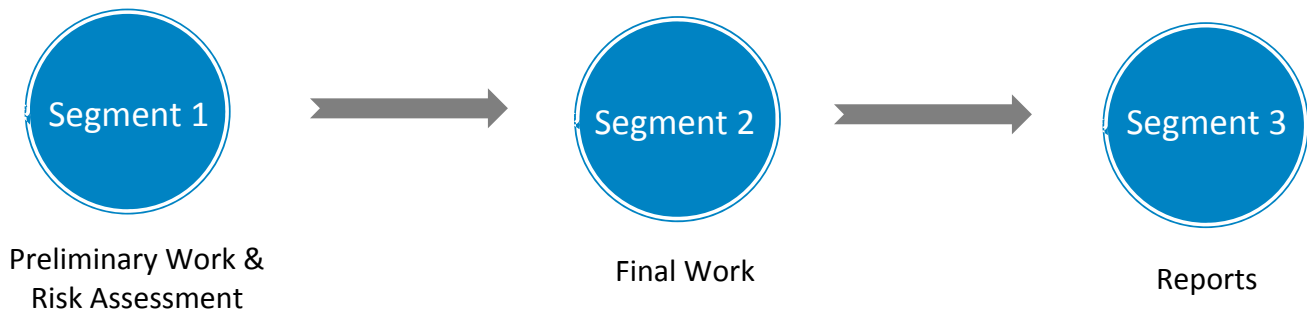
Contract Activities: Describe how your company will handle the day to day activities (attendance at meetings, review of documents etc.) of this contract.

In performing the financial and compliance audits for the Authority we will follow very detailed and comprehensive audit programs. Further, it is our policy to utilize the talents of our client's personnel wherever and whenever it is feasible to do so in the course of any engagement in order to most efficiently and economically perform the engagement. Work is assigned, according to its complexity, to the appropriate member of our staff.

We have provided below a preliminary engagement work plan to perform the financial audits for the Authority.



SPECIFIC AUDIT APPROACH



Segment 1

Preliminary Work &
Risk Assessment

Obtain an understanding of the accounting and management systems including documentation of the system of internal control through conferences with the various key finance department personnel and standardized checklists.

Obtain information needed to identify risk assessment by making certain inquiries and considering fraud risk factors and other information.

Obtain an understanding of the various funds, capital assets and long-term debt utilized.

Review the grants, contracts and various revenue sources and complete "Single Audit" checklist for determination of compliance audit and reporting requirements for both Federal and State single audit purposes.

Review of bond indenture covenants and pertinent ordinances for determination and completion of compliance audit requirements.

Assess control risk and determine extent of testing.

Review and perform certain transaction and procedural tests which will include the examination of source documents. These tests of the system will include tests of cash receipts and disbursements, sales and utility billing, compliance, and payroll. Audit samples will be determined based on transaction size and number of total transactions.



Segment 1

Preliminary Work &
Risk Assessment

Perform preliminary analytical review procedures.

Review commission and other pertinent minutes.

Perform compliance audit procedures where necessary.

Coordinate preparation of confirmation requests.

Working paper review.

Plan the additional segments of the financial audit procedures with the Authority's finance personnel including a list of schedules and working papers to be prepared by client personnel.

Segment 2

Final Work

Perform various tests and validation procedures on selected asset, liability and equity accounts in all funds and for capital assets and long-term debt. Examine certain revenue and expenditure accounts in all funds.

Send confirmations where applicable.

Send correspondence to attorneys as necessary.

Perform final compliance testing as necessary.

Perform final analytical procedures.

Obtain a management representation letter.

Working paper review and proposed journal entry approval.

Exit conference with District Manager.

Sample sizes in the various phases of the engagement would be determined based on population sizes, audit objectives and nature of transaction and/or account. We have standardized checklists and audit software that assists in the selection of these samples. Additionally, we would utilize both "statistical" and "non-statistical" methods to select certain test transactions.

We will also utilize various forms of analytical procedures to accomplish certain audit objectives. We anticipate areas of concentration subject to analytical procedures to be services revenues and expenditures. We retain the right to use judgment as to the extent of analytical procedures to be used based mainly on the results of other testing completed.



Segment 2

Final Work

In addition, we utilize personal computers and paperless audit software, where applicable, in connection with our audit workpaper preparation and documentation.

We have certified network engineers on staff that will assist with audit engagements where applicable. We anticipate testing "around" the Microsoft Great Plains system and do not anticipate running data through the software.

Segment 3

Reports

Preparation of the Basic Financial Statements.

Preparation of Reports on Internal Controls and Compliance.

Preparation of Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Program and State Project in accordance with OMB Circular A-133.

Preparation of Report to Authority Management which will include any material weaknesses and any irregularities and illegal acts.

Preparation of the management letter.

Review of the financial statements, reports and other information.

Cold review of the financial statements, reports and other information.

Exceptions and Deviations: Note any exceptions or deviations to the required scope of services outlined in this RFP.

We do not take exception or plan for any deviations to the required scope of services outlined in this RFP.

Complaints: During the past five (5) years, has the company had any complaints filed against it? If so, please explain.

Our firm has not had any complaints filed against us in the entire forty-four (44) years of our firm's existence.



Termination by Special District Client(s): Has the company been terminated by any client in the last five (5) years? If so, explain why.

Our firm has not been terminated by a client in the entire forty-four (44) years of our firm's existence.

Timeliness of Responses: Define the standard time frames for response by the company to inquiries from FARDA Members, its President & CEO and/or Palm Beach County.

We pride ourselves on providing outstanding customer service. Our firm policies require all professional staff members to respond to e-mail, telephone and mail inquiries within twenty-four (24) hours.

BUDGET

Our proposed fees for the audit of the Authority are as follows:

Team Member	Estimated Hours	Hourly Rates	Total
Partners	5	\$ 200	\$ 1,000
Managers	15	140	2,100
Supervisory Staff	15	100	1,500
Senior Accountant	50	80	4,000
Staff	50	60	3,000
Subtotal	135		11,600
Report Preparation			500
Professional Discount			(2,100)
Total proposed "not to exceed" fee for the 2015 audit			<u>\$ 10,000</u>

Year Ending September 30,	Financial Statements Audit
2015	\$ 10,000
OPTION YEARS	
2016	10,500
2017	11,000
2018	11,500
2019	12,000





TEAM MEMBER PROFILES

Section III





ISRAEL GOMEZ, C.P.A.

Partner

EXPERIENCE

15 years at Keefe McCullough

EDUCATION

B.B.A. (Accounting) University of Puerto Rico

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
Government Finance Officers Association (U.S. and South Florida Chapters)

COMMUNITY LEADERSHIP

North Springs Little League
(sponsor and coach)

Coral Springs Winter Basketball
(sponsor and coach)

EXPERIENCE

Israel Gomez has attended seminars and courses dealing with accounting and audit problems, reporting and disclosure issues. These courses include accounting and reporting for nonprofit organizations, governmental entities and the federal and Florida Single Audit Acts. He is experienced and qualified with respect to “Yellow Book”, OMB Circular A-133 and Rules of the Auditor General of the State of Florida compliance auditing reporting. Israel has participated in various seminars and in-house training programs concerning the requirements of GASB-34, Basic Financial Statements and Management’s Discussion and Analysis for State and Local Governments (the Financial Reporting Model). In addition, he has assisted municipalities and other governmental entities in planning for and implementing GASB-34. Israel has been a speaker for several seminars pertaining to current Federal Accounting Standards Board (FASB) and Government Accounting Standards Board (GASB) pronouncements and regulations. He has also assisted various municipalities regarding their participation in the Certificate of Achievement for Excellence in Financial Reporting program.

Israel is a member of the Florida Government Finance Officers’ Association and the South Florida Government Finance Officers’ Association. He has also had continuous involvement as a sponsor and coach of various youth sports activities.

Israel Gomez, C.P.A.
Continued

ENGAGEMENT EXPERIENCE

Keefe McCullough Audit Engagements:

GOVERNMENTS

- * City of Aventura, Florida
- * City of Coconut Creek, Florida
- * City of Key West, Florida
- * City of Lake Worth, Florida
- * City of Marathon, Florida
- * City of South Miami, Florida
- * City of Sunny Isles Beach, Florida
- * City of Weston, Florida
- * Downtown Development Authority
- * Islamorada, Village of Islands, Florida
- * The Town Foundation, Inc.
- * Town of Davie, Florida
- * Town of Golden Beach, Florida
- * Village of Pinecrest, Florida
- * Village of Sea Ranch Lakes, Florida

NOT-FOR-PROFITS

- * Achievement and Rehabilitation Centers, Inc.
- * American Red Cross of Greater Miami and the Keys, Inc.
- * Association for Retarded Citizens of South Florida, Inc.
- * BARC Housing, Inc.
- * Better Way of Miami, Inc.
- * Broward Children's Center, Inc.
- * Broward County Chapter of the American Red National Cross, Inc.
- * Broward Healthy Start Coalition, Inc.
- * Broward Homebound Program, Inc.
- * Broward House, Inc.
- * CCDH, Inc.
- * Center for Family and Child Enrichment, Inc.
- * Cerebral Palsy Adult Home, Inc.
- * Children's Comprehensive Care Center, Inc.
- * The Children's Healing Institute, Inc.
- * Children's Services Council of Broward County, Inc.
- * Children's Services Council of Palm Beach County, Inc.

NOT-FOR-PROFITS *Continued*

- * Community Television Foundation of South Florida, Inc.
- * The Dan Marino Foundation, Inc.
- * Domestic Abuse Shelter, Inc.
- * Episcopal Church of St. Mark the Evangelist
- * FAU Clinical Practice Organization, Inc.
- * The FAU Finance Corporation
- * Feeding South Florida, Inc.
- * First Presbyterian Continuing Church of Coral Springs, Inc.
- * Florida International Academy, Inc.
- * Fort Lauderdale Historical Society, Inc.
- * Foundation for End of Life Care, Inc.
- * Habitat for Humanity of Palm Beach County, Inc.
- * The Haven, Inc.
- * Healthy Start Coalition of Palm Beach County, Inc.
- * Helping Abuse Neglected Disadvantaged Youth, Inc. (HANDY)
- * Henderson Center Residential Service, Inc.
- * Henderson Behavioral Health Center, Inc.
- * Impact Broward, Inc.
- * Jerome Golden Center for Behavioral Health, Inc.
- * Junior Achievement of South Florida, Inc.
- * Lighthouse of Broward County, Inc.
- * Place of Hope, Inc.
- * The Place of Hope at the Haven Campus, Inc.
- * Port of Everglades Pilots Association, Inc.
- * Port of Miami Crane Management, Inc.
- * Riverside Christian Ministries, Inc.
- * South County Mental Health Center, Inc.
- * SEFLIN (Southeast Florida Library Information Network) - Wimberly Library
- * South Florida Chapter of the Government Finance Officers Association, Inc.
- * Southeast Florida Behavioral Health Network, Inc.
- * Take Stock in Children, Inc.
- * Thousand Hills Holding Company, Inc.
- * Treasures for Hope, Inc.
- * United States Border Control, Inc.
- * Village of Hope of Palm Beach County, Inc.
- * Women in Distress of Broward County, Inc.





BILL BENSON, C.P.A.

Partner

EXPERIENCE

31 years at Keefe McCullough

EDUCATION

B.S. (Business Administration & Accounting)
Washington and Lee University

PROFESSIONAL ORGANIZATIONS

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
Florida Government Finance Officers Association

COMMUNITY LEADERSHIP

Food for the Poor
(vice chair of board, treasurer, vice president)

Catholic Community Foundation
(board chair, past treasurer)

Executives at Broward
(past president, treasurer)

Leadership Broward

EXPERIENCE

Bill Benson has attended seminars and courses dealing with accounting and audit problems, reporting and disclosure issues. These courses include accounting and reporting for nonprofit organizations, governmental entities and the federal and Florida Single Audit Acts. He is experienced and qualified with respect to “Yellow Book”, OMB Circular A-133 and Rules of the Auditor General of the State of Florida compliance auditing reporting. Bill has experience dealing directly with the State of Florida Department of Children and Families concerning various compliance, audit and other issues. Bill assists his clients in many areas of accounting including restructuring their existing loan agreements and bond indentures, developing annual operating budgets, assisting with their dealings with financial institutions and the development of business plans, financial planning and proforma financial statements.

Bill takes great pride in his community involvement. He is the Vice President of the Board of Directors of St. Thomas Aquinas High School Foundation. He is Vice President of the Board of Directors of Food for the Poor. He is Chairman and Past Treasurer of the Catholic Community Foundation of the Archdiocese of Miami and a member of the Finance Council of the Archdiocese of Miami.

BILL BENSON, C.P.A.

Continued

ENGAGEMENT EXPERIENCE

Keefe McCullough Audit Engagements:

SPECIAL TAXING DISTRICTS

- * Boynton Village Community Development District
- * Coral Springs Improvement District
- * Downtown Development Authority of Fort Lauderdale
- * Fiddler's Creek II Community Development District
- * Gateway Services Community Development District
- * Heritage Harbour Market Place Community Development District
- * Heritage Harbour South Community Development District
- * Hillsboro Inlet District
- * Key Largo Fire Rescue and EMS District
- * Lake Powell Community Development District
- * Landmark at Doral Community Development District
- * Lexington Oaks Community Development District
- * Meadow Pointe Community Development District
- * North Springs Improvement District
- * Old Palm Community Development District
- * Orchid Grove Community Development District
- * Park Place Community Development District
- * Sarasota National Community Development District
- * South Dade Venture Community Development District
- * Stevens Plantation Community Development District
- * Stonegate Community Development District
- * StoneLake Ranch Community Development District
- * Treaty Oaks Community Development District
- * University Square Community Development District
- * Verandah West Community Development District
- * Viera East Community Development District
- * VillaSol Community Development District
- * Vizcaya Community Development District
- * Wentworth Estates Community Development District
- * Woodland Hammock Community Development District

GOVERNMENTS

- * Broward County League of Cities, Inc.
- * City of Aventura, Florida
- * City of Hollywood (Internal audit)
- * City of Key West, Florida
- * City of Marathon, Florida
- * City of Margate, Florida
- * City of Miami, Florida
- * City of Plantation, Florida
- * City of South Miami, Florida
- * City of Weston, Florida
- * Islamorada, Village of Islands, Florida
- * The Town Foundation, Inc.
- * Town of Surfside, Florida
- * Village of Pinecrest, Florida

NOT-FOR-PROFITS

- * Archways, Inc.
- * Alzheimer's Family Center, Inc.
- * Broward County Chapter of the American Red National Cross, Inc.
- * Center for Family and Child Enrichment, Inc.
- * Dan Marino Foundation
- * Feeding South Florida
- * First Presbyterian Continuing Church of Coral Springs, Inc.
- * Habitat for Humanity of Palm Beach County, Inc.
- * Henderson Mental Health Center, Inc.
- * Junior Achievement of South Florida, Inc.
- * North Pompano Baptist Church Holding Company, Inc.
- * Oakwood Center of the Palm Beaches, Inc.
- * St. Mark's Episcopal School
- * The Slomin Family Center for Autism
- * South County Mental Health Center, Inc.
- * Women in Distress of Broward County, Inc.





MARC A. GRACE, C.P.A.

Manager

EXPERIENCE

10 years at Keefe McCullough
1 year at City of Plantation
2 years at Morgan Stanley

EDUCATION

B.A. (Business Administration) Nova Southeastern University
MACC (Accounting) Nova Southeastern University

OTHER EXPERIENCE

- Attended numerous courses and seminars dealing with accounting and audit problems and reporting and disclosure issues (these include accounting and reporting for nonprofit organizations, governmental entities and the Federal and Florida Single Audit Acts).
- Experienced and qualified with respect to “Yellow Book”, OMB Circular A-133 and Rules of the Auditor General of the State of Florida compliance auditing and reporting.



6550 N. Federal Highway
4th Floor
Fort Lauderdale, FL 33308



support@KMCcpa.com



www.KMCcpa.com



954.771.0896



MARC GRACE, C.P.A.

Continued

ENGAGEMENT EXPERIENCE

Keefe McCullough Audit Engagements:

SPECIAL TAXING DISTRICTS

- * Boynton Village Community Development District
- * Coral Springs Improvement District
- * Deer Island Community Development District
- * Downtown Development Authority
- * Downtown Fort Lauderdale Transportation Management Association, Inc.
- * Fiddler's Creek II Community Development District
- * Key Largo Fire Rescue and EMS District
- * Lake Powell Community Development District
- * Landmark at Doral Community Development District
- * Lexington Oaks Community Development District
- * Meadow Pointe Community Development District
- * Mediterra North Community Development District
- * Mediterra South Community Development District
- * Messianique Training Center & Institute, Inc.
- * Miromar Lakes Community Development District
- * North Springs Improvement District
- * Palm Bay Community Development District
- * Park Place Community Development District
- * Parklands West Community Development District
- * Sarasota National Community Development District
- * Stevens Plantation Community Development District
- * StoneLake Ranch Community Development District
- * University Square Community Development District
- * Verandah West Community Development District

GOVERNMENTS

- * City of Key West, Florida
- * City of Lake Worth, Florida
- * City of Marathon, Florida
- * City of Plantation, Florida
- * City of Sunny Isles Beach, Florida
- * Islamorada, Village of Islands, Florida

NOT-FOR-PROFITS

- * Achievement and Rehabilitation Centers
- * Almarie Outreach Ministries, Inc.
- * Ann Storck Center, Inc.
- * BARC Housing, Inc.
- * Broward County Bar Association, Inc.
- * Broward House, Inc.
- * Center for Family and Child Enrichment, Inc.
- * Center for Independent Living of South Florida, Inc.
- * Children's Diagnostic & Treatment Center, Inc.
- * FAU Clinical Practice Organization, Inc.
- * FAU Finance Corporation
- * Feeding South Florida, Inc.
- * The Slomin Family Center for Autism and Related Disabilities, Inc.
- * South County Mental Health Center, Inc.

FOUNDATIONS

- * Broward College Foundation, Inc.
- * Community Television Foundation of South Florida, Inc.
- * Community Foundation of Broward, Inc.
- * The Dan Marino Foundation, Inc.
- * Florida Atlantic University Foundation, Inc.
- * South County Foundation for Mental Health
- * WPBT Communications Foundation, Inc.



PEER REVIEW DOCUMENTS

Section IV



AJK

AJK, LLC

CERTIFIED PUBLIC ACCOUNTANTS

P.O. Box 809 □ 406 Second Street □ Manchester, GA 31816
(706) 846-8401 □ Fax (706) 846-3370

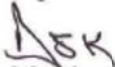
SYSTEM REVIEW REPORT

To the owners
Keefe, McCullough & Co., LLP
And the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Keefe, McCullough & Co., LLP (the firm) in effect for the year ended August 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Keefe, McCullough & Co., LLP in effect for the year ended August 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Keefe, McCullough & Co., LLP has received a peer review rating of *pass*.



Manchester, Georgia
December 4, 2014

MEMBERS OF
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
GEORGIA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS





FICPA Peer Review Program
Administered in Florida by the
Florida Institute of CPAs



AICPA Peer Review Program
Administered in Florida by the
Florida Institute of CPAs

March 26, 2015

Joseph D. Leo, CPA
Keefe, McCullough & Co., LLP
6550 N Federal Hwy., Ste. 410
Fort Lauderdale, FL 33308

Dear Mr. Leo:

It is my pleasure to notify you that on March 19, 2015 the Florida Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is February 28, 2018. This is the date by which all review documents should be completed and submitted to the administering entity. If your due date falls between January and April, you can arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Paul N. Brown, CPA, CGMA
Director of Technical Services

cc: David C. Jordan, CPA

Firm Number: 10036786

Review Number: 366979





PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

KEEFE, MCCULLOUGH & COMPANY, LLP

For having a system of quality control for its accounting and auditing practice in effect for the year ended August 31, 2014 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Anita Ford, Chair
AICPA Peer Review Board
2015





NON-COLLUSIVE AFFIDAVIT

Section V



Exhibit II

Non-Collusive Affidavit

(Must Be Signed and Notarized)

Keefe McCullough

(Company Name)

State of Florida

County of Broward

William G. Benson, being first duly sworn,
(company representative)

deposes and says:

That he is a partner of the firm who is the party making the foregoing
(a partner or officer of the firm, etc.)
proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiance or of any other bidder, or to fix any overhead, profit or cost element or said bid price, or of that of any other bidder, or to secure any advantage against FARDA or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of bidder, if the bidder is an individual

William G. Benson PARTNER

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn before me this 4 day of September, 2015

Katlin F. Chubeck

My Commission Expires on: 5-27-19



Keefe M̄Cullough

CPA's + Trusted Advisors



6550 N. Federal Highway
4th Floor
Fort Lauderdale, FL 33308



support@KMCcpa.com



www.KMCcpa.com



954.771.0896

PROPOSAL TO PROVIDE PROFESSIONAL SERVICES



RESEARCH PARK
AT FLORIDA ATLANTIC
UNIVERSITY

templeton
& COMPANY
Certified Public Accountants and Consultants





September 4, 2015

Ms. Christine Cannon-Burres
Director of Operations
Florida Atlantic Research and Development Authority
3651 FAU Boulevard, Suite 400
Boca Raton, FL 33431

Dear Ms. Cannon-Burres:

We appreciate the opportunity to submit our proposal to provide audit and tax services for Florida Atlantic Research and Development Authority (FARDA) in response to your Request for Proposal for the year ending September 30, 2015. The document enclosed describes our fee estimate, firm history and engagement team. We have also included a confidential list of clients and references.

