

**Leon County Research and Development Authority**  
**Executive Committee Meeting**  
Knight Administrative Centre  
1736 W Paul Dirac Drive  
Tallahassee, FL 32310

July 22, 2019  
1:00pm to 3:00pm

**Agenda**

1. Call to Order
2. Introduction of Guests
3. Modifications to the Agenda
4. Public Comment
5. Approval of Draft Meeting Minutes, March 26, 2019 (Attachment A)
6. RFP 19-03 Janitorial Services Contract Award (Attachments B1-B2)

*Staff and NAI Talcot recommend the award of an agreement with Juanita Ross-Dilworth DBA M&J Cleaning Services for the provision of Janitorial Services. As shown in the attached financial summary, the average cost per square foot for the term including optional extensions is \$0.077 for an average total cost of \$41,303.76. M&J Cleaning Services was the lowest bidder.*

7. Compensation Committee Conclusions & Recommendations (Attachments C1-C2)

*The Compensation Committee requests acceptance of its conclusions and approval of its recommendations as reflected in its report and in its approved changes to the policy "11-01 Personnel Policy".*

8. QuarryBio Lease (Attachment D1-D2)

*Staff requests approval of a non-cancellable lease with QuarryBio for approximately 1070 square feet of lab space in the Collins Building at \$17 per square foot for a term of 3 years.*

9. Collins Lab Budget (Attachment E)

*Staff requests approval to amend the Collins Building budget to increase repairs and maintenance expenses by **\$25,000** to allow for filling the trench drains, replacement of flooring, and repair or replacement of the fume hoods and other lab equipment in the Collins Building lab.*

10. Collins Furniture & Relocation Expenses (TBD)

*Staff requests approval to amend and increase the capital budget by \$25,000 for the purchase of furniture and fixtures for the Collins Building, and \$3,000 for relocations expenses.*

11. Chair's Report

- a. Board member vacancies/nominations
- b. Officers for next year

12. Staff Reports

- a. Executive Director
  - i. DRC resignation/vacancy
  - ii. Trail Status-Bids received
  - iii. DEO Tour
  - iv. Upcoming Annual Evaluation
  - v. 2019-20 Budget Committee
- b. Director of Entrepreneurship
- c. Director of Programs and Communications

13. New Business

14. Adjourn

**Upcoming Meetings and Events:**

**Board of Governors Meeting:** Thursday, August 1, 2019, 11:00am – 1:30pm  
Subsequent meetings held the first Thursday of even numbered months.

**TechTopics:** Wednesday, August 28, 2019 11:30am -1:00pm  
CAPS Seminar Room, FSU Research Foundation Building A  
2000 Levy Avenue

**Leon County Research and Development Authority  
Executive Committee Meeting  
Knight Administrative Centre  
1736 W Paul Dirac Dr 32310  
Tuesday, March 26, 2019, 2:00pm**

**DRAFT Minutes**

**Members in Attendance:**

Chair Dave Ramsay, Vice Chair Kim Williams, Immediate Past Chair Anne Longman, Member at Large Kristin Dozier, Treasurer April Salter.

**Members Not in Attendance:**

None.

**Guests:**

NAI Talcor: Stephanie Shoulet; LCRDA Staff: Ron Miller, Executive Director; Michael Tentnowski, Director of Entrepreneurship; Denise Bilbow, Director of Programs and Communications; Peggy Bielby, Administrative Coordinator.

**1. Call to Order**

The meeting was called to order at 2:03pm.

*Kristin Dozier offered a motion to approve April Salter's participation in the meeting by electronic means. Kim Williams seconded the motion which passed unanimously without April Salter participating in the vote.*

**2. Introduction of Guests**

All present introduced themselves.

**3. Modifications to the Agenda**

None.

**4. Public Comment**

None.

**5. Approval of Draft Meeting Minutes, January 28, 2019**

*Kristin Dozier offered a motion to approve the January 28, 2019 Executive Committee meeting minutes. Kim Williams seconded the motion which passed unanimously.*

**6. Audited Financial Statements 2017-2018**

The Audit Committee requests ratification of its approval of the Audited Financial Statements for the fiscal year ended September 30, 2018. The auditor's report included an unmodified opinion and they identified no issues related to internal controls, or recommendations to management.

The Executive Committee noted that auditors have offered an unmodified opinion for several years in a row, and commended staff on this achievement.

*Kim Williams offered a motion to ratify the approval of the Audit Committee's approval of the Audited Financial Statements for FY 17-18. Anne Longman seconded the motion which passed unanimously.*

**7. Collins Building Repair & Renovation Agreement**

Staff requests approval of the Reviewers recommendation to award to Oliver Sperry Renovation & Construction, Inc (OS) the contract in the amount of \$157,345 for RFP 19-02 for repair & renovation of

the Collins Building. Based on a preliminary estimate, the board approved a budget of \$70,000 for the project when approving the RFP. A report detailing the review and recommendation is attached.

After discussion the Committee agreed with the Executive Director's concern that the less-detailed lower bids were unreliably low, yielding the potential for extensive change orders. The Committee directed that this item be placed on the general business portion of the Board of Governors April 4, 2019 meeting agenda.

*Kim Williams offered a motion to approve the recommendation of the award to Oliver Sperry Renovation & Construction, Inc. subject to ratification by the Board of Governors. Kristin Dozier seconded the motion which passed unanimously.*

#### **8. Big Bend Floor Covering, LLC Agreement**

Staff requests approval of its recommendation to award to Big Bend Floor Covering, LLC a contract in the amount of \$22,497.95 for the replacement of carpet in the Johnson Building National Park Service leased space in compliance with GSA lease requirements. This amount was not budgeted for this fiscal year. The authority received the three attached bids for both roll carpet and carpet squares.

*Anne Longman offered a motion to approve the recommendation to award Big Bend Floor Covering the contract. Kristin Dozier seconded the motion which passed unanimously.*

#### **9. Innovation Park TLH, Inc. Loan Agreement**

Staff requests approval of a Loan Agreement with Innovation Park TLH, Inc. (IPTLH) for the periodic advancement of funds to meet the initial working capital needs of IPTLH. The loan shall be non-interest bearing, payable upon demand by the Authority, with a maximum amount of \$10,000. The maximum amount may be increased by agreement of the parties via amendment to the Loan Agreement.

After discussion the Committee directed that the loan should be reviewed by the Board of Governors at the end of every fiscal year.

*Kim Williams offered a motion to modify the agreement to include annual review by the Board of Governors as lender of any amount due and repayment options. Anne Longman seconded the motion which passed unanimously.*

*Kristin Dozier offered a motion to approve the Loan Agreement, as modified. Kim Williams seconded the motion which passed unanimously.*

#### **10. Business Incubator Discussion**

- a. Next steps related to the development of the Business Incubator.

Michael Tentnowski presented an overview of entrepreneurship continuum and reviewed the application of the continuum components to Innovation Park and its mission and programs.

- b. Governance structure

After discussion about the governance structure and next steps, the Committee directed that the matter should be further discussed with the full Board at the meeting on April 4, 2019.

#### **11. Chair's Report**

- a. Compensation Committee

Dave Ramsay asked the Committee to send recommendations to Ron for individuals from the community to serve on a Compensation Committee to review the total compensation for the Executive Director, and possibly for staff, and directed Ron to review proposals for how the committee should operate and review comparable organizations and comparable compensation structures and bring it to the Board for consideration at the April 4, 2019 meeting.

- b. Tech Grant Pitch Night Governor Participation

Dave Ramsay stated that increased participation by the Board in TechGrant and other signature programs is important. Denise Bilbow stated she had created a sign-up sheet for the May 16, 2019 TechGrant Pitch Night Event.

#### **12. Staff Reports**

- a. Executive Director

Ron Miller reported that the trail has been delayed due to permitting issues, and completion is likely in June. He is reviewing lease options with DOT for the Phipps Building. He is continuing work on the Collins renovation and the IRS Form 1023 for IPTLH.

b. Director of Entrepreneurship

Michael Tentnowski reported that he will conduct a SBIR seminar on March 27, 2019 with 20 expected attendees. He is seeking SBIR certification by the EDA, as only SCORE and SBDC are currently listed as SBIR resources in Florida.

c. Director of Programs and Communications

Denise Bilbow reported that TechGrant winners will be announced tomorrow, March 27, 2019. TechTopics was held at the MagLab on March 6, 2-19 with 30+ attendees. The next one will be held in late August.

