

ECONOMIC DEVELOPMENT FUND INVESTMENT AGREEMENT

This Economic Development Fund Investment Agreement (“Agreement”) is made as of this ____ day of _____ 2024 by and between the CITY OF BOCA RATON, a Florida municipal corporation (hereinafter, the “City”), and the FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY, a body politic and corporate organized under the laws of the State of Florida (hereinafter, the “Authority”).

WHEREAS, one of the Authority’s public purposes is to foster technology-led economic development through the Research Park at Florida Atlantic University® (the “Research Park”), which is operated and managed by the Authority; and

WHEREAS, between 2000 and 2020, the Research Park successfully operated the Technology Business Incubator, attracting and helping technology-based companies grow and expand; and

WHEREAS, to better serve the entrepreneurial ecosystem in the City of Boca Raton, and recognizing the success of its partner institution, FAU TechRunway, and in an effort to attract new capital and new ideas, the Research Park implemented plans to increase the number of foreign-owned start-up and second-stage companies in the City of Boca Raton; and

WHEREAS, the Research Park created an International Soft Landings Center, Global Ventures at Florida Atlantic™ (“Global Ventures”), to engage and attract high-tech international businesses; and

WHEREAS, the International Soft Landings Center, Global Ventures, assists technology-based companies with an interest in developing links to FAU (that have achieved approximately \$1 million in annual sales and employ at least six (6) people), as well as graduates of FAU Tech Runway; and

WHEREAS, the City also seeks to promote and support economic development and the creation of jobs within the city, and the attraction and growth of international high-tech start-up companies; and

WHEREAS, in order to promote economic development, the City wishes to provide an annual grant to the Authority to develop and expand an International Soft Landings Center to support viable entrepreneurs and small, high-end companies from foreign countries, including specifically Brazil and Israel, subject to the terms and conditions outlined below; and

WHEREAS, the provision of an annual grant to the Authority for the development of an International Soft Landings Center is considered an appropriate and beneficial use of public funds, and the provision of a grant to the Authority under this Agreement will further economic development and will stimulate business and commercial activity in the City and serve a public purpose.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the sufficiency of which are hereby acknowledged, the City and the Authority hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference as if fully set out herein.

2. Term. The Term of this Agreement will commence on the Effective Date as set forth herein, and continue until September 30, 2024, subject to earlier termination as provided in Section 9 hereof. The scope of work described more fully in Exhibit A” shall be carried out between October 1, 2023, and September 30, 2024.

3. City Grant. The City shall provide to the Authority a grant of One Hundred and Fifty Thousand dollars (\$150,000), which funds shall be paid to the Authority on or before April 30, 2024 (the “City Grant”).

4. Use of City Grant. The funds from the City Grant shall only be used by the Authority for programming associated with the development and expansion of businesses in the Research Park and the International Soft Landings Center, as more fully described in this Agreement. Eligible grant expenses include but are not limited to personnel costs directly associated with business development, business attraction, and outsourced professional consultation and mentoring costs. Up to ten percent (10%) of the funds provided may be used for administrative and facilities operating expenses. The Authority agrees that it will repay to the City within sixty (60) days, any of the City Grant Funds that the City determines, in its reasonable discretion, were not used to accomplish a public purpose or for the purpose described in this Agreement. The City shall provide written notice to the Authority of such determination and afford the Authority a period of ninety (90) days to remedy the situation that gave rise to the City’s determination and provide written evidence, reasonably satisfactory to the City of such remedy. The return of City Grant Funds, as set forth in this Section 4 shall be the City’s sole remedy with respect to the Authority’s failure to use the City Grant Funds as required under this Agreement.

5. Deliverables. In consideration of the receipt of the City Grant, the Authority warrants and agrees it shall complete the actions included in Exhibits “A” and “B” within the Term of this Agreement regarding the development and expansion of businesses in the Research Park and the International Soft Landings Center.

6. Acknowledgment of City Grant. The Authority shall acknowledge the City Grant by prominently displaying the City’s seal as a recognized sponsor on the printed material of the Research Park and the International Soft Landings Center. As such, the City hereby authorizes the Authority to use the City seal for such purposes. The City shall, within ten (10) days of the date of this Agreement, provide to the Authority a .pdf or other graphic file of the City of Boca Raton, Office of Economic Development logo.

7. Reporting. On or before September 1, 2024, the Authority will furnish the City with a report detailing the then-completed activities described in Exhibits “A” and “B”.

8. Access, Maintaining of Records and Audits. It is acknowledged that the Authority is subject to the Florida Public Records Act, and that, subject to the exemptions contained in Florida Statutes, the minutes of the Authority's meetings, its financial statements and financial audits, and all other public records related to this Agreement, the Research Park and the International Soft Landings Center are available for inspection or production of copies at any time. The Authority shall maintain all records detailing and itemizing all uses of the City Grant funds, and all records related thereto, for at least five (5) years after the expiration or termination of this Agreement. The Authority shall allow the City to have access to all books, records and documents of the Authority related to this Agreement during normal business hours for the purpose of inspection and/or audit. This provision shall continue indefinitely and survive the cancellation, termination, expiration, lapse, or suspension of this Agreement.