We serve a number of South Florida's best educational institutions. We are known for bringing innovation and extraordinary service to those clients. FARDA deserves such service.

We believe that the breadth of our services combined with our in-depth knowledge of nonprofit organizations; the experience, skill, and responsiveness of our service team; and our demonstrated commitment make Templeton & Company the right choice for FARDA.

Please contact me with any questions regarding this document or any other matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Juan Cocuy".

Juan Cocuy, CPA
Partner
222 Lakeview Avenue, Suite 1200
West Palm Beach, Florida 33401
p. (561) 798-9988



T&C IS THE RIGHT FIRM FOR FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY

OUR UNDERSTANDING OF FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY

We are pleased to submit this proposal to provide professional services to FARDA.

The Palm Beach and Broward county commissions took the visionary step to create the Florida Atlantic Research and Development Authority (FARDA) in 1985, to create and sustain research parks. The Research Park at Florida Atlantic University exists to provide a supportive environment in which companies engaged in the research and development of new and innovative products can thrive. The Research Park at Florida Atlantic University is the only state university affiliated research park in South Florida, and is home to 24 high tech, high wage companies and 5 support organizations.

FARDA's mission is to create and sustain the ideal environment for innovation and invention, maximizing the academic and entrepreneurial talent and regional resources in South Florida to accelerate economic development and prosperity.

BENEFITS TO FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY SELECTING T&C

COMMITMENT TO CLIENT SERVICE FROM OUR INDUSTRY EXPERTS

The client service team assembled for FARDA has substantial expertise with nonprofit organizations and special districts. In addition, your client service team, which brings a unique background of experience with nonprofit organizations and special districts, and both industry and public accounting, are poised to be responsive to the most sophisticated accounting and reporting as well as operational and tax matters. This unparalleled combination of client service team providers will not only ensure that your basic audit needs are met, but will also ensure an approach that would yield an interest by the T&C team in delivering value-added ideas and solutions to help you reach your key goals. (See T&C Audit Approach – Value Added Insights). We believe this industry-led, value-added approach is the reason so many organizations remain as clients year after year.



FIRM OVERVIEW

MISSION STATEMENT

To take an honest and active interest in the lives and success of our clients and staff and conduct business with integrity and professionalism.

ABOUT THE FIRM

Founded in 1990, T&C has three offices in South Florida and employs a team of approximately 60 energetic and passionate certified public accountants and consultants who deliver a broad range of valuable services and products to our clients. Our professionals serve a range of clients throughout South Florida. We are an industry leader in providing strategic, value-added professional services and products in many disciplines including assurance, business strategies, valuations, tax, and technology. We have assisted our clients over the years with countless transactions, technology implementations and business issues. Our entrepreneurial spirit, excellent service and proactive client approach have helped make us one of South Florida's largest locally-based accounting firms. We are proud of our long-term clients who continue to call on us as their organizations change and grow. As a result, our firm has been recognized by Inside Public Accounting as both an "All Star Firm" and one of the "Fastest Growing Firms" in 2013.

Our firm has extensive experience in working with nonprofit organizations similar to FARDA. We work with health and human services organizations throughout South Florida such as ARC of Palm Beach County, Broward Healthy Start Coalition, Saint Andrew's School Of Boca Raton, Inc., and My Clinic of Jupiter. In addition, T&C hosts Nonprofit Roundtables for clients and members of the nonprofit community to get together and discuss relevant issues facing their organizations. Our partners and staff are also very committed to the support and the needs of the community we serve and as a result, are active members in various nonprofit organizations in South Florida.

We conduct regular communications with our clients year-round, not just while performing the annual audit, and proactively addressing and resolving significant issues as they arise, but as advisors, we also want to be a sounding board for our clients to help develop and communicate rock-solid business and operating plans. Our extensive experience and knowledge allows us to assist clients, expand and develop their infrastructure, and address critical tax and regulatory issues.

BDO ALLIANCE USA AND OTHER PROFESSIONAL ALLIANCES

T&C provides professional services solutions for clients who want the services and sophistication of a large firm, but value the continuity of engagement personnel, attentive and involved engagement partners and the responsiveness of a local firm. We are an independent member of the BDO Alliance USA a nationwide association of independently owned, local and regional accounting and consulting firms, providing access to significant resources, if needed. Our alliance also provides us with ongoing communications throughout the year that help us stay on top of issues that might be facing FARDA. In essence, we think big, but act locally.

T&C is also a member of the private companies section of the American Institute of Certified Public Accountants (AICPA) and is registered with the Public Company Accounting Oversight Board (PCAOB). We maintain appropriate certifications with the AICPA, the National Association of Certified Valuation Analysts, and several State CPA societies.



FIRM OVERVIEW (CONT.)

TECHNOLOGY SERVICES

In addition, T&C is a Microsoft Gold Certified Partner and is certified in several technology products including Microsoft Dynamics® GP, Microsoft Dynamics® SL, and Microsoft Dynamics® CRM. Our firm's technologists are experienced in consulting with clients on the effective use of technology as well as auditing and evaluating information technology systems. By offering a full suite of services and solutions, we are able to drive performance improvements throughout the enterprise, and individual department, or the entire supply chain.

QUALITY ASSURANCE

Our objective, to have our practice meet the very highest standards, underlies our commitment to the development of stringent quality control procedures. To achieve this objective, we annually inspect our offices and select audit engagements to ensure that our audit policies and procedures are being followed.

We also undergo peer reviews on a triennial basis, and have received unqualified opinions on all our external peer reviews.

PRACTICAL RECOMMENDATIONS

The results of our audit provides us with information that enables our team to generate insightful, constructive suggestions that can result in improved operations as well as operating and accounting procedures and controls. These recommendations are ultimately incorporated into our formal letter to management.

INDEPENDENCE

T&C has policies and procedures for ensuring that we remain independent with respect to all of our audit clients. We do not foresee any issues that would create a conflict or otherwise impair the firm's independence with respect to the audit of FARDA

For additional information on our firm, please visit www.templetonco.com.



INDUSTRY EXPERIENCE

ABILITY TO SERVE FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY'S, NEEDS

T&C is well-equipped to serve FARDA's need for a dynamic relationship with professional accountants and consultants on the forefront of accounting, business, financial reporting, technology, and tax issues that bring real answers and value to the table.

Our focus on industry experience is evidenced through our knowledgeable professionals, continual professional development, relevant client work and participation in the industries we serve. Our commitment to industry experience affords us a keen perspective, which we bring to help you best leverage your own capabilities and resources. Our proactive and pragmatic approach allows us to identify the issues relevant to your business and provides swift resolution of technical issues. We are prepared to help you meet these challenges with a suite of professional services geared toward providing meaningful and timely advice to help you operate at maximum efficiency.

We deliver a broad array of services and solutions to meet our clients' needs across the nonprofit community. Our clients include membership, social welfare, charitable, educational, religious, cultural, and research organizations. The unparalleled combination of client service team providers will not only ensure an approach that ensures your basic audit needs are met, but would yield a business-like perspective and an interest by the T&C team in delivering value added ideas and solutions to your organization. We believe this personal, value-added approach is the reason so many of our clients stay with us year after year and even decade after decade. Below is a select list of our relevant experience:

RELEVANT AND CONFIDENTIAL CLIENT EXPERIENCE

- Broward Healthy Start Coalition
- FoundCare
- Huizenga Family Foundation
- JFK Medical Charter School
- Palm Beach Atlantic University, Inc.
- Palm Beach Day Academy
- Palm Beach Zoo at Dreher Park
- Rehabilitation Center for Children and Adults
- The King's Academy
- Boys and Girls Clubs of Palm Beach County
- Theodore R. and Vivian M. Johnson Scholarship Foundation



SCOPE OF SERVICES

AUDIT SERVICES

We will audit the financial statements of FARDA as of September 30, 2015, and for the year then ending, in accordance with auditing standards generally accepted in the United States. The objective of our audit is the expression of an opinion as to whether the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles in the United States.

The objective of our audit will also include reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

At the conclusion of the financial statement audit of FARDA, we will present a letter to management that will identify any existing weaknesses in accounting, fiscal procedures, or internal control, and any other matters that may come to our attention, together with our recommendations for corrections or improvements.

We will retain the working papers and reports of each audit for a minimum of five years, unless notified otherwise. Our working papers constitute firm property but will be made available to other parties as professionally appropriate.

As part of our engagement for FARDA we will:

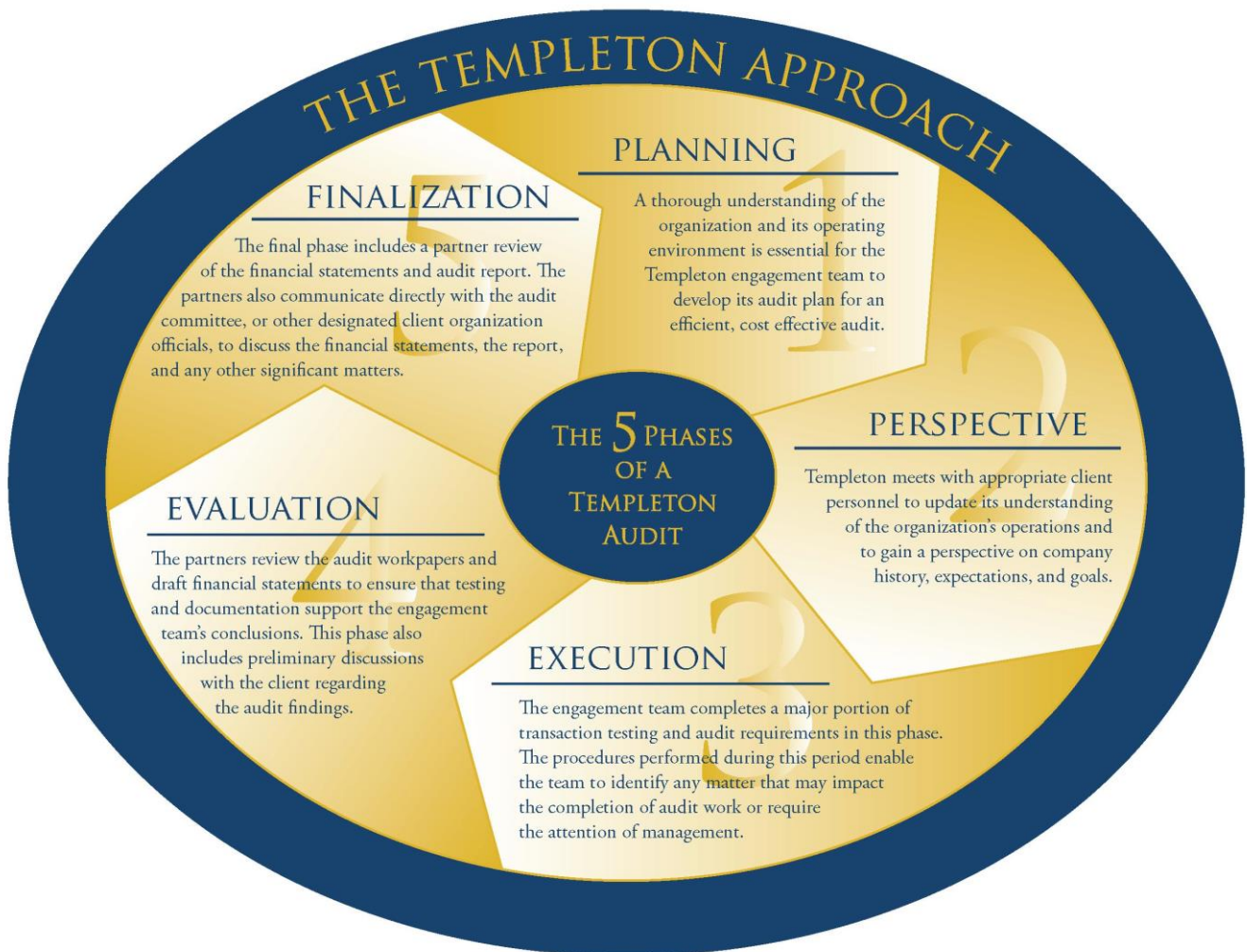
- Develop a management letter that will contain recommendations regarding internal controls and other aspects of the Organization's operations noted during our engagement.
- Attend the Board of Directors or Audit Committee meeting to present the audit reports.
- Deliver, with the Organization's cooperation, the final audited financial statements by December 2015.



T&C AUDIT APPROACH

THE TEMPLETON APPROACH DEFINED

We use several approaches in our audit engagements. These include traditional audit techniques and strategies, as well as an evaluation of the systems of our clients. The audits are conducted in the following five phases:



T&C AUDIT APPROACH (CONT.)

MONITORING OF AUDIT PROGRESS

T&C has developed a number of tools to monitor the status of engagements. The primary monitoring occurs through hands-on, on-site participation from members of the Organization's management team and T&C's engagement team. In addition, T&C has a system for budgeting audit engagements at a granular level and time is entered by staff against specific tasks and those tasks are maintained in an open status until completed. Management has access to real-time analysis of the completed audit tasks and can monitor progress against the planned results.

AUDIT PROGRAM

T&C utilizes audit programs provided by Practitioners Publishing Company (Thomson) and integrated engagement software (ProSystem fx Engagement) from CCH. These tools allow us to tailor our audit approach and methodology to each engagement and provide for efficiency in the delivery of our audit services. Each engagement is planned on an annual basis with subsequent modifications to planning and audit programs occurring based upon previous experience, and changes in the environment.

MANAGEMENT LETTER DEVELOPMENT

At the conclusion of each audit, we will present a letter to management that will identify any existing weaknesses in accounting, fiscal procedures, or internal control, and any other matters that may come to our attention, together with our recommendations for corrections or improvements. Management letter comments are typically intended to be useful in improving the efficiency of operations or internal control procedures. These items are discovered in the ordinary course of our audit testing and our management interview process. Management letter comments and recommendations generally will be discussed with the affected parties before the letter is finalized and then communicated directly to the Board or the audit committee.

CLIENT ASSISTANCE

T&C anticipates that FARDA will provide requested schedules and information in a timely fashion in order to facilitate a smooth and efficient audit process. To the extent possible, we would prefer to receive audit documentation in electronic formats but are flexible in the formats provided by FARDA. We will work with your personnel to develop a good working relationship concerning timing of requests and questions in order to assist staff in balancing the audit and their regular daily workload.

CLIENT SATISFACTION

Good quality, accurate and open client feedback allows us to enhance our performance and gauge how well we are meeting our client's objectives. We take client service and satisfaction seriously, and continuously assess our clients' expectations and perceptions. We gather that feedback through regular engagement team meetings throughout the progress of our work and would schedule periodic meetings with the Organization to obtain more formal and candid feedback.



T&C AUDIT APPROACH (CONT.)

KEY AREAS OF FOCUS

T&C understands the risks and the challenges in which FARDA operates and our team as well as our audit plan is structured to address those risks in the most efficient, risk based manner. The team at T&C has experience in dealing with the key areas that impact your financial statements:

- Compliance with federal, state and other agency awards – a large part of FARDA’s operations include federal awards and state of Florida grants. FARDA must maintain compliance with its grant and award agreements with federal agencies.
- Private inurement/reputational matters – While typically not a pure, material financial statement risk, we understand that the reputation of FARDA is of key importance to its ongoing financial stability. Accordingly, our expense testing will include appropriate testing of expense reporting, related party transactions and inquire of management regarding other potential conflicts of interest. Any such matters uncovered would be reported to the audit committee and management, as appropriate.
- Other – our audit tests would be designed to contemplate tests in support of UBIT evaluations and other elements significant to maintenance of the FARDA’s tax status.

AUDIT ENGAGEMENT TIMELINE

T&C anticipates the following audit engagement timeline:

ACTIVITY	DATE
Client Acceptance Procedures	Upon selection
Audit Planning and Transition Procedures	October 2015
Complete On-site Fieldwork	November 2015
Deliver Draft of Financial Statements	November 2015
Finalize Financial Statements	December 2015



T&C AUDIT APPROACH (CONT.)

TRANSITION TO T&C

Our team members are experienced with the transition of clients and can readily resolve any issues that may occur during this change. We assure the FARDA that we will devote the highest priority to the careful and thoughtful planning required to help ensure a smooth transition to T&C with the least possible disruption to FARDA's personnel and its operations. We view the transition as an opportunity to provide a fresh perspective in the review of FARDA's accounting systems, controls and operations.

Below we have summarized our anticipated transition. We are confident we have the experience and resources required to complete the transition in a timely, efficient manner.

- Our highest priority will be to simplify the process by stressing a coordinated effort, with involvement of a consistent team, to limit disruption to your financial personnel.
- Immediately upon acceptance, we will begin obtaining an understanding of the internal control environment.
- We will arrange to review FARDA's prior accountant's workpapers.
- We will proactively ensure that any quality control assessments, or other internal monitoring are properly considered in setting our scopes and we would evaluate how reliance on your internal controls could reduce the amount of substantive work we may need to perform.
- We will discuss significant events that have occurred during the year with management.

COMMITMENT TO QUALITY

As a firm, we demand the highest ethical and technical standards of our staff, which has enabled us to achieve the highest rating in our profession's peer review process since inception. We are proud to note that the firm is recognized as a State of Florida limited liability partnership in good standing.

Our experienced and dedicated professionals take personal and professional pride in helping our clients achieve and enhance financial results and gain operational efficiencies. These results come from our commitment to quality service and complete client satisfaction, ensuring a consistently high level of service.

INDEPENDENCE

T&C and all of its employees are independent with respect to FARDA. No principals of the firm have any governance relationships with the Organization and there are no familial ties between the firm's principals and any of FARDA's directors or employees.



T&C AUDIT APPROACH (CONT.)

VALUE ADDED INSIGHTS

Our significant experience with community support organizations enables us to provide insights to our clients that have proven helpful to both management and audit committees. For example, we have assisted clients with the following:

- Assisting with various matters regarding governance, including consulting on board and audit committee best practices;
- Analyzing cash flows and establishing procedures to ensure grant funding is recognized in the proper period;
- Evaluating the information technology environment and needs of the organization;



YOUR CLIENT SERVICE TEAM

In selecting FARDA’s service team, we reviewed our understanding of the Organization’s needs, and identified the people whose credentials are suited to you. These individuals have been selected because they have a proven record of experience with clients in your nonprofits, strong technical backgrounds and outstanding management skills.

As FARDA engagement partner, Juan Cocuy will ensure that the firm delivers the quality services the Organization expects and deserves. Juan will lead the audit team and access T&C’s accounting resources and experienced professionals, including Heather Anstaett as the engagement manager, who will manage the daily field work activity of the other T&C professionals. Steven Templeton, will serve as concurring and quality assurance partner for FARDA.

T&C LEADERS SERVING FARDA		
TEAM MEMBER	ROLE	RELEVANT EXPERIENCE
Juan Cocuy, CPA	Engagement Partner	Juan brings more than 30 years of accounting, audit, finance and consulting experience to the firm. Juan’s accounting expertise expands through a broad range of industries including nonprofits.
Steven A. Templeton, CPA	Concurring Partner	Steve is Managing Partner of Templeton & Company. Steve’s business acumen and entrepreneurial approach make him an invaluable resource to clients in all aspects of audit and accounting.
Heather Anstaett, CPA	Engagement Manager	Heather is an experienced audit manager whose experience includes providing a broad range of professional services for various nonprofit entities.
Jaime Bethel	Senior Auditor	Jaime leads the audit fieldwork for a number of clients, including nonprofits and educational institutions.

Please see Appendix A for complete team biographies.



FEE SUMMARY

We understand the importance of efficiencies and cost control and our audit methodology provides your engagement team with the tools they need to perform a high quality audit in as cost-efficient a manner as possible. FARDA will receive value from the industry and technical experience, business guidance and professional, timely services provided by T&C. And there will be no surprises when it comes to fees.

A summary of the audit and tax services to be provided to FARDA, and the proposed fees is set forth below:

- Audit of the financial statements of FARDA for the year ending September 30, 2015;

The fee summary incorporates the fees for a one year engagement, three year engagement and five year engagement:

PROPOSED FEE SUMMARY	ONE YEAR FEES	THREE YEAR FEES	FIVE YEAR FEES
Audit of the financial statements	\$ 11,000	\$ 10,500	\$ 10,000

Our proposed fees are based on the following assumptions:

- FARDA, will prepare and promptly deliver schedules, analyses and key documents as requested, as well as make personnel available to assist us as needed.
- There are no significant delays outside of our control.
- FARDA will not make significant changes in its internal accounting controls, accounting systems, key personnel or organizational structure.



APPENDIX A

CLIENT SERVICE TEAM BIOGRAPHIES



YOUR CLIENT SERVICE TEAM



JUAN COCUY

CPA
ENGAGEMENT PARTNER

Phone: 561.798.9988 ext. 245
Email: jjcocuy@templetonco.com

EXPERIENCE

Juan Cocuy serves as a Partner with Templeton & Company. He brings more than 30 years of accounting, audit, finance and consulting experience to the firm. Juan's accounting expertise expands through a broad range of industries including health care, technology, manufacturing and distribution, real estate, nonprofit, government and employee benefit plans.