**13. New Business**

None. Kristin Dozier left the meeting at 3:54pm

**14. Adjourn**

The meeting adjourned at 3:55pm.

Leon County R&D Authority  
RFP 19-03 Janitorial Services  
Summary  
7/9/2019

Company	% Inc	Year 1	Year 2	Year 3	3 year total	3 year diff	Sq ft	Average
								Per sq ft/mo
M&J	0.00%	41,303.76	41,303.76	41,303.76	123,911.28		44,701	0.077000
Extreme		45,595.02	48,277.08	48,277.08	142,149.18	18,237.90	44,701	0.088333
USSI	2.50%	40,767.48	41,786.67	42,831.33	125,385.48	1,474.20	44,701	0.077916

\* % Inc is Average Annual Increase

	Current	3 yr average			
M&J		0.077000	0.077000	0.077000	0.077000
Extreme		0.085000	0.090000	0.090000	0.088333
USSI	0.0775	0.076000	0.077900	0.079848	0.077916

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is entered into this **1<sup>st</sup> day of August, 2019** (the “Effective Date”) by and between the Leon County Research and Development Authority, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes, having its principal place of business in Tallahassee, Florida (the “Authority”), and **Juanita Ross-Dilworth DBA M&J Cleaning Services, a sole proprietor** having its principal place of business in Tallahassee, Florida ( the “Contractor”).

WHEREAS, the Authority issued RFP Number 19-03 Janitorial Services on June 7, 2019, and;

WHEREAS, the Authority wishes to allow for the Contractor to provide janitorial services independent of the Authority, and the Contractor desires to provide such services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Contractor hereby agree as follows:

1. SERVICES. The Authority hereby allows the Contractor to provide the services described in Exhibit “A” attached hereto and made a part hereof (the “Services”), upon the terms and subject to the conditions of this Agreement.
2. TERM. The Agreement shall become effective for one (1) year commencing **September 1, 2019, and terminate on August 31, 2020**, unless terminated in accordance with the provisions of paragraphs 8 or 9.
3. OPTION TO EXTEND. The Authority shall have the option to extend the contract for two (2) additional one (1) year terms upon sixty (60) days written notice prior to the end of the then expiring term and any extensions thereof. This agreement may be extended in additional one (1) year terms by mutual agreement of the parties.
4. COMPENSATION. The amount of compensation payable by the Authority to Contractor shall be based on the rates and schedules described in Exhibit “B” attached hereto and made a part hereof. Unless otherwise specifically provided in Exhibit “B”, payment shall be made within thirty (30) days after receipt of Contractor’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the Authority require one to be performed.
5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Contractor shall, in its performance of this Agreement, comply fully with all federal, state, county and other municipal laws and regulations, as they may be amended from time to time.
6. INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless the Authority, its partners, officers, directors, shareholders, employees and agents (collectively referred to as “Indemnities”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or

destruction or loss of any property arising out of, resulting from or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or subcontractors (collectively referred to as "Contractor") or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its subcontractors, as provided above, for which the Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. The indemnity set forth herein shall be in addition to those indemnities otherwise provided by law.

7. INSURANCE. Contractor shall, at all times during the term hereof, maintain the insurance coverages as set forth in Exhibit "C" attached hereto and made a part hereof.

8. CANCELLATION OR DEFAULT. In the event the Contractor's performance is deficient, the Authority shall notify the Contractor in writing of the deficiencies and the Contractor shall have ten (10) days to correct such deficiencies. Should the Contractor fail to take appropriate action (acceptable to the Authority in its sole discretion) to correct such deficiencies, the Authority, in addition to all remedies available to it by law, may immediately upon written notice to Contractor by U.S. Mail terminate this Agreement whereupon all payments, advances or other compensation paid by Authority to the Contractor while Contractor was in default shall be immediately returned to the Authority. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

9. AUTHORITY'S RIGHT TO TERMINATE. The Authority shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least thirty (30) days prior to the effective date of such termination. In such event, the Authority shall pay to Contractor compensation for Services rendered and expenses incurred prior to the effective date of termination. In no event shall the Authority be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

10. TERMINATION OF PARTICULAR LOCATIONS. The Authority reserves the right to terminate at will, any particular location(s). Should it become necessary to add new locations to the Agreement, a new Agreement amount shall be negotiated to include such new location(s) and shall coincide with the existing Agreement terms. Should the Authority and Contractor fail to agree upon an amount to be charged for new location, the Authority reserves the right to award such location(s) as it deems necessary.

11. STRIKES OR LOCKOUTS. In the event the Contractor should become involved in a labor dispute, strike or lockout, it shall be required to make whatever arrangements that may be necessary to ensure that the conditions of the Contract are met in their entirety. Should the Contractor be unable to fulfill the Contract requirements, the Authority reserves the right to make alternative arrangements to insure the satisfactory completion of work Contractor is unable to



perform. Any costs, provided those costs would have been covered under this Agreement, incurred by the Authority as a result of such job action shall be the responsibility of the Contractor.

Under no circumstances, shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, fires, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God. However, in connection with any causes, if the Contractor has a duty to take certain actions, it shall be responsible for the losses caused by the Contractor's negligent acts or omissions.

Under no circumstances, shall either party be liable for special, indirect or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise, notwithstanding any indemnity provision to the contrary.

12. NOTICES. All notices or other communications required under this Agreement shall be in writing and shall be given by hand delivery, by U.S. Mail, or by recognized overnight courier at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or if by mail, on the fifth day after being posted or the date of actual delivery, whichever is earlier, or if by courier, on the date of receipt.

If to Contractor:

Juanita Ross-Dilworth  
DBA M&J Cleaning Services  
5201 Village Way  
Tallahassee, FL 32303  
Juross69@yahoo.com

If to Authority:

Leon County Research and Development Authority  
c/o Talcro Commercial Real Estate Services Inc.  
1018 Thomasville Rd, Suite 200A  
Tallahassee, FL 32303  
Attention: Stephanie Shoulet  
stephanie@talcro.com

With copies to:

Leon County Research and Development Authority  
1736 West Paul Dirac Drive  
Tallahassee, FL 32310  
Attention: Ron Miller, Executive Director  
Rmiller@inn-park.com

Nelson Mullins Broad and Cassell  
Attention: Melissa VanSickle  
215 South Monroe Street, Suite 400  
Tallahassee, FL 32301  
Melissa.VanSickle@nelsonmullins.com

13. MISCELLANEOUS

- a. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for all purposes shall be Leon County, Florida.
- b. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of the provisions of this Agreement.
- c. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- d. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- e. The filing of any petitions in bankruptcy whether voluntary or involuntary on the part of Contractor, shall give Authority the right to terminate this Agreement.
- f. No amendment, change or modification of this Agreement shall be valid or binding upon the parties unless same shall be in writing and signed by the parties.
- g. This agreement, including all attachments and exhibits thereto, constitutes the full agreement of the parties and there are no further or other agreements, statements or warranties, whether written or oral, relied upon or in between them relating to the subject matter hereof, except as expressly herein stated. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.
- h. This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the Authority, which may be withheld or conditioned, in the Authority's sole discretion, and any such purported assignment in breach of this Agreement shall be null and void. The Authority reserves the right to assign this Agreement without first obtaining the consent of Contractor.
- i. The prevailing party in any action or proceeding to enforce this Agreement or for damages or declaratory relief in connection herewith shall be entitled to recover its reasonable costs and expenses, including attorney's fees, and costs through litigation, all appeals and any bankruptcy proceedings. Authority's liability to pay

such costs and expenses shall be limited to the extent provided in Section 768.28 Florida Statutes, as may be amended from time to time. Nothing herein shall be construed to be a waiver of Authority's sovereign immunity.