9. Termination by Either Party. Either party may terminate this Agreement at any time by providing sixty (60) days written notice to the other party. However, following termination of this Agreement, Authority shall continue to use all City Grant Funds paid to the Authority under this Agreement only for the purposes identified herein and consistent with the terms and provisions of this Agreement. This provision shall continue indefinitely and survive the cancellation, termination, expiration lapse, or suspension of this Agreement.

10. Authority to Execute This Agreement. Any person executing this Agreement hereby represents that he or she has received all corporate, government, or entity authorization necessary to enter this Agreement.

11. Notices. All notices required under this Agreement shall be in writing and shall be personally delivered; sent certified mail, return receipt requested; or e-mail with verbal confirmation to:

As to the Authority:

Florida Atlantic Research and Development Authority
Andrew Duffell, President
3651 FAU Boulevard, Suite 400
Boca Raton, FL 33431

As to the City:

City of Boca Raton
City Manager George S. Brown
201 West Palmetto Park Road
Boca Raton, Florida 33432

These names and addresses can be modified at any time by written notice to the other party.

12. Delegation of Duty. Nothing contained herein shall be deemed a delegation of the constitutional or statutory duties of the City and its employees or officers.

13. Liability. The parties to this Agreement and their respective officers, agents, and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other parties. Each party to the Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the Authority shall be responsible to the City for any actions, claims, or damages arising out of the Authority's negligence or intentional act in connection to this Agreement. Further, nothing herein shall be construed as a waiver of sovereign immunity by the City or the Authority pursuant to Section 768.28, Florida Statutes or any of the requirements or limitations contained in Section 768.28, Florida Statutes. This provision shall continue indefinitely and survive the cancellation, termination, expiration, lapse, or suspension of this Agreement.

14. Remedies. This Agreement shall be construed under and be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or 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. **BY ENTERING INTO THIS AGREEMENT, THE CITY AND THE AUTHORITY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

15. No Third-Party Beneficiaries. This Agreement shall not be construed to confer rights or privileges or causes of action to any third party or any person or entity not a party to this Agreement.

16. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial interpretation, be construed more severely against one of the parties than the other.

17. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or is otherwise unenforceable, then such provision shall be deemed null and void and shall be severable but shall not invalidate any other provision of this Agreement.

18. Entirety of Agreement; Amendments. The parties agree that this Agreement, together with any attached exhibits, 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, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

19. Assignment. The Authority may not assign this Agreement, or any rights under this Agreement without the prior written consent of the City.

20. Survival. In addition to those provisions expressly provided to survive termination/expiration of this Agreement, if any other provision or obligation in this Agreement, by its nature, imposes an obligation to continue after termination of this Agreement, such provision shall also survive the cancellation, termination, expiration, lapse, or suspension of this Agreement.

21. Effective Date. This Agreement is expressly contingent upon the approval of the City Council of the City of Boca Raton and the Board of Directors of the Florida Atlantic Research and Development Authority and shall become effective ten (10) days after such approval.

IN WITNESS WHEREOF, the parties hereto have executed this Economic Development Fund Investment Agreement.

CITY OF BOCA RATON, FLORIDA

ATTEST:

City Clerk

By: _____
Scott Singer, Mayor

APPROVED AS TO FORM

Diana Grub Frieser, City Attorney

FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY

WITNESS:

Signature

By: _____
Andrew Duffell, President

Name

Exhibit "A"

Scope of Work

A. Project Scope

Pursuant to the terms of this Agreement, the Authority shall develop a pipeline of international and domestic emerging and second stage technology companies (companies that are past the initial startup phase with 6 to 99 employees and \$1M to \$50M in annual revenue) in order to support and promote the research at Florida Atlantic University and to foster the economic development of Boca Raton. The Authority shall seek to nurture, grow and retain the companies that do decide to locate within Global Ventures and the Research Park at FAU. Activities include but are not limited to:

1. Providing technical assistance and business support services for Global Ventures and Research Park at FAU companies ("Companies") to facilitate growth in revenues and employment opportunities; and
2. Sourcing and placing interns in Companies; and
3. Sourcing and recruiting emerging and second stage technology companies from within and outside of the United States to Global Ventures and the Research Park at FAU.

B. Deliverables

In consideration of the receipt of the City Grant, the Authority warrants and agrees it shall complete the following actions within the Term of this Agreement.