Prior to merging with Templeton, Juan was the Managing Shareholder of Cocuy, Burns & Co. P.A., a practice he founded in 1996. Formerly, he served on an acting basis in various executive capacities for clients including, Chief Financial Officer for multi-million dollar companies in the industries of manufacturing and distribution, technology start-ups, pharmaceuticals and other health services.

INDUSTRY EXPERIENCE

Construction; Entertainment; Financial Services; Government and Employee Benefit Plans; Information Technology; Manufacturing and Distribution; Nonprofit; Real Estate; Retail

PROFESSIONAL AND CIVIC AFFILIATIONS

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
Board of Governors of Citizens Insurance
Lakeside Medical Center
Hispanic Chamber of Commerce of Palm Beach
United Way of Palm Beach County
Diocese of Palm Beach
Boy and Girls Clubs of Palm Beach County, Inc.
Palm Beach Sheriff's Office Foundation

EDUCATION

University of South Florida, B.S.



STEVEN A. TEMPLETON

CPA, CVA
CONCURRING PARTNER

Phone: 561.798.9988 ext. 223
Email: stempleton@templetonco.com

EXPERIENCE

Steve serves as the firm's managing partner and will be responsible for the delivery of all services. He has more than 37 years of public accounting and consulting experience working with clients in a variety of industries. Steve's areas of focus include audit and accounting services, tax and planning strategies, business valuations, growth strategies and technology consulting.

Prior to founding Templeton & Co in 1990, Steve held a position as Senior Manager for many years with Coopers & Lybrand.

INDUSTRY EXPERIENCE

Agriculture; Construction; Financial Services; Healthcare; Hospitality; Manufacturing and Distribution; Nonprofit; Professional Services; and Real Estate

PROFESSIONAL AND CIVIC AFFILIATIONS

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
National Association of Valuation Analysts
Association of Management Consulting Firms, Board Member and Treasurer
Palm Beach Atlantic University Rinker School of Business, Advisory Board Chairman
Economic Council of Palm Beach County
Community Foundation for Palm Beach and Martin Counties, Board Member and Treasurer
Chamber of Commerce of the Palm Beaches, Trustee

EDUCATION

Florida State University, B.S.



YOUR CLIENT SERVICE TEAM



HEATHER ANSTAETT

CPA

ENGAGEMENT MANAGER

Phone: 561.798.9988 ext. 244

Email: hanstaett@templetonco.com

EXPERIENCE

Heather Anstaett serves as an Audit Supervisor with Templeton & Company. She brings more than 15 years of accounting and auditing experience to the firm. Heather has worked with clients across a broad spectrum of industries including construction, government, healthcare, professional services, and nonprofit entities such as religious, foundations, and charitable organizations.

INDUSTRY EXPERIENCE

Construction; Financial Services; Government; Healthcare; Nonprofit Organizations; Professional Services; Restaurants; Social Clubs

PROFESSIONAL AND CIVIC AFFILIATIONS

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
Kansas Institute of Certified Public Accountants
FICPA Palm Beach Chapter Board Member
Habitat for Humanity of Palm Beach County
Leukemia and Lymphoma Society of Palm Beach County

EDUCATION

Kansas State University, B.S.
Kansas State University, M.A.



APPENDIX B

CLIENT REFERENCES



CLIENT REFERENCES

Below is a selection of our client references who we invite you to contact regarding our technical abilities and quality of service.

CLIENT REFERENCES			
NAME	TITLE	COMPANY	PHONE NUMBER
Mr. John Kautz	CFO	Palm Beach Atlantic University	(561) 803-2012
Palm Beach Atlantic University is a private, Christian, four-year, Liberal Arts University with its main campus in West Palm Beach, Florida. The University provides higher education to more than 3,400 students in over 40 academic disciplines.			
Mr. Russell Green	CFO	The Arc of Palm Beach County	(561) 318-4517
The Arc of Palm Beach County has provided quality services, education and advocacy for children and adults with developmental disabilities and their families. Their programs offer a continuum of care from birth throughout a person's life.			
Mr. Jason Bullard	Controller	Palm Beach Zoo	(561) 547-9453
The Zoological Society of the Palm Beaches, Inc. exists to inspire people to act on behalf of wildlife and the natural world. They aim to advance their conservation mission through endangered species propagation, education and support of conservation initiatives in the field.			



APPENDIX C

CONFIDENTIAL SELECT CLIENT LIST



CONFIDENTIAL SELECT CLIENT LIST

PALM BEACH ATLANTIC UNIVERSITY

ARC OF PALM BEACH COUNTY

NORTON MUSEUM OF ART

HENRY MORRISON FLAGLER MUSEUM

BOYS & GIRLS CLUBS OF PALM BEACH COUNTY

THE LORD'S PLACE

FOUNDCARE

MY CLINIC JUPITER

WXEL BROADCASTING CORPORATION

JUNIOR ACHIEVEMENT OF THE PALM BEACHES

NONPROFITS FIRST



Florida Atlantic Research and Development Authority

Fiscal 2015-2016 Proposed Budget

	Amended Budget	Proposed Budget	
	2014-5	2015-6	
Land Income			
Boca Land - Phase I (annual payment in January)	175,368	178,139	
Boca Land - Phase II (annual payment in January)	70,198	71,307	
Boca Land - VOC (annual payment in January)	13,128	13,336	
Deerfield Land - Phase I (monthly)	56,395	57,572	
Deerfield Land - Phase II (1 tenant PTIC)	39,830	40,661	
Deerfield Land - Phase III	57,562	58,762	
Deerfield Land - Additional Property	66,837	67,916	
BRAA Land - 1.32 acres (annual payment in July)	12,898	13,452	
BRAA Land - 1.79 acres (annual payment in May)	22,185	23,234	
Attorney fees (reimbursable)		10,000	New line item - to cancel out expense
Total Land Income	514,401	534,379	
Land Expense			
Attorney fees (80% of attorney fees)	35,863	19,200	
Attorney fees (reimbursements)	29,529	10,000	
Total Land Expense	6,334	29,200	
Net Income - Land	508,067	505,179	
Incubator Income			
Suite 400 - rent (internet is included in rent)	232,260	259,386	Changed amount based on 85% occupancy
Suite 210 - rent	68,803	-0	
Total Incubator Income	301,063	259,386	
Incubator Expense			
Suite 400 - rent (paid to CBRE)	306,522	312,189	
Suite 210 - rent (paid to CBRE)	67,324	-0	
FPL - Suite 400	29,712	28,296	
FPL - Suite 210	11,477	-0	
FPL Fibernet (Internet)	14,600	5,00 [1]	
FL LambdaRail (Internet)	16,078	-0	
AC Maintenance/Repairs - Suite 400	3,494	3,500	
AC Maintenance - Suite 210	0	-0	
IT Maintenance/Upgrades	4,000	4,000	
Facility Maintenance/Repairs	4,500	4,500	
Janitorial - Suite 400	15,525	9,000	No longer includes suite 210
Copier	590	-0	
Total Incubator Expense	473,822	366,485	
Net Income - Incubator	172,759	107,099	
Service Income			
New World Angels	40,000	-0	
Total Service Income	40,000	0	
Service Expense			
Travel reimbursement	0	0	
Total Service Expense	0	0	
Net Income - Service	40,000	0	
Marketing Income			
Marketing Cost Share	15,000	15,000	
Banner Signs	33,750	7,00 [2]	
Podcasts	5,000	-0	
Total Marketing Income	53,750	22,000	
Marketing Expense			
Ambit	37,015	18,000	
Banner Signs	9,000	2,000	
Total Marketing Expense	46,015	20,000	
Net Income - Marketing	7,735	2,000	
Sponsorship Income			
Sponsor Partner Program	7,500	30,000	Includes Comcast internet - inkind for \$20k
Total Sponsorship Income	7,500	30,000	
Sponsorship Expense			
Promotional items	0	1,000	
Comcast inkind		20,000	
Total Sponsorship Expense	0	21,000	
Net Income - Sponsorship	7,500	9,000	
Event Income			
Networking events and workshops	50,000	85,000	Anniversary event is next fiscal (15-16) year but all income and expenses are this fiscal year (14-15).
Total Event Income	50,000	85,000	
Event Expense			
Venue and catering, supplies, promotional items	40,000	40,000	

[1] Christine Burres:

Based on 821.25 for 6 months (50mgs) - Comcast is giving us free internet - we may keep fibernet at a very reduced bandwidth for redundancy.

[2] Christine Burres:

Annual Banner maintenance

[3] Christine Burres:

NBIA Certification

[4] Christine Burres:

FEDC-\$600, Boca Chamber-\$3000, GtFLAlliance-\$750, Deerfield Chamber-\$400, NBIA-\$500 and AURP for \$2,200, ULI-\$220, BDB-\$1,000, Forum Club - \$

[5] Christine Burres:

\$5k YEA! \$5k FL Institute \$2.5K FAU Col. Eng. \$2.5 FAU Col. Sci.



**Florida Atlantic Research and Development Authority
Policy No. 15-1**

Title: Budget, Financial & Purchasing Policy

Date Adopted:

Effective Date: October 1, 2015

Amendment Date:

Expiration Date: September 30, 2020

1. PURPOSE - It shall be the policy of the Florida Atlantic Research and Development Authority (FARDA) that this policy, Policy No. 15-1, "Budget, Financial & Purchasing Policy", is hereby adopted, to wit:

The purpose of Policy No. 15-1, "Budget, Financial & Purchasing Policy" is to provide guidelines for the purchases of goods and/or services made by or on behalf of the Florida Atlantic Research and Development Authority (hereinafter referred to as the "Authority"). Purchases not explicitly covered in these guidelines are to be approved in advance by the Authority.

2. SCOPE

a. This policy applies to:

- i. Members of the Authority and employees of the Authority, or
- ii. Individuals or organizations contracted to do business on behalf of the Authority, all of whom are defined as "agents".

b. Each contract or agreement for the purchase of goods or services shall include the following Equal Opportunity provision:

During the performance of this Agreement, the (vendor) (contractor) (service provider) (other) agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

3. PURCHASING CATEGORIES

a. Purchases: \$5,000 or Less

The purchase of goods or services that cost \$2,500 or less does not require independent approval of the Authority provided that funds for such purchase have been included in the current year's approved budget. The agent making the purchase shall, in his or her reasonable discretion, obtain the goods and/or services from a responsible vendor for a fair value. In the event funds for a purchase have not been designated in the current year's budget approved by the Authority, the agent shall obtain the approval of the Authority prior to the purchase. The President & CEO may sign checks up to and including \$5,000.

b. Purchases: \$5,001 to \$10,000

The purchase of goods or services that cost more than \$5,000, up to and including \$10,000, does not require independent approval of the Authority provided that funds for such purchase have been included in the current year's approved budget. In the event funds for a purchase have not been designated in the current year's budget approved by the Authority, the agent shall obtain the approval of the Authority prior to the purchase. The agent shall endeavor to obtain quotes, to the extent possible, from at least three different vendors, for the cost of providing the relevant goods and/or services. Written quotes shall be obtained if the purchase price exceeds \$5,000. The agent making the purchase shall select the vendor with the lowest responsible quote, unless all quotes are rejected, or the agent, in his or her reasonable discretion, determines that the quality of service and/ or goods offered in a higher quote presents the best value. The agent has the right to reject all quotes submitted for a specific purchase pursuant to this paragraph. Two signatures are required on checks over \$5,000.

c. Informal Bids: \$10,001 to \$50,000

The purchase of goods or services that cost more than \$10,000 and up to and including \$50,000 does not require independent approval of the Authority provided that funds for such purchase have been included in the current year's approved budget. In the event funds for a purchase have not been designated in the current year's budget approved by the Authority, the agent shall obtain the approval of the Authority prior to the purchase. The agent shall obtain quotes from at least three different vendors, to the extent possible, for the cost of providing the relevant goods and services. The Authority shall ordinarily authorize the purchase from the vendor with the lowest responsible quote, unless all quotes are rejected, or the Authority determines that the quality of service and/ or goods offered in a higher quote presents the best value. The Authority has the right, in its sole discretion, to reject all informal bids submitted for a specific purchase pursuant to this paragraph.

d. Competitive Procurement: More than \$50,000

The purchase of goods or services in excess of \$50,000 shall require prior approval of the Authority. The Authority shall obtain such purchases through competitive procurement except as otherwise provided in paragraphs 3, e, f, and g.

The agent shall draft the appropriate notice of intent to procure the goods or services, which may, as appropriate, contain specifications of the specific goods and/or services to be purchased. The agent shall obtain proposals, from at least three different vendors, to the extent possible, for the cost of providing the relevant goods and/or services. The notice of intent shall be approved by the Authority, and shall then be: 1) provided to regional chambers of commerce and economic development organizations for dissemination, 2) sent to the top 25 providers of the relevant service, as listed by the *South Florida Business Journals Book of Lists*, and 3) posted on the Authority's website at least 30 days before bids are due. The Authority shall ordinarily award the contract to the lowest responsible and compliant bidder, unless all bids are rejected, or the Authority determines that the quality of service and/ or goods offered in a higher

bid presents the best value. The Authority has the right, in its sole discretion, to reject all bids submitted for a specific purchase pursuant to this paragraph.

e. Emergency Purchases

In the event of an accident or emergency that threatens the safety, financial viability or a substantial loss to the Authority, as determined to exist by the agent and the Chair of the Authority, in their reasonable discretion, purchases in any amount may be made by the agent without compliance with the guidelines described above. In making purchases in such an emergency situation, the agent shall, in his or her reasonable discretion obtain the services and/or goods from a responsible vendor for a fair value. Any purchase made pursuant to this paragraph shall be immediately reported to the Authority in writing.

f. Sole Sources

In the event the Authority makes a written determination that a particular good or service, or aggregate thereof, is only available from a single source, such item(s) may be purchased from such source without further compliance with these guidelines.

g. Other Exceptions

The following contracts, or acquisitions of goods or services, are exempt from compliance with these guidelines provided such contracts and acquisitions are authorized and approved by the Authority and are:

- i. goods and services acquired through participation in a cooperative purchasing agreement with one or more public entities or pursuant to Chapters 255 and 287 Florida Statutes;
- ii. Changes, amendments or change orders to existing contracts that do not exceed 25% of the contracted value;
- iii. Purchases pursuant to grant requirements;
- iv. A project where the contractor or builder has been selected by the tenant and use of such contractor or builder is a condition of the tenancy, if:
 1. The estimated costs of construction are reviewed by an architect selected by the tenant or its agent (if appropriate) and such architect certifies in writing that such costs are competitive in the market place; or
 2. The tenant or contractor or builder is legally obligated for the complete and total repayment of any debt incurred by the Authority in connection with such a project.

h. Construction of Facilities for Lease to the State

The construction of facilities in connection with the lease of space to executive agencies, departments or other political subdivisions of the State shall be competitively bid in accordance with the requirements of state law, including Section 255.2501, Florida Statutes.

i. Procurement Review

The contracts and performance of vendors retained by the Authority shall be reviewed at least every three years.

j. Employee Reimbursement

From time to time it may be necessary for employees other than the President & CEO to use personal automobiles for Authority business. In such cases, the employee must seek the President & CEO's approval before such an event occurs and submit a mileage report within thirty (30) days of the occurrence. The Authority will reimburse employees at the prevailing standard mileage rate used by the Internal Revenue Service.

4. BUDGET

On an annual basis the President & CEO, in collaboration with the Finance Committee, will facilitate the preparation of a budget to be approved by the Authority. The approved budget will function as the guideline for the fiscal operations. The Authority should be presented with a proposed budget with sufficient time to allow for the approval of a final budget before the beginning of the following fiscal year. Should the Authority fail to approve a budget before a new fiscal year, the existing adopted budget shall be deemed to have been finally renewed and adopted by the Authority.

5. PAYMENTS MADE

Payments for goods and services may be made by checks or electronic funds transfer (EFT). Checks over \$5,000 must be signed by 2 authorized signors, excluding monthly checks for rent. EFT's may only be executed by the President & CEO. Payments must be made on timely basis to ensure good credit standing and avoid late fees.

Checks will be prepared twice a month by the Director of Operations for signature by the President & CEO.

6. PAYMENTS RECEIVED

Checks should be deposited on a timely basis to decrease the chance of loss and to maximize cash flow. Copies of checks should be made and attached to the deposit slip.

7. BANK STATEMENTS

Bank statements will be reviewed and initialed by the President & CEO. Bank accounts will be reconciled on a monthly basis and given to the President & CEO by the 15th day of the following month. The President & CEO will also submit all bank statements, financial statements (balance sheet and profit and loss), and other financial records to the Treasurer for review. The Treasurer shall sign the bank and financial statements once they are reviewed.

8. ACCOUNTS RECEIVABLE

A list of accounts receivable will be given to the President & CEO by the 10th of each month for review.

9. FINANCIAL STATEMENTS

Financial statements will be prepared on a monthly basis and given to the President & CEO by the 15th day of the following month. The statements will be prepared on a full-accrual basis according to GAAP.

10. INVESTMENTS

All investments made by the Authority must be made in furtherance of its public purposes.

11. BORROWING

A majority of the Authority constitutes a quorum, which is necessary for any Authority action. Borrowing may only be done by Authority action. Any bond issuance must be done by Authority action, with the President of FAU's designee present and voting, per F.S. 159.703 (6).

12. FIXED ASSETS

Fixed assets over \$2,500 in value will be depreciated based on the following categories:

- Computers and Office Equipment - Straight line over 5 years
- Leasehold Improvements - Straight line - number of years depends on item (future improvements will follow previous schedules)
- Permanent Signs - Straight line over 30 years

13. DISPOSITION OF PROPERTY

From time to time, the Authority may have surplus property. Surplus property is defined as Authority owned property that is not needed or has no practical use. Surplus property may be sold by the President & CEO or his/her designee. For surplus property valued under \$2,500, the President & CEO or his/her designee may donate such property to local charitable organizations in need of such items.

Adopted this

Language underlined is an addition from the previously approved policy.

Language ~~stricken out~~ is language deleted from the previously approved policy.



Florida Atlantic Research and Development Authority
Policy No. ~~1315-24~~

Title: Meeting Protocol
Date Adopted: ~~June 12, 2013~~ October 14, 2015
Effective Date: October 1, 2015
Expiration Date: September 30, 2015

1. **PURPOSE** – It shall be the policy of the Florida Atlantic Research and Development Authority (FARDA) that a new policy, Policy No. ~~13-115-2~~, "Meeting Protocol", is hereby adopted, to wit:
2. **POLICY** - The following information is a guide for conducting regular Board of Directors Authority and committee meetings, open to the public, for the Florida Atlantic Research and Development Authority.
3. **NOTICE OF PUBLIC MEETINGS** - The Authority follows the notice of meetings requirements listed under the Florida Handbook on Special Districts, the Government-in-the-Sunshine Law, Sections 159.703(6), 189.417, and 286.0105, Florida Statutes. Additionally, all regular Board of Directors Authority and committee meetings are advertised at least seven days prior to the meeting date in the Florida Administrative Weekly, and on the Authority's website - www.Research-Park.org. These notices must include the meeting agenda, including the time, location, and purpose of the meeting, as well as supporting background material.
4. **QUORUM** - The Authority follows Robert's Rules of Order, wherein it is designated that a quorum (four members) for any public meeting at which official action will be taken is a majority of the full membership of the Authority.
5. **OFFICIAL ACTION OF THE AUTHORITY** - For the record, all issues presented to the Authority for official action must be documented by an official action: Following is the step-by-step procedure:
 - a. A Board Authority member makes a motion.
 - b. Another member must second the motion.
 - c. The Chairman opens the motion to discussion.
 - d. The Chairman puts the motion to a vote (generally, the Chairman should ask for an affirmative and negative vote but on minor or noncontroversial motions, may ask for a negative vote).

e. The Chairman announces the result of the vote.

6. **OBTAINING AND ASSIGNING THE FLOOR** - To provide for an orderly interaction between the ~~Board of Directors~~Authority members, staff, and members of the public during meetings, there are basic procedures under Robert's Rules of Order for item 3, Obtaining and Assigning the Floor. Following is the step-by-step procedure:
- a. Before any ~~Authority~~Board member, staff, or member of the public may make a motion or speak, he or she must obtain the floor, that is, be formally recognized by the Chairman. Once recognized by the Chairman, that individual has the exclusive right to be heard at that time. The Chairman recognizes the person by their full name.
 - b. Only the Chairman may assign the floor. Other ~~Board~~Authority members, staff or members of the public shall not assign the floor.
 - c. Anyone not recognized by the Chairman but who wishes to speak while another person has the floor, is out of order. Anyone recognized by the Chairman shall speak only at the podium to ensure his or her remarks may be heard and for the preservation of the remarks in the audio recording and meeting minutes.
7. **COMMITTEE MEETINGS** - The primary purpose of the committee meetings is to review and recommend, if applicable, policy issues related to the Authority to ~~the Board of Directors~~Authority for ~~their~~its consideration, direction and/or approval. The Authority's Committees are: the HR, Governance and Finance committees. Each committee includes three members of the ~~Board of Directors~~Authority.
8. **REGULAR BOARD MEETINGS** - In order to assure meaningful and orderly public comment at the ~~Board~~Authority meetings, all public comment, if any, may be taken immediately after the presentation of an agenda item, or at the end of the meeting, and at the discretion of the Chairman.
9. **MINUTES** - Under the Robert's Rules of Order (Tenth Edition), the minutes of a meeting are a synopsis of a meeting and are not meant to be a transcription of all that was said at a meeting. Minutes are prepared by the Authority's ~~Associate~~Director of Operations who shall perform the duty impartially under the direction of the President & CEO. The Sunshine Law requires that minutes of a meeting of the Authority be promptly recorded and posted to the Authority's website in a timely manner, within 72 hours of the meeting. A hard copy of the Authority's meeting minutes will be filed in a public area and open to public inspection. The adoption of the minutes, including any corrections, must be presented at the next scheduled meeting of that committee or regular ~~Board of Directors~~Authority meeting, if a quorum is present. It is the responsibility of the ~~Associate~~Director of Operations to ensure that the minutes accurately reflect the meeting's activities, including motions to action items, and that they are an unbiased account of the meeting.