- j. Contractor shall be an independent contractor and not an employee, partner or joint venture of Authority under this Agreement. Contractor shall be responsible for all income taxes, social security taxes, self-employment taxes and any other taxes to which Contractor or Authority may be subject to as a result of this Agreement or Contractor's performance hereunder.
- k. Contractor shall comply with all Authority rules and regulations, as they may be amended from time to time, governing access to and conduct on the property.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

**THE CONTRACTOR**

Juanita Ross-Dilworth  
a sole proprietor

By: \_\_\_\_\_

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

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

**THE AUTHORITY**

Leon County Research and Development Authority,  
a public Authority created pursuant to Chapter 159, Part V, Florida Statutes

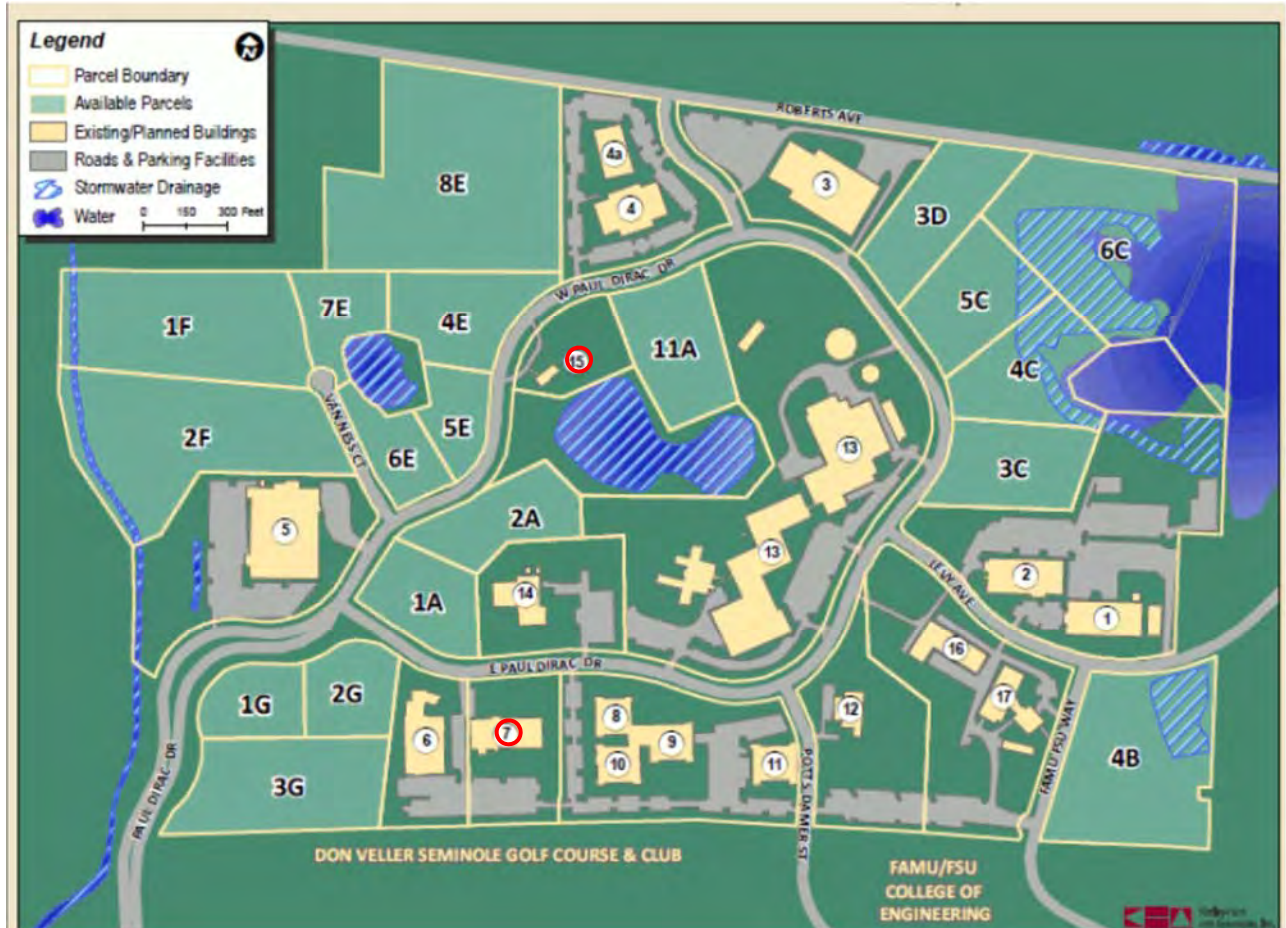
By: \_\_\_\_\_

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

Title: Chair

## EXHIBIT A SCOPE OF SERVICES

**A. LOCATIONS:** This Agreement shall apply to the follow locations:



Bldg #	PROPERTY NAME	PROPERTY ADDRESS
8	Morgan	2035 E Paul Dirac Dr
10	Johnson	2035 E Paul Dirac Dr
7	Collins	2051 E Paul Dirac Dr
15	Knight	1736 W Paul Dirac Dr

## **B. SERVICE SPECIFICATIONS**

### **1. PERFORMANCE STANDARDS**

The Authority shall be the sole determinant of all standards referenced in these specifications, including but not limited to, standards of cleanliness and the measurement thereof (performance standards), standards of green cleaning products and methods, standards of conduct, dress standards, standards for management response and cooperation, etc. complaints, concerns, or

comments presented by the Authority regarding any of these standards and the measure of the Contractor's performance thereunder shall not be subject to debate.

## **2. INDEPENDENT CONTRACTORS**

The Contractor will not be allowed to treat employees as independent contractors. No individuals or subcontractors classified as independent contractors, pursuant to the United States Internal Revenue Service definition, shall be permitted to work on any part of this contract, or in or on the premises of any Authority building, as an express term and condition of this proposal. The Contractor shall accept full responsibility for ensuring that adequate Worker's Compensation Insurance is available for each of his employees.

## **3. PERSONNEL**

### **a. Contract Manager**

The Contractor shall arrange for a contract manager (which may be the Contractor himself) and an alternate to be the primary contacts for services. The contract manager or alternate must respond within 30 minutes.

The contract manager will receive notices, reports, or requests for service from the Property Manager of the Authority or her representative, (herein after referred to as the "Property Manager") and shall be available at all times when the contract work is in progress. It is the policy of the Authority that Authority direction or supervision of Contractor's employees, directly or indirectly, shall not be exercised.

### **b. Employees**

The Contractor, at its sole cost, shall furnish all labor necessary to properly perform all services according to the specifications set forth in this Agreement. The Contractor shall provide a current FDLE (Florida Department of Law Enforcement) background check on each individual that will be working in the buildings no later than five (5) working days prior to the individual beginning work. The background check will be reviewed and approved by the Property Manager before any Contractor employee may begin work. The Contractor may access the FDLE site themselves to perform this check online. The Contractor is responsible for any costs associated with this action. The address for the site is: <https://web.fdle.state.fl.us/search/app/default>. If the individual has not been a resident in Florida for 12 months, then a check should be done from their previous residence. The Authority reserves the right to reject any proposed custodial personnel based on background check information.

All employees assigned by the Contractor to perform the work as outlined under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to ensure that all employees meet the physical standards to perform the work assigned. All personnel will receive close and continuing first line supervision. All crew supervisors must have a minimum of one (1) year of experience in the commercial janitorial field.

## **4. PERSONNEL EXPERIENCE REQUIREMENTS**

All site managers engaged in directing the work to be accomplished under this contract shall possess at least one (1) year of recent (within the past 5 years) experience in directing cleaning type operations in a supervisory capacity for buildings of the approximate size of the building(s) to be cleaned under this contract.

## 5. OPERATIONS AND MANAGEMENT PLANS

Contractor shall conduct its operations in accordance with the "Operations and Management Plan" submitted as part of its proposal and attached hereto as Attachment 1, which plan may be amended from time to time, as necessary, with the concurrence of the Property Manager.