1. Create at least fifteen (15) internships through Companies in both the Research Park and Global Ventures;
2. Create a minimum of fifteen (15) full-time equivalent (FTE) jobs in Companies in both the Research Park and Global Ventures;
3. Engage a minimum of twenty-five (25) companies in substantial discussions about locating at Global Ventures.
4. Provide a list of the project names for second stage prospects in the pipeline.
5. Provide list of new Companies accepted into Global Ventures during term of Agreement.
6. Provide a list of aggregate funds raised by the Companies during term of Agreement. Additionally, provide the number of Companies represented in this data as well as the percentage of Companies relative to the total in both the Research Park and Global Ventures.
7. Provide list of assistance provided to Companies during term of Agreement. Details including, but not limited to, Companies connected with suppliers, buyers, mentors, investors.

8. Provide list of new patents applied for and awarded during term of Agreement.
9. Provide list of licenses/certifications achieved by Companies during term of Agreement.
10. Maintain Global Ventures as an International Soft Landings Center that clearly outlines the target audience and offerings.
 - (a) Maintain Global Ventures as a Soft Landings Center Program with official designation by the International Business Innovation Association (InBIA).
 - (b) Effectively market Global Ventures to relevant international audiences, specifically Brazil and Israel.
 - (c) Represent Global Ventures and Research Park at FAU in at least two (2) international trade shows, either virtually or in-person, to promote the Research Park at FAU and Global Ventures.
 - (d) Update, via email or in-person, any Florida Department of Commerce and/or Select Florida offices and other international partners in target countries, to include but not be limited to, Israel and Brazil.
 - (e) Provide data to the City on where Global Ventures graduates and Research Park alumni chose to locate additional or relocated facilities, to include job numbers, facility size and location during the term of the agreement.
 - (f) Actively collaborate by meeting in-person with FAU Tech Runway leadership and FAU Tech Runway companies, to ensure the graduating companies know about the resources and opportunities open to them within the City's tech ecosystem and encourage them to join the Research Park at FAU or Global Ventures.
 - (g) Where possible, collaborate directly with the City's economic development team not less than six (6) months before a prospective graduation of Companies and, if the companies choose not to locate their expansion in the Research Park, use best efforts to assist them to remain in Boca Raton. In the event a Company makes an unanticipated move, communicate such to the City's economic development team as soon as possible.
 - (h) Extend an invitation to the City for at least one (1) City staff member to attend all public events of the Research Park at FAU and Global Ventures that take place in the City.
11. City will provide an annual survey electronically to the Research Park and Global Ventures, by the end of July. The Research Park and Global Ventures will send the survey to its tenants electronically. All responses will be provided electronically directly to the City as well as the Authority.

C. Reports

Within one month of the expiration of the term of this Agreement, by October 31, 2024, the Authority will furnish the City with ten (10) written copies or one (1) electronic copy of the

Authority's report of the previous year that itemizes and provides details of its uses of the City Grant funds. Report should also include:

1. Number of internships created with names of Companies, including average salaries, if applicable.
2. Full-time jobs created with names of Companies, including average salary.
3. Copy of the Research Park at FAU and Global Ventures programming including new programs developed and specifically designed to help startups grow to second stage.
4. Progress introducing the International Soft Landings Center, Global Ventures, to Enterprise Florida and bi-national chambers of commerce and the consular corps.
5. Proactive actions to source and recruit companies from outside the United States to Global Ventures.

D. Geographic Limitations

The Authority shall ensure that all activities funded through this Agreement are performed within the Research Park at FAU and the International Soft Landing Center, Global Ventures.

Exhibit "B"

Audit Review

A. Use of City Grant

1. Public purpose would be confirmed by completion of deliverables listed under section 5.
2. Full use of grant funds for the public purpose would be confirmed under section 7.

B. Reporting of Deliverables

Provide copy of program for the development and expansion of an International Soft Landings Center, Global Ventures. Provide any updates to the program that occurred during the agreement period clearly outlining the international target audience and offerings.

Provide supporting documentation, including copy of agendas, flyers, and emails, reflecting the Global Ventures International Soft Landings Center Program was presented to Enterprise Florida, bi-national chambers of commerce, and trade/consular corps from the two (2) initial target countries of Israel and Brazil.

Provide copy of valid full designation of the Soft Landings Center, Global Ventures, from the International Business Innovation Association.

Provide documentation/support, through the Companies, that there have been at least fifteen (15) full-time equivalent (FTE) jobs and at least fifteen (15) internships created per year in the City.

Provide documentation/support of the development and maintenance of relationships promoting the Global Ventures International Soft Landings Center in the initial target countries of Israel and Brazil.

Provide supporting documentation of emails, mailers, and meetings along with a copy of the promotional material, that the Global Ventures International Soft Landings Center is promoted to other countries in addition to the initial target countries of Israel and Brazil.

Provide copy of invitations extended to the City for at least one (1) City staff member to attend all public events of the Global Ventures International Soft Landings Center that take place in the City.

C. Reporting

1. Annual Report.
2. Audited financial statements.

3. If up to 10% of funds are used for administrative and facilities operating expenses, line-item uses of funding.