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ADOPTED THIS XX DAY OF XXXX, 20XX



Florida Atlantic Research and Development Authority
Policy No. ~~13-215-3~~

Title: Personnel Policy
Date Adopted: ~~June 12, 2013~~ October 14, 2015
Effective Date: October 1, ~~2013~~ 2015
Expiration Date: September 30, ~~2015~~ 2020

1. **PURPOSE** – It shall be the policy of the Florida Atlantic Research and Development Authority (the Authority) that a new policy, Policy No. ~~13-215-3~~, "Personnel Policy," is hereby adopted, to wit:

2. **SCOPE**
 - a. THESE POLICIES ARE NOT INTENDED TO CREATE AN EMPLOYMENT CONTRACT WITH THE PERSONS TO WHOM THEY MAY BE APPLICABLE.
 - b. Policy No. 13-2, "Personnel Policy" shall apply to all employees of the Authority, except for persons employed by the Authority on a contractual basis entered into between the Authority and the employee; and SHALL NOT apply to persons employed by the Authority on a contractual basis entered into between the Authority and the employee.

3. **DEFINITIONS**
 - a. The "~~Board~~Authority" shall mean the ~~Board of Directors of the Authority~~ Florida Atlantic Research and Development Authority. Except as lawfully and properly delegated to its officers, the powers of the Authority are exercised through, and the business affairs of the Authority are managed under the direction of the ~~Board~~ members.
 - b. "Employee" shall mean an employee of the Authority who is not employed by the Authority under an Employment Agreement with the Authority, including Full-Time Employees, Part-Time Employees and Employees in a Temporary Position.
 - c. "President & CEO" shall mean the Authority Employee whose job title is President & CEO; or if the President & CEO position is vacant, "President & CEO" shall mean the person designated by the ~~Board~~ Authority as the acting President & CEO.
 - d. "Exempt Employees" shall mean those Employees in administrative, executive, and professional positions as defined under the Fair Labor Standards Act, who are not subject to the overtime compensation provisions of the Act.
 - e. "Full-Time Employees" shall mean Employees with regularly scheduled and budgeted Working Hours of no less than forty (40) hours per week.

- f. "Marital Status" shall mean an individual's status of being married, separated, or unmarried including being single, divorced, or widowed.
- g. "Non-exempt Employees" shall mean those Employees in positions subject to the overtime compensation provisions of the Fair Labor Standards Act.
- h. "Overtime" shall mean the hours worked in excess of forty (40) hours during the established workweek. These hours must be at the direction of the President & CEO and must not include *leave* with pay.
- i. "Part-Time Employees" shall mean Employees with regularly scheduled Working Hours of less than forty (40) hours per week.
- j. "Policy" shall mean the Authority Personnel Policy, as may be amended from time to time.
- k. "Temporary Position" shall mean a position of specific duration not to exceed two (2) years. Temporary Positions may be full or part time.
- l. "Work Area" shall mean areas where Employee's work for the Authority is performed.
- m. "Working Hours" shall mean an Employee's normally scheduled hours of work.

4. EMPLOYEE CONDUCT

- a. EQUAL EMPLOYMENT OPPORTUNITY - It has been the policy of the Authority to subscribe to the principle of Equal Employment Opportunity. These Policy provisions reaffirm the Authority's commitment to ensure that:
 - All recruitment, hiring, training and promotion of persons employed by the Authority in all positions is accomplished without regard to race, color, religion, sex, national origin, age, handicap, or marital status; and
 - Employment decisions are made consistent with the principle of Equal Employment Opportunity

The Authority shall comply with all federal, state, and other applicable laws prohibiting discrimination in employment based on race, color, religion, sex, national origin, age, handicap, or marital status.

All [Board Authority](#) Members and Employees are responsible for supporting these Policy provisions and for the furtherance of the principle of Equal Employment Opportunity in all personnel matters. The principle of Equal Employment Opportunity is applied to all other personnel activities including compensation, benefits, transfers, reassignments, promotions, demotions, layoffs, separations and disciplinary actions.

An Employee who believes he or she has been subjected to workplace harassment must promptly bring that problem to the attention of the Authority. Complaints should immediately be reported to the President & CEO. If the complaint involves the President & CEO the Employee should report the matter to the General Counsel. If a complaint involves a member of the [Board of Directors Authority](#) the Employee should report the matter to the President & CEO and the General Counsel.

At that time, the President & CEO or General Counsel will refer the matter to a private law firm outside the jurisdiction of Broward and Palm Beach counties, to investigate the claim. Once the complaint has been referred to the outside law firm to investigate, the party who made the complaint shall be notified. Each complaint will be immediately and thoroughly investigated in a professional manner.

Actions taken to investigate and resolve harassment complaints shall be conducted confidentially to the extent practicable, appropriate and legal in order to protect the privacy of persons involved. The person who is accused of engaging in harassing behavior will be notified and given an opportunity to respond verbally and/or in writing. The investigation may include interviews with parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have relevant knowledge.

The Employee will be notified of a decision or the status of the investigation in a timely manner. There will be no discrimination or retaliation against any individual who files a complaint in good faith, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a harassment complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action, which may include discharge, will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly.

- b. NOTICE OF ARREST OR CHARGE AGAINST EMPLOYEE - The Employee shall immediately notify the President & CEO and the [Board Authority](#), in writing, of any arrest or charge against the Employee, other than a minor traffic infraction.
- c. POLITICAL ACTIVITIES - Every Employee will have the right to express his or her views as a citizen, to cast his or her vote as he or she chooses, to hold membership in and to support a political party, or maintain political neutrality. Employees may also attend political meetings and take an active part in political campaigns during off duty hours. However, every Employee is prohibited from:
 - i. Using his/her official authority or influence, as an Employee, for the purpose of interfering with or affecting the result of an election or nomination for office.
 - ii. Directly or indirectly coercing, attempting to coerce, commanding, or advising an Employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.
 - iii. Participating in political activities during Work Hours.
- d. NEPOTISM
 - i. Notwithstanding the protection under this Policy for an Employee's marital status, the following Policy provisions shall apply regarding the employment of relatives of employees of the Authority. For purposes of

this Section of the Policy, relative" means an individual who is related to an Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

- ii. There shall be the following restrictions on the employment of any Employee's relatives with the Authority:
 - 1. A relative of any Employee with supervisory responsibility shall not be eligible for employment in or advancement to any position which reports directly to the supervisory Employee.
 - 2. An Employee shall not be eligible for advancement to any position with direct supervisory responsibility over a position in which a relative is employed.
- e. **OUTSIDE EMPLOYMENT**
 - i. Employees shall not engage in any employment activity or enterprise which has been or may be determined to be inconsistent, incompatible, or in conflict with the duties, functions, or responsibilities of their Authority employment.
 - ii. Employees who desire to accept outside employment in addition to their employment with the Authority shall provide advance written notice to the President & CEO regarding the nature and extent of such anticipated outside employment. The President & CEO shall determine whether such anticipated employment conflicts with the duties and responsibilities of the Employee's Authority employment. If the President & CEO determines there is a conflict with the duties and responsibilities of the Employee and the outside employment sought, the President & CEO shall submit that determination to the Employee in writing within two (2) weeks of Employees submittal of written notice.
- f. **SMOKING** - Employee shall, at no time, *have* lighted tobacco products within an Authority facility.
- g. **USE OF MAIL AND THE INTERNET**
 - i. This Section of the Policy is designed to protect the Authority, its Employees and its resources from the risks associated with use of E-Mail and Internet. Email and Internet access are to be used to facilitate Authority business and only highly-limited, reasonable personal use is permitted.
 - ii. These Policy provisions do not forbid all personal use of E-Mail. Acceptable uses of E-Mail can be compared to those involving the telephone: the communication must be brief, must not interfere with work, must not subject the Authority to any additional costs, and must be consistent with the requirements set forth by this Policy. Employees are permitted to briefly visit other non-sensitive Internet sites during non-work time, such as during their lunch break.
 - iii. The Authority's E-Mail or Internet access systems may NEVER be used in any of the following ways:
 - 1. To harass, intimidate, or threaten another person.

2. To access or distribute obscene, abusive, libelous, or defamatory material.
 3. To impersonate another user or mislead a recipient about your identity.
 4. To access another person's E-Mail, if not specifically authorized to do so.
 5. To bypass the systems' security mechanisms.
 6. To distribute chain letters.
 7. To participate in political or religious debate.
 8. For any purpose which is illegal, against Authority policy, or contrary to the Authority's best interests.
 9. To pursue an Employee's business interests which are unrelated to the Authority.
- h. CONFLICT OF INTEREST - This Section of the Policy, with regard to conflict of interest, shall be construed in accordance with the regulations specified in Sections 112.311 (Legislative intent and declaration of policy) and 112.313 (Standards of conduct for public officers, employees of agencies, and local government attorneys), Florida Statutes. The intent of the law is to prohibit any public official or employee from having interests, from engaging in business activities, and from incurring any Page 4 of 14 obligation "which is in substantial conflict with the proper discharge of his or her duties in the public interest." The law prohibits the following:
- i. The solicitation or acceptance by any Employee of any gift, loan, favor, reward, or service that would cause a reasonably prudent person to be influenced in the discharge of official duties, or that is based upon any understanding that the action and/or judgment of the official or Employee "would be influenced thereby."
 - ii. An Employee from transacting business on behalf of the Authority with any agency in which either the Employee or a member of the Employee's immediate family has a "material interest."
 - iii. An Employee from accepting compensation to influence any action in his/her official capacity with the Authority.
 - iv. An Employee from using his/her position to secure a special privilege, benefit, or exemption for him/her or others.
 - v. An Employee from holding any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the Authority.
 - vi. An Employee from disclosing or using information not available to the general public for his/her personal gain or for the gain of any other person or business entity.
 - vii. This section shall not be interpreted to prevent an Employee from engaging in a bona fide business transaction for goods and services from a firm doing business with the Employee when no special privilege or benefit is granted or sought by the Employee because of his or her status as an Authority Employee.
- i. SUBSTANCE ABUSE –

- i. Use, sale, dispensing or possession of illegal drugs or narcotics is prohibited on Authority premises.
 - ii. Unless approved in advance by the [Beard-Authority](#) as part of an [Beard-Authority](#)-sanctioned event, the use, sale, dispensing or possession of alcoholic beverages is prohibited on Authority premises.
 - iii. Appropriate disciplinary action will be taken against Employees who are in possession of or under the influence of alcohol or illegal drugs while on Authority premises.
- j. DRESS CODE –
- i. In order to balance the Authority's image with the Employee's freedom to make his or her own wardrobe choices, casual business wear will be acceptable in the office environment during regular business hours.
 - ii. The general parameters for casual business wear include using good judgment about what to wear during work days. Casual Business wear means comfortably fitting, clean, neat clothing, in good condition, that communicates a professional attitude. Dress standards apply to both women's and men's attire. The following items are inappropriate for office wear: apparel typically worn to the beach or for work in the yard or gym; clothing that is excessively revealing (transparent, or that overly exposes areas of the body such as the midriff or chest); bedroom slippers or flip flops; garments meant to be worn as underwear; T-shirts; or, attire with graphics or text endorsing gang membership, obscenity, illegal activities, violence, drugs, alcohol or tobacco.
 - iii. Exceptions:
 - 1. In an effort to have a work-friendly environment, Employees shall observe a Summer Dress Code, effective Monday through Friday, from Memorial Day to Labor Day. During the warm weather season, Employees shall have the opportunity to come to work in a more casual and relaxed atmosphere. An Employee's schedule may dictate a more traditional attire, such as attendance at Board or other business related meetings.
 - 2. Other than a Summer Dress Code, Employees may observe a Dress Down Day each week, which will be designated by the President & CEO. The President & CEO may approve certain Dress Code exceptions on Dress Down Day.
 - iv. Enforcement:
 - 1. The President & CEO shall interpret Dress Code Policy in light of the appropriateness to the work environment.
 - 2. The President & CEO shall be responsible for ensuring that Employees dress in accordance with this Policy.
 - 3. For the first violation, inappropriately dressed Employees shall be given a verbal warning and be sent home. For the second violation, inappropriately dressed Employees shall be given a written reprimand and be sent home. Any Employee sent home shall use annual leave to dress properly and return to work. Future violations shall result in progressive disciplinary actions.

5. RECRUITMENT AND SELECTION

- a. Job opportunities with the Authority are communicated through job postings on the Authority's website, paid advertisements, and any other means deemed necessary by the President & CEO.
- b. Job openings with the Authority should be posted for at least five workdays.
- c. The recruitment process for job openings shall require applicants to complete an Authority Employment Application.
- d. For a job applicant to be considered for employment, the applicant's Authority Employment Application shall:
 - i. Be submitted or postmarked on or before the deadline date.
 - ii. Be filed on the prescribed form.
 - iii. Be substantially complete.
 - iv. Reflect that the applicant possesses the required knowledge, skills, ability and experience.
 - v. Not in any way be falsified.
 - vi. Not reflect that the employment of the applicant would violate the Nepotism provisions of this Policy.
 - vii. Reflect that the applicant meets other valid and lawful employment requirements for the position which is vacant.
- e. After the advertising period, the President & CEO shall evaluate the applications that have been received to determine which job applicants met the criteria for further consideration, as described above.
- f. A selection committee ("Selection Committee") will be formed by the President & CEO for each regular position or Temporary Position from three (3) months in duration to the maximum temporary time of two (2) years.
 - i. The Selection Committee shall be comprised, at a minimum, of the President & CEO and not less than two (2) other members.
 - ii. The President & CEO shall provide the Selection Committee the Authority Employment Applications for those applicants who met the criteria for further consideration.
 - iii. The Selection Committee shall:
 1. Prepare questions for the applicants' job interviews.
 2. Identify the applicants for interview, from the pool of applicants who met the criteria for further consideration.
 3. Conduct interviews with applicants.
 4. Identify the Selection Committee's top candidate(s), subsequent to the completion of interviews, and conduct and document no less than three (3) telephone employment reference checks for such candidate(s).
 - iv. Upon completion of satisfactory reference checks of no less than Selection Committee's top candidate, the President & CEO shall obtain background checks, consistent with [Beard-Authority](#) policy.
 - v. Upon completion of a satisfactory background check, the President & CEO shall seek the [Beard-Authority](#) Chair's concurrence to hire the recommended candidate, contingent upon the candidate's successful completion of pre-employment drug testing, consistent with [Beard Authority](#) policy.

- vi. Upon obtaining the Beard-Authority Chair's concurrence, the President & CEO shall provide written notice of intent to hire to the candidate, contingent upon the candidate's successful completion of pre-employment drug testing, consistent with Board policy.
- g. A Selection Committee process will not be utilized for a Temporary Position that is less than three (3) months in duration. To fill a Temporary Position that is less than three (3) months in duration, the President & CEO shall:
 - i. Prepare questions for the applicants' job interviews.
 - ii. Identify the applicants for interview, from the pool of applicants who met the criteria for consideration.
 - iii. Conduct interviews with applicants.
 - iv. Identify his/her top candidate(s), subsequent to the completion of interviews, and conduct and document no less than three (3) telephone employment reference checks for such candidate(s).
 - v. Upon completion of satisfactory reference checks of no less than the President & CEO's top candidate, the President & CEO shall obtain background checks, consistent with Board policy.
 - vi. Upon completion of a satisfactory background check, the President & CEO shall seek the Beard-Authority Chair's concurrence to hire the recommended candidate, contingent upon the candidate's successful completion of pre-employment drug testing, consistent with Beard Authority policy.
 - vii. Upon obtaining the Beard-Authority Chair's concurrence, the President & CEO shall provide written notice of intent to hire to the candidate, contingent upon the candidate's successful completion of pre-employment drug testing, consistent with Beard-Authority policy.

vii.

6. PROBATIONARY PERIOD AND INITIAL EVALUATION PERIOD

- a. This Section shall not apply to Temporary Positions of less than six (6) months in duration.
- b. Full-Time and Part-Time Employees, with the exception of those Employees who are in a Temporary Position of less than six (6) months in duration, shall serve a probationary period. The probationary period should be considered the "working test" portion of the evaluation process. It shall be utilized to closely observe the Employee's work, determine suitability for continued employment and for ensuring the most effective adjustment of an Employee to the position.
- c. The probationary period shall be six (6) months in duration, unless extended.
- d. The President & CEO may, prior to the expiration of the probationary period of a particular Employee, extend the duration of a probationary period. No extension shall be allowed which would make the probationary period longer than eight (8) months.
- e. No less than two (2) weeks before the expiration of an Employee's probationary period, the President & CEO shall prepare a written performance evaluation that reflects the Employee's work performance during the evaluation period, and discuss such evaluation with the Employee.

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7. ANNUAL PERFORMANCE APPRAISAL

- a. No later than one (1) month after an Employee's annual employment anniversary, the President & CEO shall prepare an annual written performance evaluation and discuss the evaluation with the Employee. Such annual performance evaluations shall reflect the Employee's work performance during the annual evaluation period.
- b. If an annual written Employee evaluation identifies areas for improvement, the Employee shall make efforts to address such areas and the President & CEO may, at their sole discretion, provide a subsequent written evaluation of the Employee's improvement or lack thereof no sooner than one (1) month after the Employee's receipt of the annual written Employee evaluation.
- c. The President & CEO shall be evaluated twice annually by the [Board of Directors Authority](#) using assessment forms distributed by the administrative office. The Human Resources Committee shall meet once annually to set goals for the year, and once annually to evaluate the performance of the President & CEO.

8. COMPENSATION

- a. The Employee's compensation will be defined by the [Authority Board](#) and may be subject to increase during the term of the Employee's employment at the sole discretion of the [Board Authority](#).
- b. Employees shall be paid in accordance with the normal payroll schedule of the Authority and such pay shall be subject to normal payroll deductions.
- c. Overtime:
 - i. The established work week is forty (40) hours within a seven (7) day period, Saturday through Friday. Overtime is calculated at one and one-half (1-1/2) times an hour on hours worked over the established workweek. All Overtime work must have prior written authorization by the President & CEO; and not securing this authorization may result in disciplinary action.
 - ii. Workers' Compensation Leave and Administrative Leave are "paid leave," not "hours worked"; and such leave will not be counted toward overtime.
 - iii. Compensation for Overtime shall be administered by the following guidelines:
 1. Employees in exempt positions, as defined by the Fair Labor Standards Act, shall not be eligible for overtime compensation. However, if Overtime is worked by an Exempt Employee, compensatory leave credits equal to the overtime hours worked shall be granted ("Compensatory Leave"). The maximum accumulation of Compensatory Leave is eighty (80) hours. Additional accumulation can only be extended with the prior approval of the [Board Authority](#).
 2. Employees in non-exempt positions, according to Fair Labor Standards Act, who are authorized in advance by the President & CEO to work Overtime, shall be granted Compensatory Leave at the rate of one and one-half (1-1/2) hours for each Overtime hour

- worked or cash payment for Overtime worked at the rate of one and one-half (1-1/2) times that Employee's regular hourly rate of pay, at the discretion of the President & CEO.
- iv. Compensatory Leave or cash compensation for overtime may only be granted when actual hours of work exceed forty (40) hours during the workweek. Holidays, however, shall be considered as hours worked for purposes of this section.
 - v. If Overtime is authorized using Compensatory Leave only, Employees must be notified before the Overtime is worked.
 - vi. Every effort should be made to schedule such the use of Compensatory Leave at the earliest possible date, with the President & CEO's prior approval.
- d. Time and Attendance Records - Employees are required to keep an accurate accounting of all leave used on the appropriate Authority form.