## 6. HOURS OF WORK

Most offices will be required to be cleaned between 5:30 p.m. and 12 midnight, Monday through Friday, unless other hours are agreed to by the Authority. **Currently there is approximately 27,294 SF at the Johnson Building, 10,438 SF at the Morgan Building, 4,269 SF at the Collins Building, and 2,700 SF at the Knight Building that for security purposes will require cleaning during normal office business hours.** The Contractor and the Authority's Property Manager will agree to a schedule for the cleaning of these areas which may be either in the morning upon commencement of the normal workday or at the end of the work day prior to the offices being closed. The Authority reserves the right to modify the hours in which offices need to be cleaned, as needed, for security purposes. The Contractor has agreed that at least one staff person, that will be assigned to clean the offices required to be cleaned during normal office business hours, will inspect the restrooms and breakrooms in the Buildings and spot clean and stock same, as needed, at no additional cost.

As an optional service, the Contractor shall provide a porter to service the Facilities to provide emergency custodial services; monitor, clean and stock restrooms, and other related work, as necessary.

## 7. SPECIAL SERVICES

### a. Carpet Cleaning and Floor Refinishing

Upon request, **and subject to negotiating competitive pricing at the time service is requested,** the Authority may require the Contractor to provide carpet cleaning and floor refinishing services. These services will be billed as part of the next regularly scheduled Contractor's invoice but will be listed separately on the invoice along with standard contract charges. Orders for carpet cleaning and/or floor refinishing services will be placed in writing by the Authority. In no event shall the Authority be liable to the Contractor for payments for any carpet cleaning and floor refinishing work performed by the Contractor, unless the Contractor performs such work by WRITTEN directive of the Authority.

### b. Special or Unusual Conditions

In the event special or unusual conditions, the Property Manager, may require the Contractor to provide additional janitorial or cleaning services not covered by these specifications. Payment will be made at a rate negotiated with the Contractor. These services will be billed as part of the next regularly scheduled Contractor's invoice but will be listed separately on the invoice along with standard contract charges. Orders for special services may be placed orally (in the event of an emergency) or in writing by the Property Manager. All written orders will describe the service to be provided and will state the negotiated fee which the Contractor will be compensated. Except in the event of an emergency, in no event shall the Authority be liable to the Contractor for payments for any extra work performed by the Contractor, unless the Contractor performs such work by WRITTEN directive of the Authority.

## 8. EMERGENCY SERVICES

If an emergency arises (such as flooding of a particular section of a building) the Contractor shall divert his force, or such part thereof as deemed necessary by the Property Manager, from their normal assigned duties to meet these conditions. When these employees are no longer needed,

they shall be directed by the Contractor to return to their normal duties. The Contractor shall not be penalized because the normal daily work which otherwise would have been performed had to be neglected, but every effort must be made to complete contract requirements.

## 9. SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES

- a. The Contractor, at its sole cost, shall furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include, but are not limited to, brooms, brushes, dust cloths, microfiber mops, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. The Contractor shall supply plastic bags and liners, including bags for sanitary disposal receptacles and wastebaskets. The Authority assumes no responsibility for equipment, tools, materials or any other items used in the performance of Contractor's work. This shall include any stored materials and supplies, if any. Authority property will not be used in any manner for personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.
- b. In order to minimize the health and environmental impacts of maintaining clean facilities, the Authority is requiring the use of environmentally preferable cleaning products and methods. Environmentally Preferable Cleaning Products are to be used during the entire term of the contract. Contractor shall use only environmental preferable products in the following categories:
  - General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners;
  - Disinfectants;
  - Other chemicals, as needed, to perform the duties of the particular job or function.

For purposes of this contract, the Authority defines an environmentally preferable cleaning product as one that is certified through Green Seal GS-37, DfE (EPA's Design for the Environment) or the EcoLogo (UL). Products that are not listed through one of these certification agencies will not be allowed to be used as part of this cleaning contract. For more information on the certification agencies and product lists, see the following websites: (1) Green Seal (GS-37) [www.greenseal.org](http://www.greenseal.org) or (2) EPA Design for the Environment [www.epa.gov/dfe](http://www.epa.gov/dfe), or (3) EcoLogo <https://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification/>. Prior to contract award, the Contractor must provide a complete list of products, including Material Safety Data Sheets they will use. As stated above, the products must be certified through one of the three certifying agencies listed above with the exception of floor finishes and floor strippers. The use of any product not certified through one of the three certifying agencies shall require the prior approval of the Property Manager.

- c. Changes to any products and/or product lists used as part of this contract must be submitted in writing to the appropriate Building Operations Manager, along with any new Material Safety Data Sheets. Noncompliant chemicals must be removed immediately from the building. Chemicals used for disinfection of blood and other potentially infectious material shall be on EPA's list of registered antimicrobial products effective against blood borne/body fluid pathogens.
- d. Provide to the Authority and post in the janitorial area, Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building. The Contractor shall not use any material or supplies, which the Authority determines, would be unsuitable for the



- purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
- e. Provide all necessary cleaning equipment including, but not limited to, buffing machines, vacuum cleaners with HEPA filters, carpet extractors, etc., needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind and shall meet all OSHA and local standards. All equipment shall meet or exceed qualifications of GreenSeal (GS-42) or EcoLogo (UL). Equipment deemed by the Property Manager to be of improper type or design or inadequate for the purpose intended shall be replaced by the CONTRACTOR. GreenSeal standards may be found at [www.GreenSeal.org](http://www.GreenSeal.org) and ECOLOGO standards may be found at: <http://industries.ul.com/environment/certificationvalidation-marks/ecologo-product-certification>.
  - f. All employees of the Contractor including supervisors shall be required to wear uniforms. The uniforms must be approved by the Authority. Employees of the Contractor not in uniform will not be allowed to work. At a minimum the uniforms will consist of a uniform shirt or smock. The uniforms shall have the Contractor's name affixed thereon in a permanent manner. The Contractor's name along with other designations such as the employee's name shall be easily identifiable. Any color or appropriate color combination may be used for the uniforms. Employees shall be required to dress neatly, in accordance with tasks being performed. Uniforms must be readily identifiable and not be hidden by any outerwear or other clothing when employee is on duty.
  - g. The Contractor must insure that all restrooms are fully stocked at all times including weekends and holidays. This is to include evenings when buildings are used for functions. The items to be fully stocked at all times are: toilet tissue, towels, seat covers, and liquid soap (with preference for use of foaming dispensers to minimize product use). Provision and installation of said supplies shall be the Contractor's sole responsibility regardless of perceived operating difficulties. Products must meet the specifications of GreenSeal, EcoLogo and/or CFPA Certified.
  - h. The Authority reserves the right to require Contractor to change products used, if in the Authority's opinion the products used do not achieve quality results.

## **10. SECURITY CLEARANCES**

All employees, performing work under the contract must comply with all security and administrative requirements of the Authority. The Contractor shall ensure that all required background checks are provided prior to the employees obtaining access to provide services. The Authority may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Authority's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the contract.

The Authority reserves the right to exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for employees. The Authority may, as he/she deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that a full clearance will follow as a result of the temporary clearance and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Property Manager.

## **11. IDENTIFICATION/BUILDING PASS**

The Contractor, at his/her own expense shall provide for photo identification badges for all employees used on this contract. No employee of the Contractor shall be allowed to work on this

contract without a photo identification badge. Photocopies of all badges are to be supplied to the Property Manager, prior to starting of contract and before each new employee begins work.

The Contractor shall make sure that every new employee has a photo identification/building pass before the employee enters for duty. The Contractor shall sign each pass issued. The Contractor shall make sure that all passes are destroyed as employees are dismissed or terminated, or when the contract expires. All passes must contain an expiration date.

The Contractor shall make sure that all employees wear identification badges during duty hours. The Property Manager or other personnel designated shall periodically verify passes of Contractor employees along with their personal identification.