9. BENEFITS

- a. This Section shall not apply to Employees in Temporary Positions.
- b. Health Insurance.
 - i. The Authority offers a health insurance plan to the Employee, and to the Employee's family members and other persons who are eligible to participate in such health insurance plan ("Health Insurance").
 - ii. All Full-Time Employees are eligible to participate in Health Insurance. To the extent the Full-Time Employee participates in the offered Health Insurance. Employee shall pay all out of pocket costs including but not limited to copayments and deductibles.
 - iii. Part-Time Employees, who have been employed by the Authority for no less than two (2) years and whose scheduled Work Hours are not less than twenty (20) hours per week, are eligible to participate in Health Insurance ("Health Insurance Eligible Part-Time Employee").
 - 1. To the extent the Health Insurance Eligible Part-Time Employee participates in the offered Health Insurance, the Authority shall pay ninety percent (90%) of the cost of the Health Insurance premium for single coverage and all out of pocket costs including but not limited to co-payments and deductibles.
 - 2. If the Health Insurance Eligible Part-Time Employee seeks to provide Health Insurance for additional eligible persons, such as two person or family coverage, the Health Insurance Eligible Part-Time Employee shall pay the health insurance premium cost in excess of ninety (90%) of the Health Insurance premium for single coverage and all out of pocket costs including but not limited to co-payments and deductibles.
 - iv. Employees must enroll in Health Insurance within the first 30 days of Authority employment or wait until the annual open enrollment period.
- c. Annual and Sick Days
 - i. Accrual Rates.

1. Annual Leave – Full-time Employees shall accrue annual leave at the following monthly rates,
 - a. Eight (8) hours per calendar month effective upon employment.
 - b. Ten (10) hours per calendar month after completion of five (5) years of Authority employment.
 - c. Twelve (12) hours per calendar month after completion of ten (10) years of Authority employment.
 - d. Thirteen (13) hours per calendar month after completion of fifteen (15) years of Authority employment.
 - e. Fourteen (14) hours per calendar month after completion of twenty (20) years of Authority employment.
 - f. Sixteen (16) hours per calendar month after completion of twenty-five (25) years of Authority employment.
2. Sick Leave - Employee shall be entitled to six (6) sick days per calendar year.
3. Accrual rates for annual leave and sick leave shall be prorated for:
 - a. Employment periods of less than one calendar month, and
 - b. Part-Time Employees, in proportion to their regularly scheduled and Working Hours (i.e. a Part-Time Employee regularly scheduled and budgeted to work twenty (20) hours per week would accrue 50% of the Full-Time Employee's annual leave and sick leave).
- ii. Annual leave and sick leave shall be accrued on the last day of each calendar month during which the Employee is employed by the Authority
- iii. Taking Leave. The expectations of the Authority are that the Employee shall schedule the taking of annual leave and Compensatory Leave in consideration of the needs of the Authority. Employee shall provide reasonable notice to the President & CEO in advance of annual leave and Compensatory Leave being taken for more than two consecutive business days and as soon as reasonably possible for sick leave being taken; however such notice for sick leave shall be provided no later than one hour after the start of the normal business day.
- d. The Authority participates in the Florida Municipal Insurance Trust retirement program. The Authority shall match employee contributions, up to 4% of the Employees' compensation.
- e. Holidays. The Employee shall annually be entitled to the following nine days off from work with pay ("Holiday Leave"):
 - i. (a) New Year's Day, (b) Martin Luther King, Jr. Day, (c) Presidents Day (d) Memorial Day, (e) Independence Day, (f) Labor Day, (g) Veteran's Day, (h) Thanksgiving Day, (i) the day after Thanksgiving and U) Christmas; and
 - ii. Either the business day before or the business day after the observed Christmas holiday; the selection of which of these two days shall require the President & CEO's approval.
- f. Bereavement. The Employee shall be granted three (3) days of leave with pay upon the death the Employee's spouse, or the grandparents, parents, brothers,

sisters, children, and grandchildren of both the Employee and the Employee's spouse ("Bereavement Leave"). Notification of the need for Bereavement Leave must be made as soon as possible to the President & CEO and, if the President & CEO is unavailable, the Employee shall provide notification of the need for Bereavement Leave to the Board's Chair.

- g. Administrative Leave. If the Employee is summoned by the Court as a member of a jury panel or jury pool, or is subpoenaed as a witness not involving personal litigation, the Employee shall be granted Administrative Leave with pay for the time the Employee is serving in such capacity. Notification of the need for Administrative Leave must be made as soon as possible to the President & CEO and, if the President & CEO is unavailable, the Employee shall provide notification of need for Administrative Leave to the [Board's Authority's](#) Chair. The [Board Authority](#) may, at its sole discretion, place the Employee on Administrative Leave, with or without pay, for reasons other than those stated above, if it is determined by the [Board Authority](#) to be in the Authority's best interest.

10. **TERMINATION** - The Employee's employment with the Authority may be terminated at any time by the Authority or by the Employee pursuant to the following provisions:

- a. Death. In the event of the Employee's death, the Employee's employment shall terminate automatically, effective as of the date of death, and the Authority shall pay to Employee's estate the amounts which would otherwise be paid to the Employee up to and including the date of death.
- b. By the Employee. The Employee may terminate the Employee's employment with the Authority, for any reason and at any time upon two (2) weeks prior written notice to the Authority. If the Employee terminates their employment with the Authority, the Employee shall not be paid any compensation or be provided any benefits after Employee's last day of active employment with the Authority, other than benefits and compensation already accrued.
- c. By the Authority. Termination of the Employee by the Authority shall only occur upon recommendation of the President & CEO and with the concurrence of the [Board's Authority's](#) Chair, or upon a motion passing upon the affirmative vote of a majority of the [Board Authority](#) at any duly noticed regular or special meeting at which a quorum is present. The Employee's employment may be terminated in the sole judgment and discretion of the Authority. Such termination shall be effective with no less than fourteen (14) calendar days' advance written notice to the Employee or, in lieu of such notice, such termination may be effective immediately and Employee shall receive payment for eighty (80) hours of the Employee's regular rate of pay.
- d. Effect of Termination. Upon termination of Authority employment, Employee shall be entitled to receive owed compensation and benefits payable through the effective date of termination and any payments due regarding payment in lieu of notice of termination. The Authority shall be entitled to deduct from any such payment any amounts owed by the Employee to the Authority. Following payment of such amounts, the Authority shall have no further obligation to the Employee.

11. DISCIPLINE

- a. The President & CEO has the authority to give an oral or written warning to an Employee and effectively recommend to the Board's Chair other disciplinary action. In cases of fighting, threat or use of weapon on the job, the possession of illegal substance, intoxicant or abuse of Authority property, the President & CEO has the authority to suspend the Employee immediately. The authority to administer all other disciplinary action requires the President & CEO to obtain the Board Chair's concurrence in advance of taking such action.
- b. Disciplinary action should be administered in a progressive manner. Types of disciplinary actions follow:
 - i. Oral Warning - This is the least severe disciplinary action. It should serve as an "alert mechanism" to establish more satisfactory performance or behavior. A written account including the date and nature of the oral warning shall be made for reference. An Employee shall be advised when an oral warning is being made. The Oral Warning will be witnessed by either the General Counselor or the [Board-Authority](#) Chair.
 1. The President & CEO is authorized to give a verbal warning to an Employee in order to establish or reestablish satisfactory performance or behavior.
 2. An effective oral warning includes a clear description of the correct performance or behavior which is desired and notice to the Employee that the conversation is to be considered an oral warning. The President & CEO shall document such oral warning in an informal written record (incident file). Such documentation should include the date of the oral warning and, if possible, a brief summary of the conversation to include major points, requests, suggestions, directions, etc. given to the Employee by the President & CEO and any remedial action agreed upon by the Employee.
 - ii. Written Warning - This is a disciplinary action whereby the Employee is notified in writing of unsatisfactory conduct or performance.
 1. The President & CEO has the authority to issue a written warning.
 2. A good written warning should include a clear description of the correct behavior which is expected, reference to the fact that the written notice constitutes a written warning and a statement that continued unsatisfactory performance or conduct will result in more severe disciplinary action.
 3. Following discussion with the Employee, the original written warning, signed by the President & CEO and the Employee, will be filed in the Employee's personnel record and a copy is to be provided to the Employee.
 - iii. Suspension - An Employee may be suspended with or without pay for disciplinary reasons for a length of a time that the Authority considers appropriate. This action may only be taken by the President & CEO with the concurrence of the [Board's-Authority's](#) Chair. If a workplace situation necessitates the immediate removal of an Employee from the Work Area, the President & CEO may immediately suspend the Employee with

notification to the Board and direct the Employee to report back to the President & CEO at a specific date and time, within two (2) working days, concerning further disposition of the matter.

- iv. Termination - An Employee's Termination from Authority employment is the most severe form of discipline. Terminations may be necessary for reasons such as unacceptable personal conduct, unsatisfactory work performance, or failure to observe Authority rules and regulations. This action may only be taken by the President & CEO after obtaining the concurrence of the [Board's Authority's](#) Chair or upon a motion passing upon the affirmative vote of a majority of the [Board Authority](#) at any duly noticed regular or special meeting at which a quorum is present.
- c. The severity of any disciplinary action should be related to the gravity of the offense, and the Employee's work and discipline record and the Employee's length of Authority service.
- d. Guidelines for Disciplinary Action for First Offenses - Listed below are guidelines for disciplinary action involving first offenses. The list is not intended to be exhaustive nor are the suggested actions for any offense required. The circumstances of each case shall govern the disciplinary action.
 - i. Misconduct normally resulting in an Oral Warning:
 - 1. Absenteeism;
 - 2. Tardiness;
 - 3. Failure to perform assigned duties properly or in a timely manner;
 - 4. Failure to notify President & CEO of absences;
 - 5. Failure to follow documented office practices, procedures, and protocol.
 - ii. Misconduct normally resulting in a Written Warning for First Offense:
 - 1. Absence without authorized leave;
 - 2. Offensive conduct or abusive language;
 - 3. Improper use of Authority equipment;
 - 4. Leaving assigned Work Area without permission, when responsibility mandates a presence;
 - 5. Abuse of sick leave.
 - iii. Misconduct normally resulting in Suspension for First Offense:
 - 1. Insubordination; (I.e. including but not limited to intentional failure or refusal to carry out a directive from the President & CEO).
 - 2. Sleeping on the job;
 - 3. Fighting on the job;
 - 4. Inappropriate conduct resulting in a violation of Authority policy.
 - iv. Misconduct normally resulting in Termination for First Offense:
 - 1. Conviction of a felony;
 - 2. Abuse or theft of Authority property;
 - 3. Willfully making false statements about Authority Employees or members of the [Board Authority](#);
 - 4. Falsification of records such as, but not limited to, time and attendance, employment history, travel vouchers;
 - 5. Illegal acceptance of gratuities;

6. Possession or use of intoxicants or controlled substances on the job;
 7. Violence leading to the injury of another or destruction of Authority property;
 8. Abandonment of job (three successive work days missed without notification to President & CEO);
 9. Threat or use of weapon on the job.
- e. Authority Standards - It is the policy of the Authority that what a person does on his or her own time is exclusive of employment with the Authority. However, such policy is not absolute. If an Employee's outside conduct impairs the reputation of the Authority; causes the Employee to be unable to perform work or appear at work; or leads to refusal or reluctance on the part of others to work with the Employee, barring protection under law; then the President & CEO and the [Authority Board](#) are justified in taking disciplinary action. When an Employee is on Authority property, he or she is subject to the Authority's work standards. An Employee officially representing the Authority at a location other than his or her normal place of work is accountable for compliance with the Authority's policies, procedures, and standards.

12. **CONTINUITY OF BUSINESS** - In the event that the President & CEO is no longer willing or able to fulfill his duties, due to death or serious long term injury, the [Associate](#)-Director of Operations shall become Interim-President of the Authority. The Board of Directors will be notified as soon as reasonably possible by the Authority's legal counsel that the President & CEO is unable to fulfill his duties, and that according to this policy, the [Associate](#)-Director of Operations will assume the day to day functions of the president. The current Chair of the Authority will oversee the day to day operations by communicating with the interim-president at least once a week via telephone. A search for a new full-time President & CEO will commence as soon as a Special Meeting of the Authority can be convened (approximately 2 weeks after the assumption of interim duties by the [Associate](#) Director of Operations, to allow for notice requirements in the "Florida Administrative Weekly"). The search should be comprehensive, but not take longer than 6 months in order to not unduly burden the interim-president and the current chair of the Authority. In the event of man-made emergencies and natural disasters, including hurricanes, FARDA will follow the opening/closing decisions of Florida Atlantic University.

13. **GRIEVANCE** - This process is intended to provide a method for Employee complaints to be heard and acted upon by the appropriate authority in an appropriate time frame and fair manner.

- a. A grievance can be filed for work-related dissatisfaction. Grievances cannot be filed due to administrative policy, disciplinary oral or written warnings or performance evaluations (unless it is alleged that the evaluation was based on factor(s) other than performance) .
- b. Most job related dissatisfaction or problems can be handled by the President & CEO, and the first step in resolving work related problems or dissatisfaction is always to attempt to resolve them with the President & CEO. If unsuccessful, and

the Employee seeks to address the Board's Chair, the Employee will notify the President & CEO of the Employee's intent to continue the grievance process to the ~~Board's Authority's~~ Chair.

- i. The Employee will provide the ~~Board's Authority's~~ Chair a written description of the Employee's grievance.
 - ii. The ~~Board Authority's~~ Chair will address the Employee's grievance as the Board's Chair deems appropriate.
- c. If the Employee seeks to continue the grievance process beyond the ~~Authority Board's~~ Chair, the Employee will notify the President & CEO of the Employee's intent to continue the grievance process.

ADOPTED THIS XX DAY OF XXXX, 20XX



Florida Atlantic Research and Development Authority
Policy No. 15-4

Title: Background Checks
Date Adopted: October 14, 2015
Effective Date: October 1, 2015
Expiration Date: September 30, 2020

1. **PURPOSE** – It shall be the policy of the Florida Atlantic Research and Development Authority (FARDA) to conduct background checks for employment purposes as set forth below, and a new policy, Policy No. 15-4, "Background Checks", is hereby adopted, to wit:
2. **POLICY** - Offers of employment and job promotion shall be conditioned upon the outcome of a background check in accordance with this policy. Prior to conducting a background check, FARDA will obtain, at a minimum, a signed Disclosure and Authorization to Obtain Consumer Report form for the procurement of a “consumer report” for employment purposes. This form, the consumer report, and any subsequent forms and/or documentation, as discussed below, are to be filed in the employee's personnel file if hired, or in a recruitment file for those candidates not selected; both will be maintained by the FARDA administrative office for no less than five (5) years. Candidates for employment or job promotion, including those previously employed by the FARDA, shall be evaluated for employment based on, among other things, a background check that includes, at a minimum, the information described below.
3. **PROCEDURE** –
 - a. Employment Purposes - As used in this policy, the phrase “employment purposes” shall include, but is not limited to, hiring, promoting, reassigning, and retaining an employee. The term “candidate” shall refer to any individual wishing to be considered for employment, rehire, promotion, or retention.
 - b. Notice and Authorization of Background Check – Prior to any background check, candidates shall be provided with notice that a consumer report will be compiled on them for employment purposes. Candidates will be required to complete a Disclosure and Authorization to Obtain Consumer Report form in order to be eligible for consideration. No background check will be conducted without the requisite authorization form.

- c. Contingent Job Offer
 - i. FARDA may make a contingent offer of employment (including promotion, rehire and retention) to any candidate(s) in accordance with the FARDA policies and procedures for recruitment, selection, and appointment, contingent upon, at a minimum, the outcome of a background check.

- d. Background Check - The FARDA administrative office shall initiate a background check after a contingent job offer has been made pursuant to Section 3(c) above. All candidates to whom a contingent job offer has been made shall have a consumer report completed. The background investigation shall include, but is not limited to, the following:
 - i. Social Security Number Verification;
 - ii. Address Verification - prior seven years;
 - iii. Criminal Background Check - Florida Department of Law Enforcement and jurisdictions relevant to applicant's addresses for the prior seven years;
 - iv. National Sex Offender Check; and
 - v. National Wants & Warrants - FBI/U.S. Marshall's Office.

- e. Analysis of Background Check - The FARDA administrative office shall determine whether a discrepancy exists between the applicant's disclosed credentials and the information contained in the consumer report, or if the candidate is disqualified for the position based upon the results of the background check, as the results reasonably relate to the job duties, within parameters allowed by applicable law.
 - i. Protocol and Criteria for Evaluating Background Checks –
 1. The FARDA administrative office will review all consumer reports received.
 2. The following is a non-exhaustive list of factors to be considered on a case-by-case basis in determining each candidate's eligibility for employment or promotion with the FARDA:
 - a. The truthfulness of the candidate's application. Any discrepancy between the information provided by the candidate and the consumer report is grounds for possible adverse action, including withdrawal of the offer of employment or promotion, subject to the pre-adverse action notice described in Subsection (f) below.
 - b. With respect to criminal records: the specific nature of the offense(s), for which the candidate was found guilty or plead no contest; the facts or circumstances surrounding the offense; the number of convictions, if any; the applicability to the job for which the candidate is being considered; rehabilitation efforts, such as education and training; evidence that the individual performed the same type of work after the offense, with no known incidents of criminal conduct; and how long ago the offense occurred.

- f. Pre-adverse Action Notice - Candidates whose consumer report could lead, in whole or in part, to an adverse employment decision by FARDA will be contacted and informed of the results of the report *prior to any adverse action being taken, including the withdrawal of the conditional job offer*. The candidate will be provided with (1) a pre-adverse action letter; (2) a copy of the consumer report; and (3) a Summary of Rights Under the FCRA. The candidate will be given a reasonable period of time, but not less than five (5) business days, to respond to or correct any inaccurate information contained in the report. If the candidate responds within the applicable timeframe, the information submitted will be carefully considered before a final employment decision is made. If the candidate fails to respond, FARDA will proceed with making a final employment decision.

- g. Post-Adverse Action Notice - After a pre-adverse action letter has been sent to the candidate, and the requisite period of time to respond has passed as outlined above, if FARDA determines that it will not hire, promote or retain the candidate, as applicable, based in whole or in part on the information contained in the consumer report, then the candidate will be notified of the final decision. The individual will be provided the name, address and telephone number of the agency that conducted the background check, and will be given the opportunity to review and respond to the findings. The notice will also include a statement that the consumer reporting agency did not make the adverse employment decision, and does not know why the decision was made, and will also inform the individual of his or her right to obtain a copy of the report and dispute its information. Per requirements set forth in the Fair Credit Reporting Act (FCRA), this information will be communicated to the individual through the Adverse Action Notification form.

- h. Section 3(e)(i), Protocol and Criteria for Evaluating Background Checks, listed above, is not exclusive or exhaustive. Good judgment and honest exercise of discretion will be used when evaluating information obtained through a consumer report and the FARDA's administrative office will consult with the FARDA's legal counsel.
 - i. Unless the position under consideration is the President & CEO position, FARDA's President & CEO, with the written concurrence of the FARDA's legal counsel, will make the final decision as to whether the information contained in a candidate's consumer report will make the candidate ineligible for hire into a particular position(s). Information regarding the final decision will be provided to the Authority.
 - ii. If the position under consideration is the President & CEO position, the Chairman of FARDA, with the written concurrence of FARDA's legal counsel, will make the final decision as to whether the information contained in a candidate's consumer report will make the candidate ineligible for hire into a particular position(s). Information regarding the final decision will be provided to the Authority.

- i. Candidates who challenge the accuracy of the content of the report will be informed that it is their responsibility to correct the information and that the FARDA will not hold the position open under those conditions, subject to the reasonable time requirement outlined in Subsection (f) above. Candidates will be encouraged to apply for any position they feel they qualify for in the future.

- j. Use of information obtained from a consumer report shall be utilized in context with the job for which the candidate wishes to be considered, and for employment purposes only. Any information learned from a consumer report should be considered with all other information known about that candidate, and a case-by-case determination should be made as to the candidate's suitability for employment. FARDA's administrative office may seek clarification from the candidate regarding the information obtained. Information obtained from a consumer report should remain confidential to the extent allowed by law, protected by FARDA from unauthorized disclosure, and not be shared with anyone except where reasonably necessary for employment purposes.

ADOPTED THIS XX DAY OF XXXX, 20XX

DISCLOSURE AND AUTHORIZATION TO OBTAIN CONSUMER REPORT

I understand that _____ (the “Company”) will utilize the services of a consumer reporting agency to obtain a consumer report for employment purposes, including the evaluation of my application and eligibility for employment, and, if I am hired, for other employment purposes, including promotion, reassignment or retention as an employee.

I understand that the consumer report obtained from the consumer reporting agency may include information bearing on my credit background, character, employment history, education, general reputation, personal characteristics, mode of living, civil judgments, liens and accounts placed for collection, driving record, and criminal background, all consistent with federal and state law.

I authorize the Company to obtain one or more consumer reports from a consumer reporting agency for employment purposes in connection with my application and eligibility for employment.

If I am hired, I also authorize the Company to obtain one or more consumer reports from a consumer reporting agency during my employment with the Company for employment purposes, including, without limitation, promotion, reassignment or retention as an employee.

I specifically understand that this Disclosure and Authorization is intended to cover both my application for employment and, if I am hired, any additional consumer reports obtained for employment purposes while I remain an employee.

Signature

Print Name

Date

[NOTE TO CLIENT: THE FOLLOWING PAGE SHOULD BE DISTRIBUTED WITH THE “**DISCLOSURE AND AUTHORIZATION.**”]

DO NOT STAPLE OR ATTACH THE FOLLOWING PAGE TO THE “**DISCLOSURE AND AUTHORIZATION.**”]

PERSONAL INFORMATION

The following personal information is sought for the sole purpose of obtaining a consumer report for employment purposes

Name (please print): _____
(first) (middle) (last)

Other Names Used (maiden name, marriage names, aliases): _____

Current Home Address: _____

Apt. or Unit Number _____ City: _____ State: _____ Zip Code: _____

Last four digits of Social Security Number: _____

Current Personal E-Mail Address: _____



Florida Atlantic Research and Development
Authority Policy No. 15-5

Title: Harassment Policy
Date Adopted: ~~June 12, 2013~~ October 14, 2015
Effective Date: October 1, 2015
Expiration Date: September 30, 201520

1. **PURPOSE** – It shall be the policy of the Florida Atlantic Research and Development Authority (FARDA) that a new policy, Policy No. ~~13-415-5~~, "Harassment Policy", is hereby adopted, to wit:

- a. FARDA will provide a work environment free of harassment which encourages mutual respect, cooperation and understanding amongst members of the Florida Atlantic Research and Development Authority (hereinafter referred to as the "Authority") ~~Board Authority of Directors (hereinafter referred to as the "Board Authority")~~ and employees of the Authority.
- b. The Authority will not tolerate harassment whether it occurs in the workplace or outside the workplace.

2. **SCOPE** –

- a. This policy applies to:
 - i. Members of the ~~Board Authority~~ Authority and Employees of the Authority.
 - ii. Claims of conduct defined as "Harassment".
 - iii. Harassing conduct committed by vendors, clients and members of the public will not be tolerated. Harassing conduct by non-employees will be addressed through the Authority's control over and business relationship with the alleged harasser.

3. **DEFINITIONS** –

- a. For purposes of this policy, "Workplace Harassment" consists of unsolicited, offensive or retaliatory behavior based on race, color, religion, sex, sexual orientation, national origin, age, handicap, marital status, gender identity or expression, or an employee's exercise of their constitutional or statutory rights. "Sexual Harassment" consists of unsolicited, offensive behavior involving sexual overtures or conduct, either verbal or physical. Neither Workplace Harassment nor Sexual Harassment refers to occasional comments of a socially acceptable nature to a reasonable person. The term "Harassment" is used in this policy to describe both Sexual Harassment and Workplace Harassment. Harassment refers to behavior that is not welcome, that is personally offensive, ~~that and that~~ lowers morale, and, interferes with the work environment.

Offensive comments about an Employee's race, color, religion, sex, sexual orientation, national origin, age, handicap, marital status, gender identity or

expression, or an Employee's exercise of their constitutional or statutory rights constitutes Harassment when (1) submission to such comments or conduct is made either explicitly or implicitly a term of an individual's employment, (2) submission to or rejection of such comments or conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such comments or conduct have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Harassment may also take the form of employment actions such as termination, demotion, or other adverse employment decisions which effect an Employee's working conditions, if such actions are taken on the basis of an employee's race, color, religion, sex, sexual orientation, national origin, age, handicap, marital status, gender identity or expression, or an Employee's exercise of their constitutional or statutory rights.

Employment actions that are based on an Employee's performance or other legitimate reasons are not Harassment.

4. PREVENTION –

- a. The Authority believes that the elimination of Harassment begins with its prevention. The Authority is committed to:
 - i. Publicizing this policy at least annually to all Employees and [BeardAuthority-Authority](#) members, and to providing new Employees and [BeardAuthority](#) members with a copy of this policy, to ensure their understanding of their rights and obligations under this policy, and the procedures for filing complaints under this policy;
 - ii. Developing methods to sensitize all Employees and [BeardAuthority](#) members to issues of Harassment;
 - iii. Maintaining effective procedures for the enforcement of this policy and for the filing of complaints under this policy.
- b. The Authority welcomes any comments and suggestions as to how this policy may be improved. Such comments and suggestions should be provided to the [BeardAuthority](#) in writing.

5. COMPLAINT PROCEDURE

- a. An Employee who believes he or she has been subjected to Harassment must promptly bring that problem to the attention of the Authority. Complaints should immediately be reported to the President & CEO. If the complaint involves the President & CEO, the Employee shall immediately report the complaint to the General Counsel.
- b. If a complaint involves a member of the [BeardAuthority](#), the Employee should report the complaint to the President & CEO and the General Counsel. No later than five (5) business days after receiving the complaint, the President & CEO or General Counsel shall refer the matter to a private law firm outside the jurisdiction of Palm Beach and Broward Counties to investigate the claim. Once the complaint has- been referred to the outside law firm, the party who made the

complaint shall be notified. Each complaint will be immediately and thoroughly investigated in a professional manner.

- c. Actions taken to investigate and resolve Harassment complaints shall be conducted in a confidential manner to the extent practicable, appropriate and permitted by law in order to protect the privacy of persons involved. The person who is the subject of the complaint will be notified and provided with an opportunity to respond verbally and/or in writing. The investigation may include interviews with parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct, or who have other relevant knowledge.
- d. If deemed to be in the Authority's best interest, an Employee, whether the complainant, the respondent or both, may be placed on Administrative Leave with pay during the investigation process.
- e. The Employee will be notified of a decision or the status of the investigation in a timely manner.
- f. If the investigation finds there is reasonable cause to support the complaint, appropriate corrective and/or disciplinary action will be swiftly taken by the Authority.
- g. There will be no discrimination or retaliation taken against any individual who files a complaint in good-faith, even if the investigation finds there is not sufficient evidence to support the complaint, or if the charges cannot be proven. There will be no discrimination or retaliation taken against any other individual who participates in the investigation of a complaint.
- h. Disciplinary action, which may include discharge, will also be taken against individuals who make false or frivolous, malicious, or reckless accusations.

6. DISCIPLINE FOR VIOLATIONS OF THIS POLICY

- a. In accordance with the procedures developed by the Authority, the Authority will take immediate and appropriate corrective action, against any individual who the Authority determines has violated this policy.
- b. If, during the performance of their duties on behalf of the Authority, any Employee is subjected to Harassment or retaliation by any person(s) not associated with the Authority, the Authority will take immediate and appropriate corrective action to protect the Employee from such Harassment or retaliation.

ADOPTED THIS XX DAY OF XXXX, 20XX



Florida Atlantic Research and Development Authority

Policy No. 15-6

Title: Building Sign Specifications Policy
Date Adopted: October 14, 2015
Effective Date: October 1, 2015
Expiration Date: December 31, 2020

Purpose – To adopt a new Building Sign Specifications Policy (“Sign Policy”), designated as Policy No. 15-6. This document serves as an outline of the acceptable design standards and the review and approval process.

Applicants with proposed changes to property within the boundaries of Research Park are required to schedule a meeting with the President & CEO to discuss the proposed plans.

The Authority oversees all signage associated with the Research Park and either approves or denies each proposal following the President & CEO’s recommendation(s). All new signage must be consistent with the sign specifications outlined in this document. These design specifications do not affect prior offenses, rights, or acts committed or established before the creation of this document. This policy accounts for administrative, legal and accounting costs associated with the Authority’s obligation to review and process signage requests forwarded to it by the President & CEO

The Approval Policy is hereby adopted, to wit:

A. Scope – The Sign Policy shall apply to all tenants of any current or future campuses of the Research Park, on or after the Effective Date, but shall not have any retroactive effect.

B. Definitions -

Billboard

A sign which directs attention to a business, profession, commodity, service or entertainment conducted, sold or offered outside the boundaries of Research Park. Signs larger than 50 square feet in overall area are considered to be billboards with the exception of temporary construction signs and building façade signs.

Exterior Directory sign

An exterior sign which lists all tenants within a multiple tenant structure or structures available at a single site or location.

Directional sign

Any sign which provides information relative to safely identifying vehicular entrances and exits to parking lots or traffic circulation areas for activities. Directional signs may include logo, symbols or a business name.

Façade sign

A sign that is attached to the exterior wall of a structure with the display surface of the sign approximately parallel to the building wall.

Monument sign

A permanent sign where the entire bottom of the sign is affixed to the ground, not to a building. A sign that serves to identify the name of the building, address, and logo is approved.

Right-of-Way (ROW)

The strip of land between the site and the paved road that has been dedicated for the purpose of maintaining the road and the installation and maintenance of utilities, drainage, sidewalks and other facilities. No permanent signs are permitted in the ROW.

Sign area

The area defined on the sign depicting the extreme limits of the lettering, logo, trademark, or other graphic representation used to differentiate the sign from the background against which it is placed.

Temporary sign

A sign that temporarily provides information regarding an event on the premises displayed no longer than 1 day.

Tenant

A party to whom one or more Sites has been leased or to whom space within Research Park has been leased.

C. Purpose and Application**Review and Approval Process**

All requests to remodel or alter the property or the exterior of the building must be discussed with the President & CEO before any further actions are made. All signage plans are required to be submitted to the President & CEO upon the submittal of associated building plans, or in the event of new or improved signage requests, at the time of initial design. The President & CEO will make an initial determination within ten (10) business days.

Approval will be based upon conformity and harmony of external design with the design standard specifications outlined in this document. Improvements or alterations of any site will not commence prior to compliance with the review process and submittal requirements outlined herein.

Once all required documentation has been collected and the President & CEO has reviewed each proposal, the tenant shall submit nine (9) copies of all material to the President & CEO for the Authority to review. The applicant is responsible for the safety, structural and electrical (if applicable) quality of the proposal and must show verification by a licensed professional that the final design meets all design requirements, including wind load requirements set forth in the City's Code as well as in the Florida Building Code. It is also the responsibility of the applicant to obtain all necessary permits needed before construction can be initiated.

Design Specifications and Requirements

The objective of this section is to ensure conformity with design, construction and placement of all future building related signage within Research Park to create and maintain a uniformed appearance. This document provides guidance of standards for the fabrication, erection, and use of signs, symbols, and marking devices within Research Park. The design specifications apply to all building sign proposals.

General On-Site Sign Guidelines

- 1) The full logo of the Research Park at Florida Atlantic University centered at the top of the sign to ensure uniformity and place identity and be of a size appropriate to the rest of the sign, to be approved by the President & CEO.
- 2) Only signs indicating the name of the building or tenant and the persons or entities occupying the building shall be permitted.
- 3) Building façade signs shall generally be placed on the outside wall or walls of the building but shall not extend above the line of the roof line or extend beyond the sides of the building.
- 4) No sign shall be placed or externally illuminated in such a manner as to cast a glare on neighboring sites or in such a manner as to impede the safe movement of traffic.
- 5) All signs shall be designed, erected, altered, moved and maintained in accordance with plans and specifications submitted to and approved by the Authority.
- 6) Exterior colors and materials used for the design and construction of the monument signs should be stucco like or consistent with the building materials used on the associated building.
- 7) Billboards or other advertising signs are prohibited. Signs larger than 50 square feet in overall area are considered to be billboards with the exception of temporary construction signs and building façade signs.

Additional recommendations:

- 1) Landscaping around monument signage is permitted as long as the landscaping is sensitive to the context and ties into the surrounding scheme or design. No landscaping surrounding the perimeter of the monument sign shall extend more than 18 inches above the footer/base of the sign.

Priority of Signs

Where the location of two or more signs conflicts under the requirements of this article, the sign meeting the requirements of this article and having the earliest dated permit for its erection shall have priority over other signs in conflict. If multiple types of signs are to be located in close proximity of one another the monument sign's location will take priority over the other types of signs proposed for that particular site. President & CEO shall render a decision to tenant on signage approval within ten (10) business days.

Standards and Specifications for On-Site Monument and Building Façade Signs

Monument signs and building façade signs shall be allowed subject to the limitations in this document. Detailed drawings of these specifications are illustrated in below. The drawings in this document are not to be used for construction and shall only be used for illustrative purposes.

Monument Sign Height

The maximum height of all monument signs should not exceed 6'2", measuring from the top of the signs crown to the bottom of the base where it meets the ground plane. Refer to Illustrations below. The alteration of the existing grade in an effort to increase the overall monument height is prohibited.

Monument Sign Size

Monument signs should not exceed the dimensions illustrated on the sign standard diagrams provided in this document. Sign sizes and dimensions can be seen in the illustrations below.

Monument Sign Illumination

Monument signs may be externally illuminated after proper approval by the Authority. No sign shall be illuminated in such a manner as to cast a glare on neighboring sites or in such a manner as to impede the safe movement of traffic. The following lighting is not permitted for use within Research Park:

1. Flash or strobe lighting
2. Neon lighting

Sign Placement

Only one monument sign and one building façade sign shall be allowed for each premise. Lots that have frontage on more than one street, under the discretion of the Authority may install additional signage after approval has been made by the Authority.

- 1) Setback

- a. Monument signs shall not be placed within any right-of-way or easement requirements on any site. Signs shall be visible to traffic but must not interrupt the safe movement of traffic by obstructing sightline views.
- 2) Building Façade signs
 - a. May not project more than 12 inches from the building wall to which they are attached.
 - b. May not exceed past the top of the roof or be mounted on the roof in any way or extend beyond the sides of the wall.

Signs for Multiple Tenants within a Building

Where a single building or a complex of buildings on a site contains two or more separate tenants, such buildings shall be permitted one monument sign to display the building name(s). Directory signs shall be used to display the name and location of all tenants located within the appropriate buildings.

Options for Displaying Company/Building Name or Logo

There are three (3) options for displaying the company/building name or logo within the designated sign area on a monument sign. All options must be displayed within the designated sign display area. This area depicts the extreme limits of the lettering, logo, trademark, or other graphic representation used to differentiate the sign from the background against which it is placed.

1) Block Text Lettering

Companies choosing to use standard block text lettering for their monument sign to display their company name shall follow the font style detailed below and shall be mounted no more than 3/16" off the face of the sign. Material used to attach the lettering as well as the type of material used for the lettering must also be detailed.

- a. Company name lettering shall be at minimum 2" high but shall not exceed a maximum of 6" high. All signage text shall be located within its designated display area. See below for appropriate positioning requirements for lettering.

2) Company name and/or logo

Companies choosing to use their logo in conjunction with or in place of the solid block text lettering must provide design drawings to scale illustrating the logo placement and size on the sign. Material used to attach the logo as well as the type of material used for the logo must also be detailed. Refer to Figure 1B for appropriate positioning requirements for lettering. The placement of the logo is not limited to the placement illustrated in Figure 1B but it must fit within the designated sign display area as described above.

- a. A single plaque, 6'4" x 1'8" may be used to display company information and logo. The plaque is to be centered vertically and horizontally with a 2" space around the perimeter of the plaque and placed within the designated area

illustrated in Figure 1C. Plaques must be constructed using a durable material suitable for outdoor use. Wood plaques or other non-durable materials that require continual upkeep maintenance are not allowed.

3) Building Name

This option may be used for buildings with multiple tenants. The monument sign display area will display the building name and directory signs will be used to display the building's tenant company names. Refer to Directory Signs for further details.

Address Font Size and Mounting Standards

- 1) The standard address text font style shall be Optima, black.
- 2) The address can be displayed as either a full address, which includes the building number and street name or a partial address which consist of only the building number.
- 3) A standard font size for the full or partial address shall be 4" high. See below for placement of address on the monument.
- 4) Material used for the block lettering must be approved prior to its installation and shall be mounted no more than 3/16" off the face of the sign.

Exterior directory signs are suggested, but not required for sites with multiple buildings or tenants that are located in close proximity to each other, sharing either the same parking facilities or main entrance. These signs shall be made visible to visitors walking from the surrounding parking facilities, directing them to the desired company or building's main entrance. The following are the standards required for approval of directory signs.

- 1) Overall size of the directional sign shall not exceed 5' in height or 4'6" wide (width includes both side poles measuring 3" in diameter)
- 2) Information shall be displayed within the designated 4' x 3'10" area of the sign.
- 3) It is the responsibility of the tenant to whom the Site has been leased to keep all tenant information up to date and maintained on the directory sign(s).
- 4) No information shall be placed outside of the designated area (illustrated in Figure 4).
- 5) These exterior signs shall be located close to the main entrance of the corresponding buildings, visible to the surrounding parking facilities from approaching automobile and pedestrian traffic.

Standards for Temporary Signs

Temporary Signs for Public and Semipublic Events or Functions

A non-illuminated temporary sign announcing an event to be held at a location in the Research Park may be allowed on the site of the sponsoring institution and on the site of the event. Temporary directional signs may be placed near the right-of-way, upon approval by the President & CEO.

- 1) Standard size for temporary signs shall be 18"x 24" in size and shall not exceed three (3)

feet in height. Signs needing to be larger than the standard size must get approval from President & CEO before posting.

- 2) Temporary signs can be displayed on the day of the event (one day) without formal approval from the President & CEO. Signs needing to be displayed longer than one day must be approved by the President & CEO.
- 3) Political and campaign signs are not permitted within Research Park.

Temporary For Sale or Lease Signs

Signs designed and intended to advertise and promote the sale, rental or lease of lots and/or structures within Research Park shall be permitted as follows:

- A. Signs shall not exceed 32 square feet in area and shall not exceed six (6) feet in height.
- B. Signs shall not be placed within the right-of-way of any site and shall not obstruct the visibility of permanent signs (i.e. monument, auxiliary, directory).
- C. Such signs shall be permitted only within the confines of the site being advertised, unless permission to install additional signs has been approved by the President & CEO.

Temporary Signs for Construction

One temporary construction sign shall be allowed per site where construction is taking place. The sign may include the identification of the new building and the names of persons and firms performing services or labor or supplying materials to the premises. Such signs must be removed within 30 days of the issuance of a certificate of occupancy or certificate of completion.

Temporary Signs for New Tenant or Name Change

A new business or a business relocating to a new location with no permanent signs may obtain approval through the President & CEO to erect a temporary sign to display tenant information for a period of not more than 60 days or until installation of permanent sign, whichever shall occur first. A temporary ground sign shall not exceed four (4) feet in height and have a display area no larger than 6 ½' x 2' in area.

- D. If the President & CEO determines that a signage proposal requires Authority approval, the applicant will be required to pay a \$500 fee to account for administrative, legal and accounting costs associated with the Authority's obligation to review and process the signage request.

Nonconforming

- 1) All nonconforming permanent on-site signage permitted before the effective date of this article are exempt from the regulations with the following exception:
 - a. Nonconforming permanent on-site signs may be maintained and repaired but

shall not be structurally or mechanically extended or altered to further the nonconformance except as required by the building official in cases where it has been determined that there exists imminent danger to the public safety.

- 2) The following signs shall be removed or made to conform to this document:
 - a. Any nonconforming permanent on-site sign which is destroyed or damaged to the extent of 50 percent or more of its replacement value shall not be repaired or rebuilt except in conformity with this article, unless a variance is granted by the Authority.

Upon failure to comply within the time specified, the Authority is hereby authorized to cause removal of such sign and any expense shall be paid by the lessee of said sign or of the property upon which the sign is located.

Variances

Any tenant desiring to make use of their site, or any portion thereof, other than in strict accordance with the restrictions and specifications set forth in this Building Sign Specifications document may apply to the Authority for a variance.

The Authority shall not approve any application for a variance unless it finds that denial of the application would result in an undue hardship upon the applicant and that the grant of variance will be in harmony with the general intent of the Building Sign Specifications document.

Maintenance

It shall be the responsibility of the tenants within Research Park to keep their respective Building Signs, in a safe, clear, orderly and aesthetically pleasing condition. In the event of tenant's failure to properly discharge its responsibilities for maintenance, the Authority shall send Property Owner written notice giving thirty (30) business days to perform said maintenance otherwise the Authority reserves the right to perform any necessary repairs and maintenance at the expense of the tenant and the Authority shall have the right of access to the Sites for such purpose.

ADOPTED THIS ___ DAY OF _____



Florida Atlantic Research and Development Authority

Policy No. [43-515-7](#)

Title: Whistleblower Policy
Date Adopted: ~~June 12, 2013~~ [October 14, 2015](#)
Effective Date: October 1, ~~2013~~ [2015](#)
Expiration Date: September 30, ~~2015~~ [2020](#)

1. **PURPOSE** – It shall be the policy of the Florida Atlantic Research and Development Authority (FARDA) that a new policy, Policy No. [43-515-7](#), "Whistleblower Policy", is hereby adopted, to wit:

The purpose of Policy No. [43-515-7](#), "Whistleblower Policy," is to provide employees of the Florida Atlantic Research and Development Authority (hereinafter referred to as the "Authority") an opportunity to voice their concerns related to impropriety experienced or observed in the work place in an open and transparent manner without cause for retribution.

The Authority has endorsed the provisions set out below to ensure that no employee should feel at a disadvantage in raising legitimate concerns.

No employee who in good faith reports a matter pursuant to this policy shall suffer harassment, retaliation or adverse employment consequence. An employee, officer or ~~Board~~ [Authority](#) member who retaliates against someone who has reported a matter in good faith is subject to discipline up to and including termination of employment. This policy is intended to encourage and enable employees and others to raise serious concerns within the Authority prior to seeking resolution outside the Authority. When an individual discovers information, which they believe shows wrongdoing within the organization, then this information should be disclosed internally without fear of reprisal, and there should be arrangements to enable this to be done independently of line management.

This policy is intended to assist individuals who believe they have discovered wrongdoing. It is not designed to question financial or business decisions taken by the Authority nor should it be used to reconsider any matters, which have already been addressed under harassment, complaint, disciplinary or other procedures. Once the "whistleblowing" procedures are in place, it is reasonable to expect employees to use them rather than air their complaints outside the Authority.