## **12. BUILDING SECURITY AND ACCESS CONTROL**

- a. No employee will be allowed to work without a current identification badge.
- b. The Contractor shall be given means of access to all rooms requiring cleaning. Any keys or key cards issued to the Contractor for such use shall be in accordance with the Authority key policy and shall be produced on demand of the Property Manager. No keys will be given for rooms requiring cleaning during normal business hours.
- c. Any area to which Contractor is provided access by means of a key/key card, shall be opened for the purpose of cleaning only. Immediately upon completion of cleaning, the area shall be secured. No person or persons shall be permitted access to secured areas by any contract personnel.
- d. Upon completion of cleaning in a prescribed area, the Contractor's employees shall turn off all the lights in the area, so that upon completion of duties, all lights not required for insurance/safety purposes, i.e. night and exit lights, shall be turned off, and all doors and windows secured. The Contractor's site manager and/or crew supervisor shall check to ensure that all requirements are met, prior to release of work crew for the day/night, including the replacement of all furniture and equipment moved during the cleaning process. The Contractor shall be responsible for activating any alarm systems.
- e. Any conditions in the facility(ies) that may require repair shall be reported to the Authority in writing within 24 hours. For example, dripping faucets, damaged walls, burned out lights, etc.
- f. If keys/key cards are lost, the Contractor will pay for necessary lock changes, key re-issuance, and call-out charges for access, and such cost shall be deducted from the current invoice.
- g. No personal items, with the exception of jewelry and medication, will be allowed in the building during work hours. The Authority shall not be responsible to the Contractor or any of the Contractor's employees for loss of personal property.

## **13. STANDARDS OF CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his/her employees do not disturb papers on desks, open desk drawers or cabinets, filing systems, or use Authority or tenant telephones or other equipment, except as authorized. If the Property Manager brings unacceptable work habits and appearance of the Contractor's employees to the attention of the Contractor, corrective action must be immediately taken. If needed action is not taken the Property Manager may instruct the Contractor to remove such individuals from the building or to not use such individuals for the work of this contract. When employees of the Contractor are determined to have misused Authority or tenant property the Contractor shall be notified, and appropriate action shall be taken by the Contractor. The

Contractor shall be required to reimburse the Authority or it's tenants when specific monetary loss can directly be attributed to the misuse of property/equipment by a Contractor employee.

#### **14. TRASH AND WASTE REMOVAL PROCEDURES**

The Contractor shall keep the elevator and surrounding areas clean. All waste placed into dumpsters shall be bagged or placed in closed containers before disposal. It shall be the Contractor's responsibility to provide said containers/bags. All cardboard containers must be broken down before disposal or deposit for recycling. The Contractor shall provide appropriate equipment for office trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags through office areas. The Rubbermaid brand trash cart, or acceptable equivalent, is the required equipment for doing this work. Containers and bags must be of heavy duty strength and handled in a manner to avoid breakage and leakage. Any additional cleanup necessary, due to problems as described above, shall be performed immediately and at the Contractor's expense.

#### **15. SENSITIVE EQUIPMENT AREAS**

- a. The Contractor will ensure that special care is taken to maintain areas containing computer equipment as dust free as possible. This will entail vacuuming and/or dry mopping (with mop head treated with light oil-base cleaner) daily, and wet mopping once a week.
- b. The use of large numbers of electronic equipment, such as CRT's, executive work stations, personal computers, word processing equipment, communications equipment, etc., requires that the Contractor instruct his cleaning personnel on the proper manner in which to perform their duties around this type of sensitive equipment. This instruction shall include the identification and proper usage of electrical circuits for cleaning equipment in the areas of this sensitive electronic equipment.
- c. Extreme caution while cleaning will be given to the following:
  - Avoidance of power interruption to devices;
  - The use of the same circuit by cleaning equipment and sensitive devices at the same time. The Contractor shall consult with the Authority for identification of these areas;
  - The use of cleaning equipment near sensitive devices;
  - The use of only those cleaning products guaranteed not to damage sensitive electronic equipment;
  - The use of cleaning products on or around sensitive devices
- d. When breakers are tripped due to the Contractor's use of electrical outlets the Authority's on call person shall be notified immediately.

#### **16. DUE CARE BY CLEANING PERSONNEL**

- a. The Contractor will not allow smoking by his employees in Authority facilities.
- b. The Contractor will not allow the consumption of food or drink in any areas other than Authority approved locations.
- c. It shall be the Contractor's responsibility to clean up and/or rectify any damage to Authority or tenant's property caused by any individuals connected with the Contractor, to the satisfaction of the Authority.

#### **17. WASTE RECYCLING PROGRAM.** Upon implementation of a recycling program, as may be amended from time to time, Contractors will be required to participate in the such recycling program by collecting waste to be recycled and depositing it at designated locations without additional cost to the Authority. Items will include paper and co-mingled cans and bottles. During

the life of the contract, recycling containers will be marked for Recyclable Waste. The Contractor may not mix items from these containers. The waste must be segregated in the proper carts. Non-recycled trash may be disposed of into dumpsters.

#### **18. ADDING AND DELETING SPACE**

The Property Manager will give the Contractor a written notice no less than five (5) full working days in advance as to which areas are to be added or deleted from the routine cleaning schedule. Invoice adjustments will be made using a cost per square foot proposed by the Contractor. If space is added to the schedule it shall be cleaned in accordance with the specifications for similar space. The period for adding to or deducting from the payments will start on the effective date of the notice and continue for the time period specified in the notice.

#### **19. CONTRACT DEDUCTIONS.**

- a. It is the objective of the Authority to obtain full cleaning performance in accordance with the specifications, and at the quality standards of work set forth in this contract. To that end, the Authority is contracting for the complete performance of each cleaning job as identified in the specifications. In instances where any room is not satisfactorily cleaned or polished and serviced, as determined by the Property Manager in his/her discretion, an automatic deduction will be made for the entire room at a rate of two (2) times the unit (square foot) price established for the contract for the first occurrence.
- b. If any work which is scheduled for performance is omitted or unsatisfactorily performed, the attention of the Contractor will be called to this failure or omission, and a deduction can be made from any monies due or to become due the Contractor at the rate proposed by the Contractor.
- c. If the Contractor or employees of the Contractor bring unauthorized persons into any facility during contract working hours, a deduction will be assessed at a rate of 2 times the unit (square foot) price established for the contract for the entire facility and the Contractor shall accept all responsibility for damage, theft, loss or injury caused by, or inflicted upon the individual while in the facility.
- d. The Authority reserves the right to remove any building or portion thereof from the contract or to cancel the contract as a whole or in part, for non-performance or unsatisfactory performance, with a 30-day written notice.

#### **20. QUALITY CONTROL**

- a. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the Contractor's basic quality control program shall be provided to the Authority prior to start of services under the contract. An updated copy must be provided to the Authority as changes occur. The program will include, but not be limited to the following:
- b. An inspection system that assures the satisfactory execution of all the services specified and all of the conditions stipulated in this document.
- c. A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable.
- d. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the Property Manager upon request at any time during the life of the contract.
- e. At least once each month at each facility, the Contractor will meet with the Property Manager or his/her designee to inspect the facility using a quality evaluation form (Sample Quality Evaluation form attached).

#### **21. MISCELLANEOUS**

- a. Employees must be briefed on fire and emergency procedures, including the location of fire equipment and safety exists.
- b. Report fires, hazardous conditions and items in need of repair.
- c. Close windows and turn off lights and fans when not in use.
- d. Close doors and lock room in security areas after cleaning.
- e. Turn in lost and found articles to the Authority's administrative offices.
- f. Inform all employees of the need to exercise a reasonable vigilance in implementing this policy and to notify the Property Manager when an unauthorized or suspicious person is seen on the premises.

## **22. GENERAL CLEANING STANDARDS**

The Authority expects the Facilities specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial service. The minimum service will be as follows:

### **A. Restrooms**

1. Daily
  - a. Clean, polish and dry all receptacles
  - b. Sweep floors
  - c. Damp mop floors with a solution of water and disinfectant
  - d. Clean and disinfect all fixtures (toilets, urinals and sinks)
  - e. Spot clean partition walls, doors, light switches and other horizontal surfaces.
  - f. Dust moldings and ledges
  - g. Empty and sanitize all trash and sanitary napkin receptacles and replace liners.
  - h. Stock all dispensers with soap, towels, tissue, toilet seat covers, sanitary napkin dispensers and related supplies.
  - i. Wet wipe and polish bright metal
  - j. Remove dust from louvers/grills
  - k. Clean and polish mirrors
  - l. Replace air fresheners as needed
2. Weekly
  - a. Damp mop and spray buff resilient floors.
  - b. Sweep to remove spray buff debris.
  - c. Damp mop ceramic and other pre-finish tile and polish with soft bristle brush.
  - d. Sweep to remove mop strings and related debris.
  - e. Wood and vinyl baseboards shall be clean and free of accumulations of old wax and mopping solutions. Ceramic baseboards should be cleaned and be free of old wax and mopping solutions. In addition, there should be no discoloration of ceramic as the tile rises above the floor surface up the wall.
  - f. Wash full surface area of all stall partitions and doors with solution of water and disinfectant.
  - g. High dust vents, frames and sills
3. Monthly
  - a. Clean ceramic tile surfaces so that tile and grout have a uniform color.
  - b. Machine scrub hard surface areas.
4. Quarterly
  - a. Machine scrub hard surface flooring
  - b. Damp wipe full surface area of stall partitions, doors, window frames and sills with solution of water and disinfectant.

- c. Spray and wet wipe waste receptacles with solution of water and disinfectant/deodorizer.
- d. Thoroughly clean and polish all bright metal.
- e. Thoroughly clean all porcelain surfaces to remove all stains.
- f. Clean, scrub and disinfect baths and shower stalls.
- g. Wash full surface area of all window frames and sills with solution of water and disinfectant

## **B. Room Cleaning**

### **1. Daily**

- a. Empty trash receptacles, damp wipe trash receptacles daily, replace plastic liners in receptacles daily if necessary.
- b. Clean/wash basins (do not clean if dishes are left in the sink)
- c. Fill dispensers
- d. Solid waste collected from facilities shall be placed in the designated container
- e. Mirrors shall be cleaned/polished
- f. Clean edges of carpeting near baseboards and in areas not reached by vacuum. (Corn or synthetic bristle brooms are permitted)
- g. Spot clean carpeting
- h. Dust file cabinets and other fixtures
- i. Dust all horizontal surfaces, including wall moldings.
- j. Dust, vacuum and/or clean louvers, grills, etc.
- k. Dust mop hard surface flooring with treated medium. Clean corners and edges carefully so as to remove accumulations of dust and debris.
- l. Damp mop hard surface flooring in kitchen's and/or break rooms, leaving no streaking or mop debris.
- m. Clean and sanitize kitchen/lounge sinks and counter areas.
- n. Damp mop marble floor and other "pre-finished" hard surface flooring.
- o. Dust benches and chairs in all common areas.

### **2. Weekly**

- a. Spray buff or mop buff hard surface flooring
- b. All chairs and vinyl furniture shall be vacuumed once a week.
- c. Janitorial closets must be kept odor free. Keep mop sinks drains open at all times.
- d. Dust office fixtures desks, credenzas, tables, chairs, etc., with treated material. If surface is a plastic laminate (Formica), utilize dust cloth. Do not move papers. Dust around office machines and communications equipment. Do not move equipment.
- e. High dust door frames, windowsills, ledges, fixtures, etc.
- f. Low dust chair and table bases, and baseboards.
- g. Dust blinds.
- h. Spot clean walls, doors, frames, and light switches.
- i. Pile brush all corridors, hallways and high density "open" carpeted areas with "Certified" pile brush.
- j. Thoroughly vacuum carpeted areas.

### **3. Monthly**

- a. Spot clean wall surfaces.
- b. Clean storage closets.
- c. Spot clean carpeting. Report loose seams, strings and bubbles to the Property Manager.

- d. Wash all base boards.
  - e. Machine scrub hard surface areas.
  - f. Dust or vacuum HVAC registers.
4. Semi-annually
- a. Vacuum blinds or drapes.
5. Annually
- a. Clean all light fixture diffusers and dust light bulbs.

### **C. Common Areas**

1. Daily
- a. Wipe glass doors
  - b. Clean/wipe wood/ metal frames and remove accumulations of residue.
  - c. Damp mop, buff or spray buff resilient floors. Remove service debris.
  - d. Dust/vacuum louvers/grills.
  - e. Clean, vacuum elevator tracks and (door) foot plates.
  - f. Vacuum and clean edges of carpet.
  - g. Wipe, clean light plates and push plates using a soft cloth and mild soap.
  - h. Dust horizontal surfaces, including stairwell surfaces.
  - i. Sweep, dust mop or vacuum stairwells.
  - j. Dust mop resilient flooring. Clean corners and/or edges.
  - k. Remove dust/cobwebs, etc., from light fixtures within reach.
  - l. Report physical deficiencies to Authority.
  - m. Clean/dust elevators. Remove accumulations of residue, gum, etc. Wipe metal and remove smudges.
  - n. Clean, sanitize and polish drinking fountains
2. Weekly
- a. Maintain ALL “pre-finished hard surface” floors using approved materials and methods. These materials and methods shall be of a quality that conforms to industry standards and cause no damage to property.
3. Quarterly
- a. Damp wipe/polish marble wall surfaces, wainscoting and base boards.

### **D. Exteriors**

1. Daily
- a. Sweep entrances, and landings to building. Remove gum and other materials from entry areas. If day porter services are procured, day porter shall check during daytime to insure entrances are always clean.
  - b. Empty and clean all cigarette urns.
  - c. Empty and damp wipe all ashtrays.
  - d. Keep parking lot and surrounding grass areas free of trash.

### **E. Glass**

1. Daily
- a. Damp wipe/clean glass entrance doors and glass panels, partitions, bookcase glass and other office fixture glass.
2. Monthly

- a. Wash (squeegee) both sides of entrance glass and adjacent glass paneling.
3. Quarterly
  - a. Wash (squeegee) all interior glass, including window glass, mirrors, vertical and horizontal panels, clocks, classroom glass and panels.

**F. Horizontal/Vertical Blinds**

1. Weekly
  - a. Dust with wool or feather duster. (If dusting does not clean, wash with general purpose cleaner.)
2. Quarterly
  - a. Thoroughly vacuum or dust with wool or feather duster.
  - b. Clean sills with dust cloth, wool, feather duster or vacuum.
3. Semi-Annually
  - a. Wash Venetian blinds. Clean cords and tapes.

**G. Stairwells (if applicable)**

1. Daily
  - a. Remove accumulated trash
  - b. Spot sweep as required
2. Weekly
  - a. Sweep
  - b. Dust mop to remove stains
  - c. Dust handrails, ledges, etc.
  - d. Spot clean walls and doors
3. Other various maintenance projects as assigned by management

**H. Carpet Cleaning (upon written request)**

1. Baseboards should be cleaned and free of spotting, streaking and debris, etc.
2. Extract all carpeting with warm water. Pre and post spotting if necessary. Cut all runners, strings and other loose carpet fiber.
3. Report poor seams to Authority.

**J. Floor Refinishing (upon written request)**

1. Strip, rinse and refinish resilient floor surfaces. (use minimum of two coats of floor finish)
2. Burnish or spray buff within seven days. Sweep/dust mop to remove debris.
3. Strip and rinse ceramic and other pre-finished bathroom tile.
4. Baseboards should be cleaned and free of spotting, streaking and debris, etc.
5. Strip, rinse and finish (use minimum of three coats of floor finish) all hard resilient flooring.
6. Buff or spray buff within seven days. Sweep and/or dust mop to remove debris, strings, etc.



## EXHIBIT B COMPENSATION

### PRICE SCHEDULE

The Contractor shall be paid at the price per square feet rate(s) below. The cleanable square feet and total costs shall be adjusted in accordance with the scope of work in Exhibit A as necessary. All payments are subject to performance of the scope of work outlined in Exhibit A, and other terms of the agreement specified herein.

#### COST OF BASIC SERVICES

	PROPERTY NAME	PROPERTY ADDRESS	PRICE PER SQUARE FEET/ MONTH	CLEAN-ABLE SQUARE FEET (AS OF 6/1/18)	TOTAL COST PER MONTH	TOTAL COST PER YEAR
1	Morgan	2035 E Paul Dirac Dr	\$ 0.77	10,438	\$ 803.73	\$ 9,644.76
2	Johnson	2035 E Paul Dirac Dr	\$ 0.77	27,294	\$ 2,101.64	\$ 25,219.68
3	Collins	2051 E Paul Dirac Dr	\$ 0.77	4,269	\$ 328.71	\$ 3,944.52
4	Knight	1736 W Paul Dirac Dr	\$ 0.77	2,700	\$ 207.90	\$ 2,494.80
Total			\$ 0.77	44,701	\$ 3,441.98	\$ 41,303.76

Annual % increase for additional option years 2 & 3: 0 %

Carpet cleaning and resilient floor refinishing shall be quoted at the time service is requested, and the Authority may elect to contract with another provider for these services.