2. **SCOPE OF POLICY** - This policy is designed to enable employees of the Authority to raise concerns internally and at a high level and to disclose information, which the individual believes, shows wrongdoing or impropriety. This policy is intended to cover concerns, which are in the public interest and may at least initially be investigated separately but might then lead to the invocation of other procedures e.g. disciplinary.
 - a. These concerns could include:
 - i. Financial malpractice, impropriety, or fraud:
 - ii. Failure to comply with a legal obligation or Florida Statutes
 - iii. Dangers to health and safety or the environment
 - iv. Criminal activity
 - v. Improper conduct or unethical behavior
 - vi. Attempts to conceal any of these
 - b. Safeguards - This policy is designed to offer protection to those employees of the Authority who disclose such concerns provided the disclosure be made:
 - i. In good faith
 - ii. In the reasonable belief of the individual making the disclosure that it tends to show wrongdoing or impropriety, and if they make the disclosure to an appropriate person (see below). It is important to note that no protection from internal disciplinary procedures is offered to those who choose not to use the procedure. In an extreme case, malicious or false allegations could give rise to legal action on the part of the persons complained about.
 - c. Confidentiality - The Authority will treat all such disclosures in a confidential and sensitive manner. The identity of the individual making the allegation may be kept confidential so long as it does not hinder or frustrate any investigation. However, the investigation process may reveal the source of the information and the individual making the disclosure may need to provide a statement as part of the evidence required.
 - d. Anonymous Allegations - This policy encourages individuals to put their name to any disclosures they make. Concerns expressed anonymously are much less credible, but they may be considered at the discretion of the Authority. In exercising this discretion, the factors to be taken into account will include:
 - i. The seriousness of the issues raised
 - ii. The credibility of the concern
 - iii. The likelihood of confirming the allegation from attributable sources
 - e. Untrue Allegations - If an individual makes an allegation in good faith that is not confirmed by subsequent investigation, no action will be taken against that individual. In making a disclosure the individual should exercise due care to ensure the accuracy of the information. If, however, an individual makes malicious or vexatious allegations, and particularly if he or she persists with making them, disciplinary action may be taken against that individual

3. PROCEDURES FOR MAKING A DISCLOSURE

- a. On receipt of a complaint of wrongdoing or impropriety, the member of staff who receives and takes note of the complaint, must pass this information as soon as is reasonably possible, to the appropriate designated investigating officer as follows:

- i. Complaints of wrongdoing or impropriety will be investigated by the President & CEO, unless the complaint is against the President & CEO or is in any way related to the actions of the President & CEO. In such cases, the complaint should be passed to the Chair of the [Board Authority](#) of Directors for referral.
 - ii. Complaints against the Chair shall be passed to the Authority's General Counsel who will nominate an appropriate investigating officer.
 - iii. The complainant has the right to bypass the line management structure and take their complaint directly to the Chair. The Chair has the right to refer the complaint back to management if he/she feels that the management without any conflict of interest can more appropriately investigate the complaint.
 - b. Should none of the above routes be suitable or acceptable to the complainant, then the complainant may approach the Authority's General Counsel who has been designated and trained as an independent point of contact under this procedure. He can advise the complainant of the possible internal and external avenues of complaint open to them:
 - i. General Counsel
 - c. If there is evidence of criminal activity then the investigating officer should inform the police immediately. The Authority will ensure that any internal investigation does not hinder a formal police investigation.
- 4. **TIMELINE** - Due to the varied nature of these sorts of complaints, which may involve internal investigators and/or the police, it is not possible to lay down precise timelines for such investigations. The investigating officer should ensure that the investigations are undertaken as quickly as possible without affecting the quality and depth of the investigations.

The investigating officer, should as soon as practically possible, send a written acknowledgement of the concern to the complainant and thereafter report back to them in writing the outcome of the investigation and on the action that is proposed. If the investigation is a prolonged one, the investigating officer should keep the complainant informed, in writing, as to the progress of the investigation on at least a monthly basis and as to when it is likely to be concluded. All responses to the complainant should be in writing and sent to their home address.

5. **INVESTIGATING PROCEDURE**

- a. The investigating officer should follow these steps:
 - i. Full details and clarifications of the complaint should be obtained.
 - ii. The investigating officer should inform the person against whom the complaint is made as soon as is practicable. The person will be informed of their right to be accompanied by representative at any future interview or hearing held under the provision of these procedures.
 - iii. The investigating officer should consult with the Authority's General Counsel, and consider the involvement of the Authority's auditors and/or the police if appropriate.

- iv. The allegations should be fully investigated by the investigating officer with the assistance where appropriate, of other individuals.
 - v. A decision concerning the complaint and validity of the complaint will be made by the investigating officer. This decision will be detailed in a written report, provided to the Chair and General Counsel as appropriate, containing the findings of the investigations and reasons for the judgement.
 - vi. If the complaint is shown to be justified, then the [Beard Authority](#) will invoke disciplinary or other appropriate procedures.
 - vii. If appropriate, a copy of the outcomes will be passed to the Authority's auditor to enable a review of the procedures.
- b. If the complainant is not satisfied that their concern is being properly handled by the investigating officer, they have the right to raise it in confidence with the Chair or General Counsel.
 - c. If the investigation finds the allegations unsubstantiated and all internal procedures have been exhausted, but the complainant is not satisfied with the outcome of the investigation, the Authority recognizes the lawful rights of employees and ex-employees to make disclosures to prescribed persons or, where justified, elsewhere.

ADOPTED THIS XX DAY OF XXXX, 20XX

[PLACE ON COMPANY LETTERHEAD]

INSERT DATE

Re: Florida Atlantic Research and Development Authority – Agent Authorization

To whom it may concern:

Florida Atlantic Research and Development Authority (FARDA) leases property in the Research Park at Florida Atlantic University located in the City of Deerfield Beach (“Research Park”). As President and CEO of FARDA, I do hereby authorize **Keith and Associates, Inc.** to act as our agents and to file any and all applications necessary for People’s Trust to complete its development plan for a **new building and parking garage** in the Research Park.

These applications include but are not limited to those related to: site plan processing, **site engineering permits and building permits associated with the new building and parking garage.**

Sincerely,

Andrew Duffell, President and CEO
Florida Atlantic Research
and Development Authority

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Andrew Duffell, as President and CEO of Florida Atlantic Research and Development Authority. He or she is:

personally known to me, or

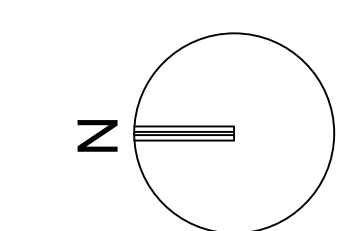
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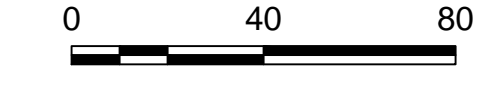
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My commission expires:

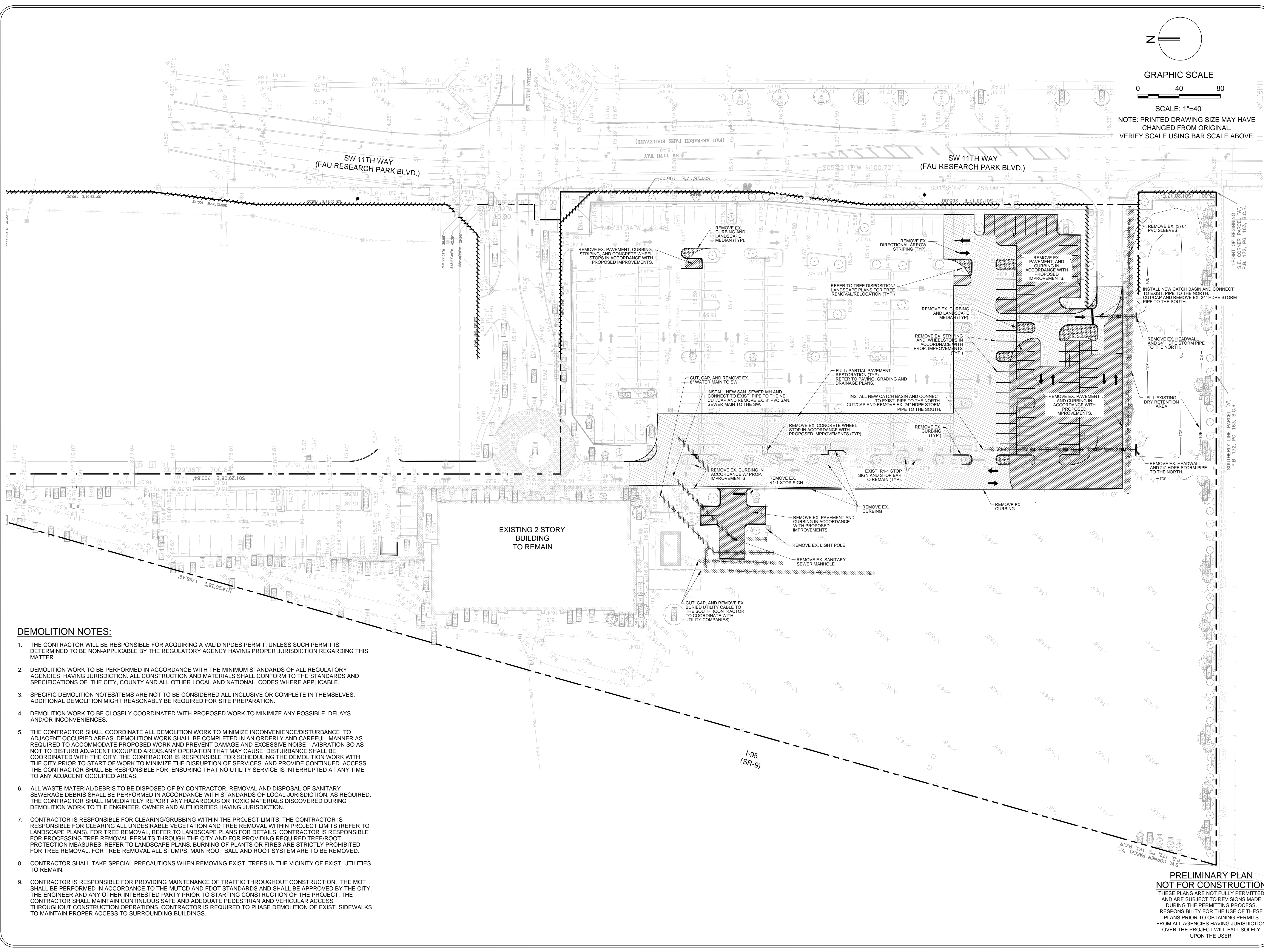
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GRAPHIC SCALE



SCALE: 1"=40'
NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.



DEMOLITION NOTES:

1. THE CONTRACTOR WILL BE RESPONSIBLE FOR ACQUIRING A VALID NPDES PERMIT, UNLESS SUCH PERMIT IS DETERMINED TO BE NON-APPLICABLE BY THE REGULATORY AGENCY HAVING PROPER JURISDICTION REGARDING THIS MATTER.
2. DEMOLITION WORK TO BE PERFORMED IN ACCORDANCE WITH THE MINIMUM STANDARDS OF ALL REGULATORY AGENCIES HAVING JURISDICTION. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY, COUNTY AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.
3. SPECIFIC DEMOLITION NOTES/ITEMS ARE NOT TO BE CONSIDERED ALL INCLUSIVE OR COMPLETE IN THEMSELVES. ADDITIONAL DEMOLITION MIGHT REASONABLY BE REQUIRED FOR SITE PREPARATION.
4. DEMOLITION WORK TO BE CLOSELY COORDINATED WITH PROPOSED WORK TO MINIMIZE ANY POSSIBLE DELAYS AND/OR INCONVENIENCES.
5. THE CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK TO MINIMIZE INCONVENIENCE/DISTURBANCE TO ADJACENT OCCUPIED AREAS. DEMOLITION WORK SHALL BE COMPLETED IN AN ORDERLY AND CAREFUL MANNER AS REQUIRED TO ACCOMMODATE PROPOSED WORK AND PREVENT DAMAGE AND EXCESSIVE NOISE / VIBRATION SO AS NOT TO DISTURB ADJACENT OCCUPIED AREAS. ANY OPERATION THAT MAY CAUSE DISTURBANCE SHALL BE COORDINATED WITH THE CITY. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING THE DEMOLITION WORK WITH THE CITY PRIOR TO START OF WORK TO MINIMIZE THE DISRUPTION OF SERVICES AND PROVIDE CONTINUED ACCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT NO UTILITY SERVICE IS INTERRUPTED AT ANY TIME TO ANY ADJACENT OCCUPIED AREAS.
6. ALL WASTE MATERIAL/DEBRIS TO BE DISPOSED OF BY CONTRACTOR. REMOVAL AND DISPOSAL OF SANITARY SEWERAGE DEBRIS SHALL BE PERFORMED IN ACCORDANCE WITH STANDARDS OF LOCAL JURISDICTION. AS REQUIRED, THE CONTRACTOR SHALL IMMEDIATELY REPORT ANY HAZARDOUS OR TOXIC MATERIALS DISCOVERED DURING DEMOLITION WORK TO THE ENGINEER, OWNER AND AUTHORITIES HAVING JURISDICTION.
7. CONTRACTOR IS RESPONSIBLE FOR CLEARING/GRUBBING WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS RESPONSIBLE FOR CLEARING ALL UNDESIRABLE VEGETATION AND TREE REMOVAL WITHIN PROJECT LIMITS (REFER TO LANDSCAPE PLANS). FOR TREE REMOVAL, REFER TO LANDSCAPE PLANS FOR DETAILS. CONTRACTOR IS RESPONSIBLE FOR PROCESSING TREE REMOVAL PERMITS THROUGH THE CITY AND FOR PROVIDING REQUIRED TREE/ROOT PROTECTION MEASURES, REFER TO LANDSCAPE PLANS. BURNING OF PLANTS OR FIRES ARE STRICTLY PROHIBITED FOR TREE REMOVAL. FOR TREE REMOVAL ALL STUMPS, MAIN ROOT BALL AND ROOT SYSTEM ARE TO BE REMOVED.
8. CONTRACTOR SHALL TAKE SPECIAL PRECAUTIONS WHEN REMOVING EXIST. TREES IN THE VICINITY OF EXIST. UTILITIES TO REMAIN.
9. CONTRACTOR IS RESPONSIBLE FOR PROVIDING MAINTENANCE OF TRAFFIC THROUGHOUT CONSTRUCTION. THE MOT SHALL BE PERFORMED IN ACCORDANCE TO THE MUTCD AND FDOT STANDARDS AND SHALL BE APPROVED BY THE CITY. THE ENGINEER AND ANY OTHER INTERESTED PARTY PRIOR TO STARTING CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL MAINTAIN CONTINUOUS SAFE AND ADEQUATE PEDESTRIAN AND VEHICULAR ACCESS THROUGHOUT CONSTRUCTION OPERATIONS. CONTRACTOR IS REQUIRED TO PHASE DEMOLITION OF EXIST. SIDEWALKS TO MAINTAIN PROPER ACCESS TO SURROUNDING BUILDINGS.

**PRELIMINARY PLAN
NOT FOR CONSTRUCTION**

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DATE: AUGUST 03, 2015
SCALE: As Shown
DRAWN BY: MA
DESIGN BY: MC
CHECKED BY: JT

REVISION	DATE

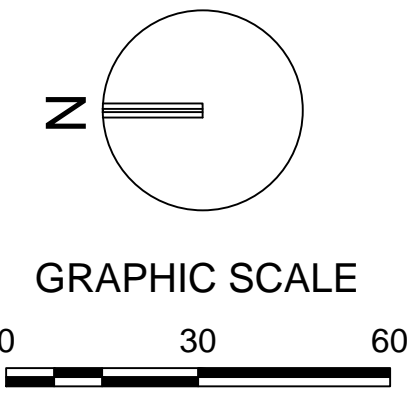
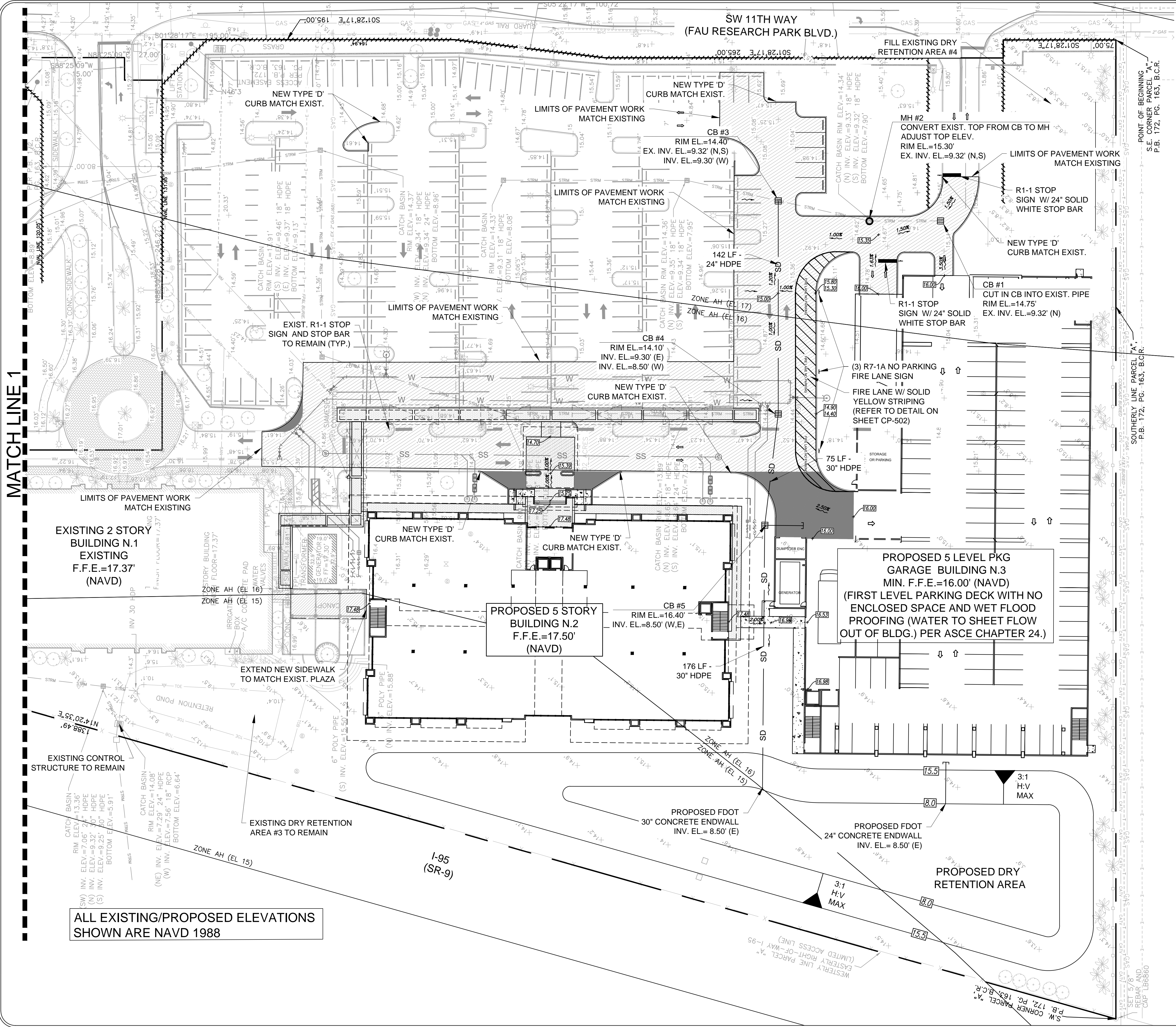
JAMES W. P. E.
FLORIDA REGISTERED PROFESSIONAL ENGINEER
(FOR THE FIRM)

KEITH ASSOCIATES INC.
consulting engineers
301 East Atlantic Boulevard
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State of Florida Certificate of Authorization Number - 7928

**PEOPLE'S TRUST INSURANCE CO. AT FAU
RESEARCH PARK, DEERFIELD BEACH
PRELIMINARY DEMOLITION PLAN**
CITY OF DEERFIELD BEACH
BROWARD COUNTY

SHEET IDENTIFICATION
CD-101
SHEET

PROJECT NO. **08593.06**



SCALE: 1"=30'
 NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

DATE: _____
 SCALE: _____
 DRAWN BY: _____
 DESIGN BY: _____
 CHECKED BY: _____

REVISION	DATE

JAMES W. HILL, P.E.
 (FOR THE FIRM)
 FLORIDA REGISTERED PROFESSIONAL ENGINEER
 No. 12566

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 consulting engineers
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 State of Florida Certificate of Authorization Number - 7928