## **EXHIBIT C INSURANCE**

- a. **CONTRACTOR’S INSURANCE.** Contractor shall, at its sole cost, maintain limits no less than the following throughout the Term:
- i. **General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor’s insurance shall include Authority as an additional insured as provided herein below.
  - ii. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned, hired automobile. Contractor’s insurance shall include Authority as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
  - iii. **Worker’s Compensation and Employers Liability:** Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming Authority as an additional insured, Contractor shall provide to Authority a waiver of all rights of subrogation against Authority with respect to losses payable under such workers’ compensation policy(ies).
- b. **AMENDED INSURANCE REQUIREMENTS.** Authority reserves the right to reasonably amend the insurance requirements to standards reasonable and customary for the size and type of business being conducted by Contractor by the issuance of a notice in writing to Contractor. The Contractor shall provide any other insurance or security reasonably required by Authority.
- c. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions applicable to any of Contractor’s policies required above shall be declared to and approved by Authority. Thereafter, at the request of Authority, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to Authority, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- d. **AUTHORITY AS ADDITIONAL INSURED.** Authority, its agents, officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Contractor’s insurance policies, other than workers’ compensation policies, that include coverage for the following:
- i. liability arising from, or in connection with, activities performed by, or on behalf of, Contractor;
  - ii. products and completed operations of Contractor;
  - iii. premises owned, occupied, or used by Contractor; or
  - iv. automobiles owned, leased, hired, or borrowed by Contractor.

- e. **CONTRACTOR'S INSURANCE AS PRIMARY.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Authority, its agents, officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Authority, its agents, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. In such instances when Contractor's insurance coverage is primary, Contractor hereby waives all rights of subrogation against Authority with respect to losses payable under such insurance coverage.
- f. **CERTIFICATES OF INSURANCE.** Contractor shall furnish Authority with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Authority prior to the commencement of Contractor's services under this Agreement. Authority reserves the right to require complete, certified copies of all Contractor's required insurance policies at any time. Each of Contractor's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Authority. All of Contractor's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.
- g. **OTHER ENDORSEMENTS REQUIREMENTS FOR CONTRACTOR'S INSURANCE.** Each of Contractor's required insurance policies shall contain endorsements for, or otherwise provide, the following:
  - i. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Authority, its agents, officers, officials, employees, or volunteers;
  - ii. that, to the extent of insurer's limits of liability, Contractor's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and
  - iii. that the companies issuing the insurance policy(ies) shall have no recourse against Authority for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Contractor.

**Leon County Research and Development Authority  
Compensation Committee Meeting  
Conclusions and Recommendations  
July 11, 2019**

- 1) Executive Director Compensation
  - a) Executive Director's ("ED") compensation is in line with AURP salary range \$75,000 to \$174,999 considering similar geographic location, population and budget.
  - b) Adopt the benefit structure of Leon County and make available to ED and other staff (see item 3 below.)
- 2) Executive Director Annual Survey Tool
  - a) Annual salary review tool should add specific goals tied to the strategic plan.
  - b) Continue to use AURP survey for ED salary comparisons
- 3) Staff Benefits
  - a) Adopt and offer Leon County administered staff benefits: adding Authority as its own division to the plans but excluding tuition reimbursement and education incentive.
  - b) Authority to pay cost of basic life and AD&D insurance for full-time employees 2x annual salary for Director and Executive Director positions. Other full-time staff positions would be covered for 1x annual salary.  
**Estimated annual cost to LCRDA: \$ 3,526.**
  - c) For medical insurance (employer share as currently offered) add option for VBD reimbursement rates similar to Leon County, add access to Florida PPO plan, and add \$150 Health and Fitness Reimbursement (CHP Only).  
**Estimated annual cost difference to LCRDA if current employees elected VBD at current participation levels: \$669.**
  - d) Provide access to Leon County employee paid benefits for dental, vision, long-term/short-term disability, supplemental life and AD&D insurance, AFLAC, Colonial Voluntary Plans, and Reliance Life Insurance. **All costs paid by employee.**
  - e) Provide access to Nationwide 457(b) deferred compensation plan for all staff without a match option (provide cost of match option to Board). **All costs paid by employee.**
  - f) Establish a section 125 premium only plan in the name of the Authority. **Administrative costs to LCRDA less Annual FICA savings of \$408.**
  - g) Provide local travel mileage reimbursement consistent with State of Florida statute. Evaluate cost after a year and compare to car allowance option. **Annual cost to LCRDA estimated to be less than \$1,000 per year.**
  - h) Provide \$45 per month cell phone allowance depending on staff position's work usage at the discretion of the ED. **Annual cost to LCRDA for 2 employees (\$45 x 12=\$540 x 2) = \$1,080.**
  - i) **PROPOSED to committee:** Cap sick leave hours to be paid out upon termination to employees with at least 3 years of service at 25% of accrued balance up to a maximum of 480 hours (payout not more than 120 hours).
- 4) Employee Reward Options
  - a) Adopt a "rewards program" similar to Leon County, but available to all staff.
  - b) Program modified to include language and consistency with Florida Statute 215.425(3).
  - c) Establish annually a dedicated budget item that will be approved by the board along with the distribution of the funds following a one-time payment disbursement model.
  - d) Part-time employees participate and receive a portion of the one-time payment prorated according to hours worked.
- 5) Recommended Best Practices and Strategies
  - a) Establish a compensation committee to review compensation package every other year.
  - b) Establish employee classification levels. Address FLSA Exempt/Nonexempt designations, and comp time policy language. Based on current FLSA classifications, only the Administrative Coordinator position is designated as non-exempt. Clarify in Personnel Policy 11-01 that exempt employees are excluded from any overtime or comp time.

# Leon County Research and Development Authority

## Policy No. 11 -1

Title: Personnel Policy

Date Adopted: February 9, 2011

Effective Date: February 9, 2011

Date Revised: August 1, 2019; April 7, 2016; September 4, 2014

---

1. **PURPOSE** - It shall be the policy of the Leon County Research and Development Authority (the Authority) that a new policy, Policy No 11-1, "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. 11-1, "Personnel Policy" shall apply to all employees of the Authority, except it 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" shall mean the Board of Governors of the 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.
- 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. "Executive Director" shall mean the Authority Employee whose job title is Executive Director; or if the Executive Director position is vacant, "Executive Director" shall mean the person designated by the Board as the acting executive director.
- 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 Executive Director 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 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 Executive Director. If the complaint involves the Executive Director the Employee should report the matter to the General Counsel. If a complaint involves a member of the Board of Governors the Employee should report the matter to the Executive Director and the General Counsel.

At that time, the Executive Director or General Counsel will refer the matter to a private law firm outside the jurisdiction of Leon County, 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 Executive Director and the Board, 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 Executive Director regarding the nature and extent of such anticipated outside employment. The Executive Director shall determine whether such anticipated employment conflicts with the duties and responsibilities of the Employee's Authority employment. If the Executive Director determines there is a conflict with the duties and responsibilities of the Employee and the outside employment sought, the Executive Director 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. E-Mail 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 uses 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 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 Board as part of a Board-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 Executive

---

Director. The Executive Director may approve certain Dress Code exceptions on Dress Down Day.

iv. Enforcement:

1. The Executive Director shall interpret Dress Code Policy in light of the appropriateness to the work environment.
2. The Executive Director 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 Executive Director.
- 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 Executive Director shall evaluate the applications that have been received to determine which job applicants met the criteria for further consideration, as described above.
- f. The Executive Director 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; the Executive Director may request assistance from Authority Board members and/or outside parties in conducting interviews and evaluating applicants at the Executive Director's sole discretion.
- 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 Executive Director's top candidate, the Executive Director shall obtain background checks, consistent with Board policy.
- vi. Upon completion of a satisfactory background check, the Executive Director shall seek the Board Chair's concurrence to hire the recommended candidate, contingent upon the candidate's successful completion of pre-employment drug testing, consistent with Board policy.
- vii. Upon obtaining the Board Chair's concurrence, the Executive Director 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.