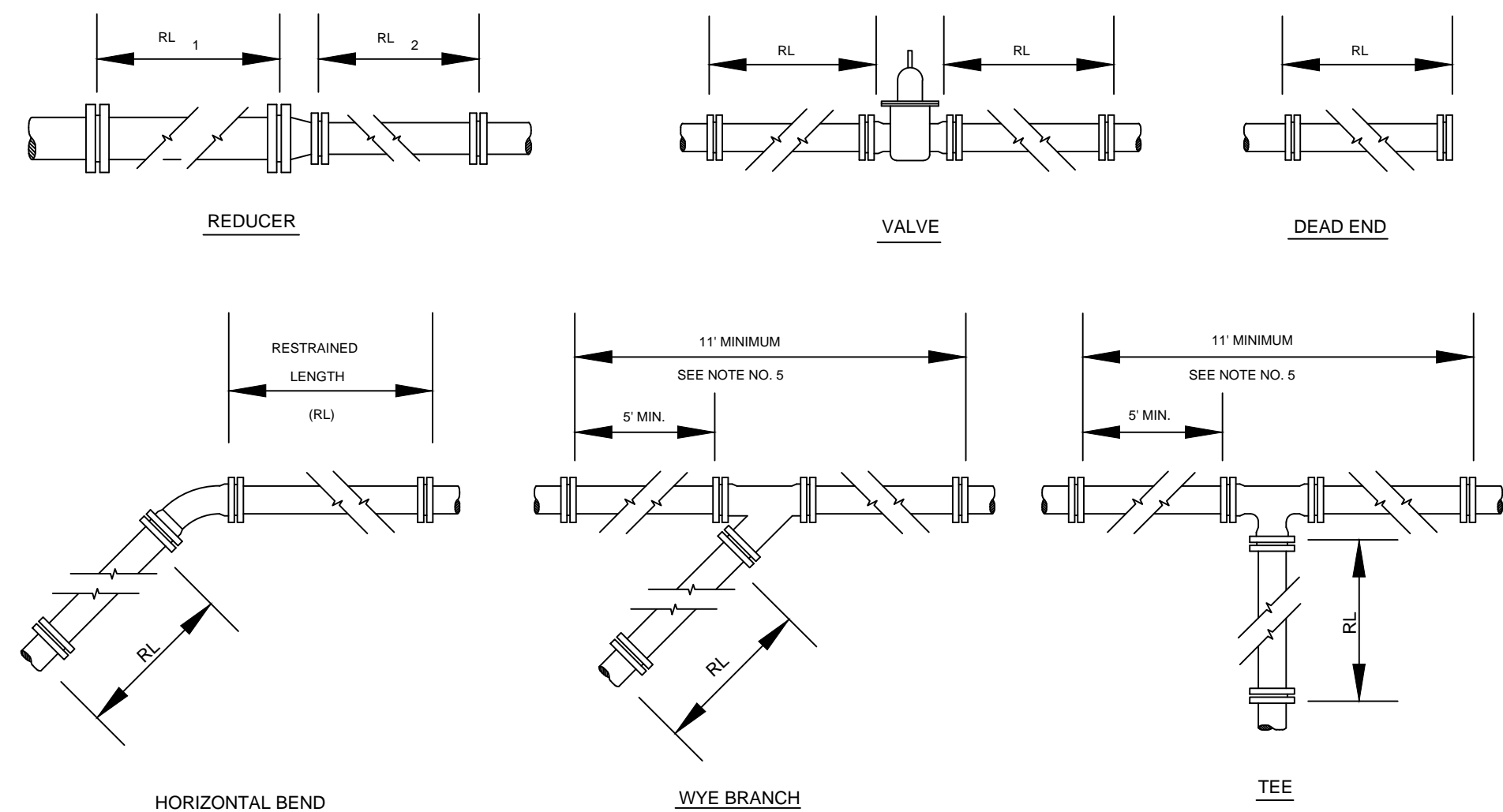
PEOPLE'S TRUST INSURANCE CO. AT FAU
RESEARCH PARK, DEERFIELD BEACH
 PRELIMINARY PAVING, GRADING AND DRAINAGE PLAN
 CITY OF DEERFIELD BEACH
 BROWARD COUNTY

SHEET IDENTIFICATION
 CP-101
 SHEET

PROJECT NO. 08593.06

**PRELIMINARY PLAN
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ALL EXISTING/PROPOSED ELEVATIONS SHOWN ARE NAVD 1988



PIPE SIZE	HORIZONTAL BEND			VERTICAL DOWN BEND			TEE	WYE BRANCH	VALVE	REDUCER RL ₁	REDUCER RL ₂	DEAD END		
	90°	45°	22.5°	90°	45°	22.5°								
4"	14	6	3	2	34	15	7	4	10	10	34	8	11	34
6"	20	8	4	2	48	20	10	5	24	14	48	25	36	48
8"	25	10	5	3	62	26	13	7	37	27	62	28	35	62
10"	30	13	6	3	75	31	15	8	50	39	75	29	32	75
12"	35	15	7	4	88	37	18	9	62	51	88	28	31	88
14"	39	16	8	4	100	42	20	10	74	63	99	25	30	99
16"	43	18	9	5	112	48	22	11	85	74	111	25	30	111
18"	47	20	10	5	123	51	25	12	96	85	123	25	29	123
20"	51	22	11	5	134	56	27	14	107	96	134	25	28	134
24"	58	25	12	6	155	64	31	16	128	116	155	48	57	155
30"	68	29	14	7	185	77	37	19	157	145	185	60	84	185
36"	77	32	16	8	212	88	42	21	183	171	212	64	80	212
42"	85	36	17	9	236	98	47	24	207	195	236	62	74	236
48"	92	38	19	9	259	108	52	26	229	216	259	60	72	259
54"	99	41	20	10	279	116	56	28	249	236	279	58	68	279

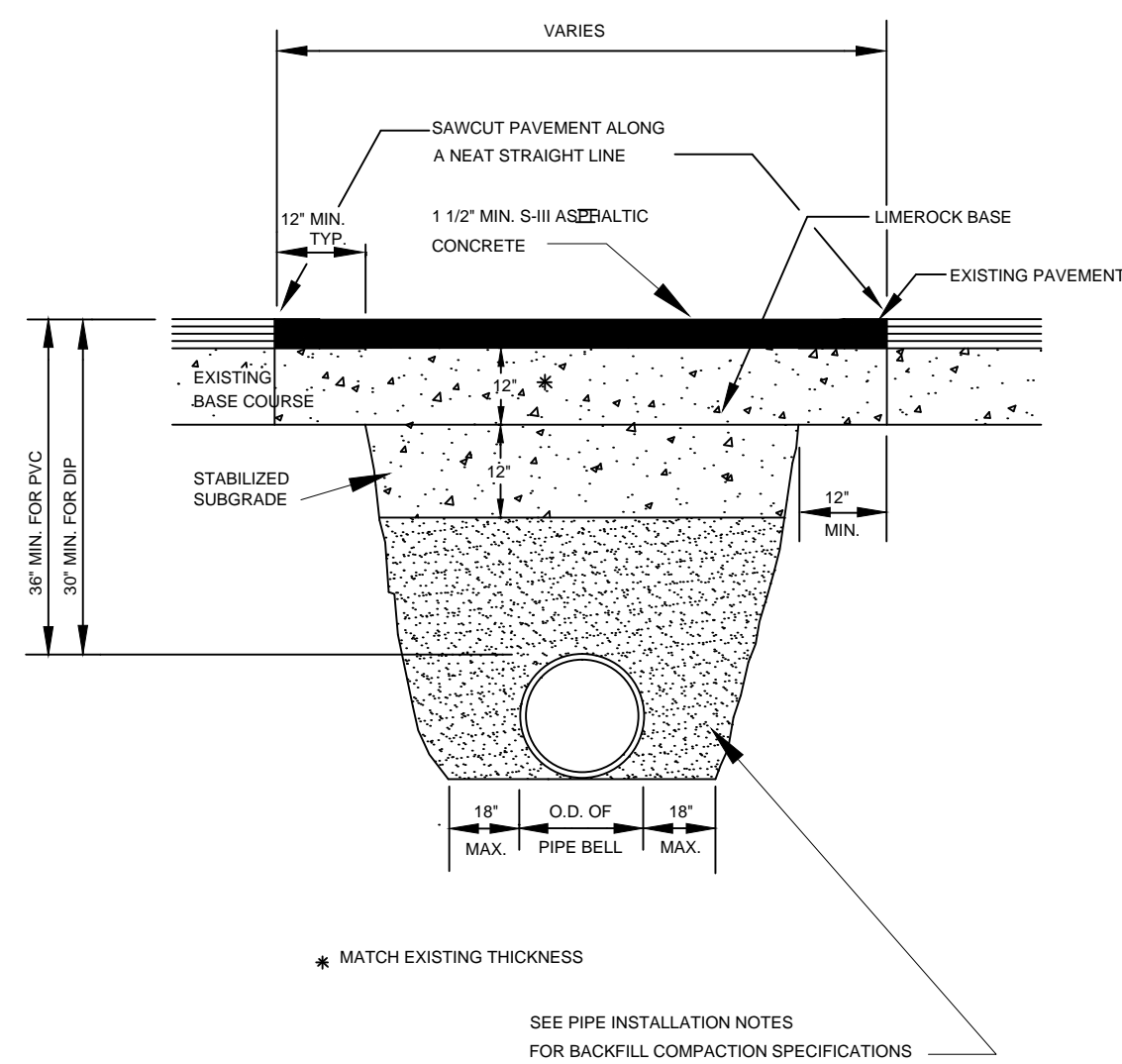
TABLE BASED ON "DUCTILE IRON PIPE RESEARCH ASSOCIATION" THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE, SECOND EDITION, 1989 (SOIL TYPE, GOOD SAND, LAYING CONDITION TYPE 4, AT A MINIMUM DEPTH OF 30").

TABLE FOR REQUIRED RESTRAINING LENGTH (RL)

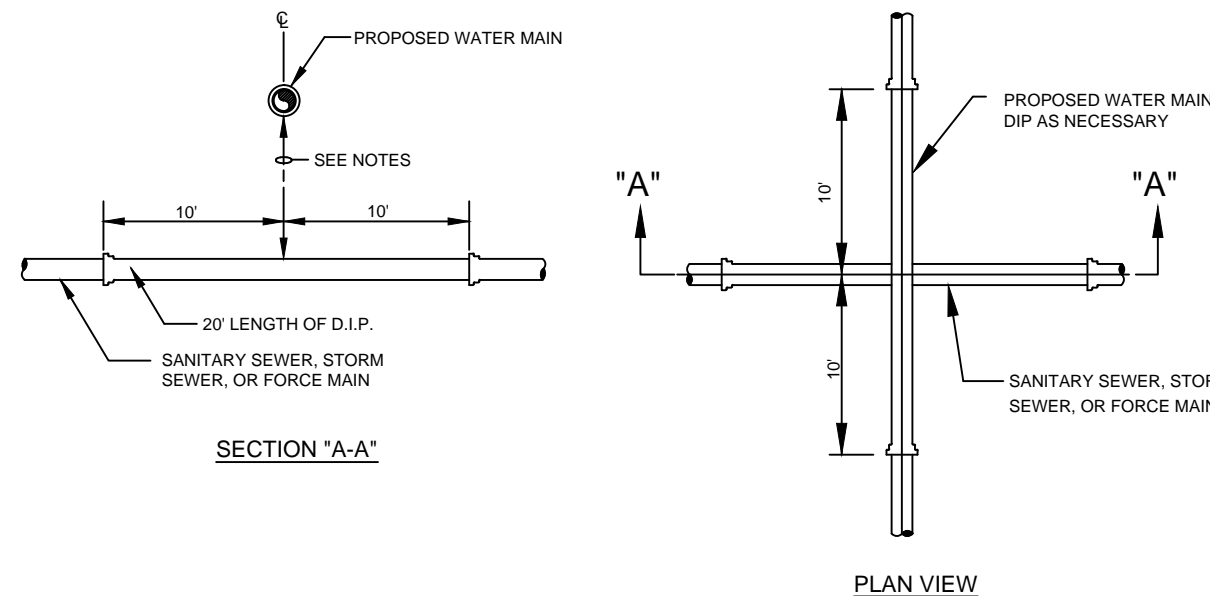
NOTES:

- RESTRAINING LENGTHS SHOWN ARE THE MINIMUM LENGTH REQUIRED BASED ON A TEST PRESSURE OF 150 P.S.I.G. WITH A MINIMUM COVER OF 30".
- FOR TEST PRESSURES OTHER THAN 150 P.S.I.G. THE REQUIRED MINIMUM RESTRAINED LENGTH SHALL BE MULTIPLIED BY RATIO TO 150 P.S.I.G.
- RESTRAINING JOINTS SHALL BE USED IN LIEU OF THRUST BLOCKS IN ALL INSTANCES UNLESS APPROVED BY THE ENGINEER.
- RL IS THE MINIMUM LENGTH REQUIRED TO THE NEXT JOINT. IF A JOINT FALLS WITHIN THIS LIMIT THEN RL IS THE REQUIRED RESTRAINED LENGTH.
- IF LENGTH BETWEEN JOINTS IS LESS THAN THE MINIMUM SHOWN THE CONTRACTOR SHALL CONTACT THE ENGINEER OR HIS REPRESENTATIVE TO OBTAIN THE REQUIRED RESTRAINING LENGTH.

RESTRAINED JOINT DETAIL



ASPHALT PAVEMENT RESTORATION



NOTES:

- SANITARY SEWERS AND FORCE MAINS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS AND FORCE MAINS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18" INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.

WHERE SANITARY SEWER FORCE MAINS MUST CROSS A WATER MAIN WITH LESS THAN 18 INCHES VERTICAL DISTANCE, BOTH THE SEWER AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.

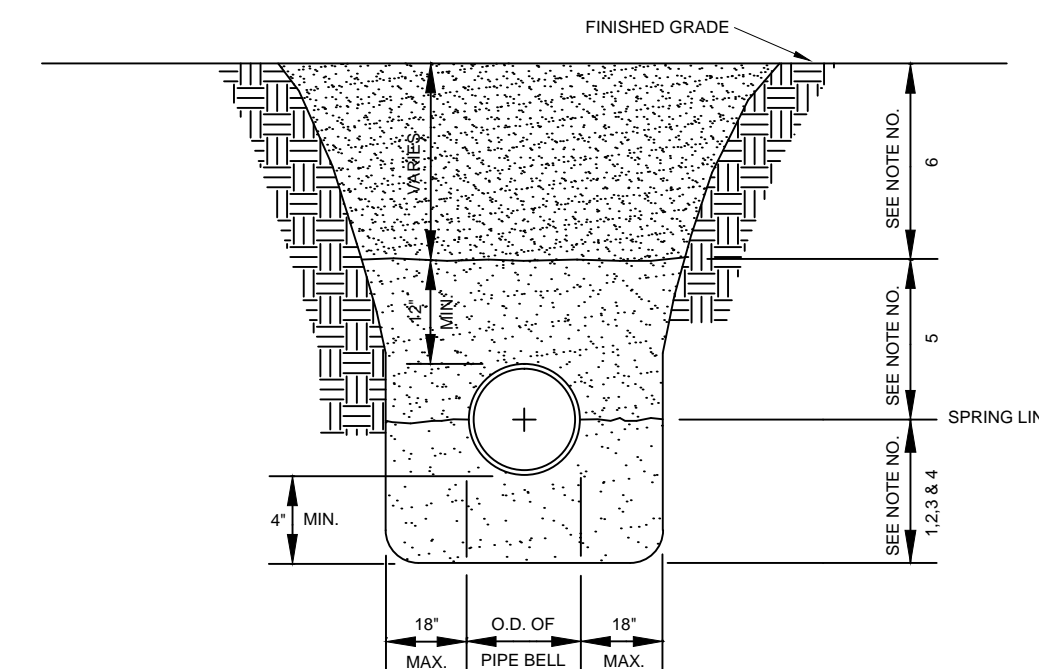
ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING).

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 18 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.
- A MINIMUM 10 FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10 FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELVE LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SANITARY SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).
- ALL DIP SHALL BE CLASS 50 OR HIGHER. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN.

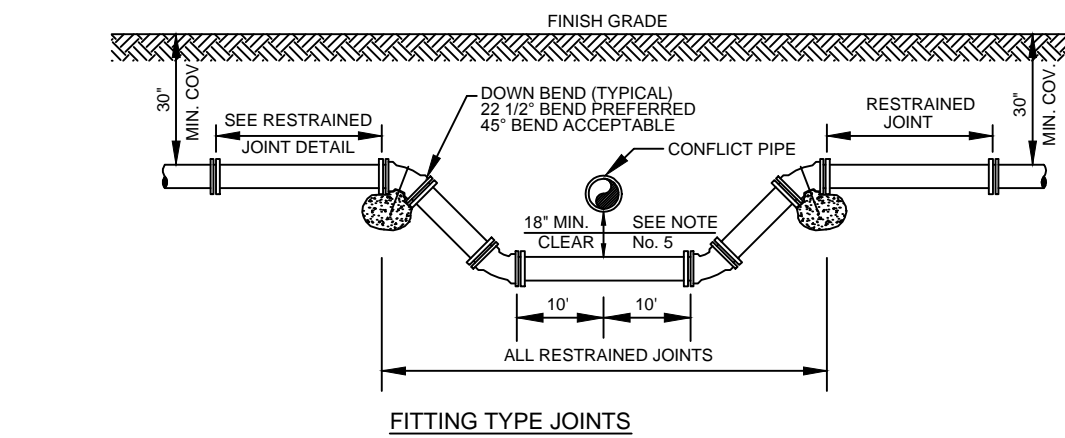
WATER & SEWER SEPARATION



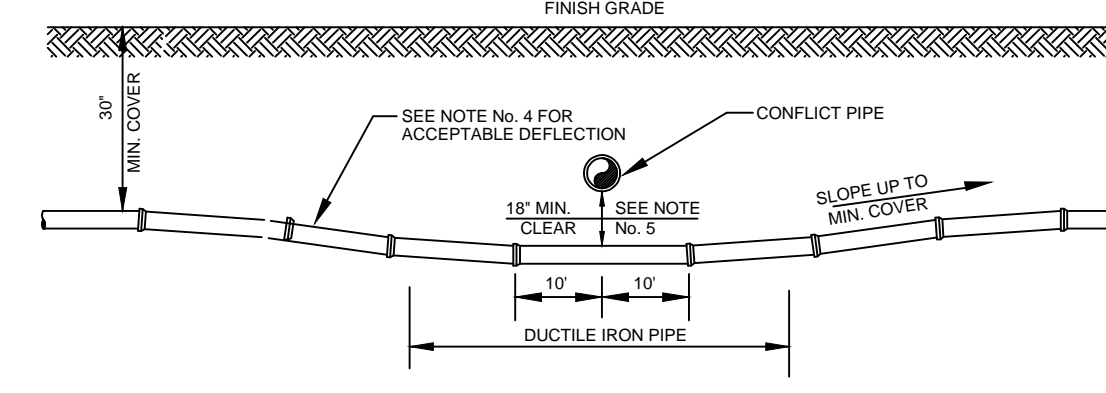
NOTES:

- BEDDING MATERIAL SHALL BE WASHED AND GRADED ROCK, 3/8" - 7/8" SIZING. UNSUITABLE MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
- THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH COMPACTION UNDER THE PIPE HAUNCHES.
- COMPACTION BENEATH THE HAUNCHES OF THE PIPE USING MECHANICAL TAMPERS TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99C.
- THE PIPE SHALL BE PLACED IN A DRY TRENCH.
- BACKFILL USING CLEAN MATERIAL FREE OF ROCKS (2" MAX. SIZE), MUCK AND OTHER DELETERIOUS MATERIAL, TO BE COMPACTED ALONG THE SIDES OF THE PIPE AND TO A POINT ONE FOOT ABOVE THE TOP OF THE PIPE TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99C.
- A. WHERE PAVEMENT IS TO BE CONSTRUCTED OVER THE PIPE, THE REMAINING BACKFILL SHALL BE COMPACTED IN 12 INCH LAYERS TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99C.
B. WHERE NO PAVEMENT IS TO BE CONSTRUCTED OVER THE PIPE, THE REMAINING BACKFILL SHALL BE COMPACTED IN 12 INCH LAYERS TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99C.

PIPE INSTALLATION



FITTING TYPE JOINTS



DEFLECTION TYPE JOINTS

PIPE CONFLICT CROSSING

NO.	REVISIONS	DATE	BY

PROJECT NO. 08593.06

DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____

CITY OF DEERFIELD BEACH
ENGINEERING / UTILITIES DEPARTMENT

PEOPLE'S TRUST INSURANCE CO.
AT FAU RESEARCH PARK
WATER AND SEWER DETAILS

SCALE: N.T.S.
DATE: _____
SHEET OF _____
D-_____

PRELIMINARY PLAN
NOT FOR CONSTRUCTION
THESE PLANS ARE NOT FULLY PERMITTED
AND ARE SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS
FROM ALL AGENCIES HAVING JURISDICTION
OVER THE PROJECT WILL FALL SOLELY
UPON THE USER.

DATE: _____
SCALE: _____
DRAWN BY: _____
DESIGN BY: _____
CHECKED BY: _____

NO.	REVISION	DATE

JAMES A. THIEL, P.E.
FLORIDA REG. NO. 55266
(FOR THE FIRM)

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State of Florida Certificate of
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PEOPLE'S TRUST INSURANCE CO. AT FAU
RESEARCH PARK, DEERFIELD BEACH
PRELIMINARY WATER & SEWER DETAILS
CITY OF DEERFIELD BEACH
BROWARD COUNTY

SHEET IDENTIFICATION
CU-503
SHEET

PROJECT NO. 08593.06