## **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 Executive Director 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 Executive Director shall prepare a written performance evaluation that reflects the Employee's work performance during the evaluation period, and discuss such evaluation with the Employee.

## **7. ANNUAL PERFORMANCE APPRAISAL**

- a. No later than one (1) month after an Employee's annual employment anniversary, the Executive Director 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 Executive Director 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.

## 8. COMPENSATION

- a. The Employee's compensation will be defined by the ~~Executive Director Board~~ and may be subject to increase during the term of the Employee's employment at the sole discretion of the ~~Executive Director. Employee's compensation is limited to the budgetary guidelines approved by the~~ Board.
- 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 Executive Director; 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 ~~or Compensatory Leave. 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.~~
    2. Employees in non-exempt positions, according to Fair Labor Standards Act, who are authorized in advance by the Executive Director 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 Executive Director.
  - 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 Executive Director's prior approval.
- d. Time and Attendance Records - Employees are required to keep an accurate, daily accounting of all hours worked and 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.
    - 1. For all Full-Time Employees hired prior to October 1, 2014, and to the extent the Full-Time Employee participates in the offered Health Insurance, the Authority shall pay ninety percent (90%) of the cost of the Health Insurance premium; and Employee shall pay the remaining ten percent (10%) cost of the Health Insurance premium and all out of pocket costs including but not limited to co-payments and deductibles.
    - 2. For all Full-Time Employees hired on or after October 1, 2014, and to the extent the Full-Time Employee participates in the offered Health Insurance, the Authority's share and the Employee's share of the cost of the Health Insurance premium shall be determined from the following tables based on the plan and coverage selected :

### a. Standard Plan

Coverage	Authority %	Employee %
Single	85.0%	15.0%
Employee +1	82.5%	17.5%
Family	77.5%	22.5%

### b. Value Based Contribution (VBC)

<u>Coverage</u>	<u>Authority %</u>	<u>Employee %</u>
<u>Single</u>	<u>87.5%</u>	<u>12.5%</u>
<u>Employee +1</u>	<u>85.0%</u>	<u>15.0%</u>
<u>Family</u>	<u>80.0%</u>	<u>20.0%</u>

Participation in the VBC plan requires participation in health and wellness programs as further defined in the plan.

In addition to Employee's share of the cost of the Health Insurance premium Employee shall pay all out of pocket costs including but not limited to co-payments and deductibles.

- iii. Part-Time Employees, whose scheduled Work Hours are not less than thirty (30) 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 eight-five percent (85%) 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 eighty-five (85%) 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 accrue eight (8) hours of sick leave per calendar month effective upon employment.

- 
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~~each pay period during which the Employee is employed by the Authority.
  - iii. The Employee's accrued annual leave balance shall be reduced, as necessary, to two hundred forty hours as of September 30 of each fiscal year. At no time shall the Employee be compensated for any accrued annual leave balance in excess of two hundred forty (240) hours. There is no limitation on the amount of sick leave hours that may be accrued.
  - iv. Reimbursement at Termination. Upon termination, the Employee will be reimbursed as follows for accrued annual leave, sick leave, and Compensatory Leave balances ("Leave Payout"):
    1. If the Employee provides to the Executive Director no less than two weeks advance written notice of resignation, or if the Authority terminates the Employee:
      - a. For the balance of the Employee's accrued annual leave, Employee shall be reimbursed at the rate of one (1) hour of pay for every hour of Employee's accrued annual leave balance not to exceed two hundred forty (240) hours; and
      - b. For the balance of the Employee's accrued sick leave, Employees with at least three years of service shall be reimbursed at the rate of twenty-five percent (25%) of one (1) hour of pay for every hour of Employee's accrued sick leave balance at the time of termination up to four-hundred eighty (480) hours (i.e., reimbursement shall be received for no more than one-hundred twenty (120) hours of pay).
    2. If the Employee terminates the Employee's employment with the Authority without providing the Executive Director two weeks advance written notice of resignation, the Employee shall only be paid for Compensatory Leave balance, at the rate of one (1) hour of pay for every hour of Employee's accrued Compensatory Leave balance, and Employee shall not be paid and shall not be owed any compensation for any remaining Leave Payout.
  - v. 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



Executive Director 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. Florida Retirement System. The Authority participates in the Florida Retirement System. The Authority shall pay all required employer contributions, as a percentage of the Employees' compensation and Leave Payout that is eligible under the Florida Retirement System for Employee's membership in the Florida Retirement System as a Regular Class member.
- e. Holidays. Full-Time Employees shall annually be entitled to the following nine days off from work with pay ("Holiday Leave"):
  - i. The same days as the State of Florida's Employees observe which are the following holidays: (a) New Year's Day, (b) Birthday of Martin Luther King, Jr., (c) Memorial Day, (d) Independence Day, (e) Labor Day, (f) Veteran's Day, (g) Thanksgiving Day, (h) the day after Thanksgiving and (i) 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 Executive Director'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 Executive Director and, if the Executive Director 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 Executive Director and, if the Executive Director is unavailable, the Employee shall provide notification of need for Administrative Leave to the Board's Chair. The Board 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 to be in the Authority's best interest.
- h. Basic Life and AD&D Insurance. Full-Time Employees shall be provided basic life and AD&D coverage beginning the 1<sup>st</sup> day of the month following the date of hire. Executive Director and Director level employees will be covered for two times their annual salary, and all other Full-Time Employees will be covered for one times their annual salary. The maximum coverage amount is \$250,000 for basic and supplemental life insurance (if any). Premiums paid by the Authority for coverage in excess of IRS limits (currently \$50,000) are included in the Employee's taxable income and subject to Social Security and Medicare Taxes.

- i. Cafeteria Plan. Employee may participate in the Authority's premium only cafeteria plan established under Internal Revenue Code Section 125 in accordance with the provisions of the plan. The plan allows for employees to pay for certain benefit premiums on a pre-tax basis reducing the Employee's taxable income.
- j. Other Leon County Benefits. Employee shall be provided access to Employee paid benefits offered by Leon County (such as dental, vision, disability, supplemental life, etc.) subject to Leon County's approval of participation by the Authority and any Employee qualification requirements of the plan(s). These benefits may be changed at the discretion of Leon County, or the Authority at any time.
- k. Deferred Compensation 457(b) Plan. Employee shall be provided access to the Authority's 457(b) Deferred Compensation plan. All contributions are voluntary and made by the employee. Contributions are subject to requirements of the plan and other Internal Revenue Code requirements.
- l. Rewards Program. Employee shall be eligible to participate in any "Rewards Program" adopted by the Authority subject to the provisions of Florida Statute 215.425, and other program specifications.
- ~~g.m.~~ Restrictions and Limitations. All benefits provided through third parties are subject to the restrictions, limitations and requirements of those provider plans.

#### 10. EXPENSE REIMBURSEMENT

- a. Out-of-Pocket Expenses. The Employee shall be reimbursed by the Authority for all authorized out-of-pocket expenses directly related to the performance of their duties subject to the following:
  - i. All purchases must be comply with the Authority's Purchasing Policy.
  - ii. Company credit cards must be used where provided and in accordance with the Authority's Credit Card Policy.
  - iii. All authorized expenses must be properly documented by receipts and other supporting documents which clearly demonstrate the expenditure was for the benefit of the Authority.
- b. Travel Expenses. Expenses for authorized travel, including local mileage, will be reimbursed in accordance with Florida Statute 112.061.
- c. Mobile Phone Allowance. At the discretion of the Executive Director, employees who have a substantial business reason to regularly use their personal mobile phone for work purposes shall receive an allowance of \$45 per month. Substantial business reasons include the Authority's: 1) need to contact the Employee at all times for work-related emergencies; 2) requirement that the employee be available to communicate with clients at times when the employee is away from the office; and 3) need to communicate with clients located in other time zones at times outside the employee's normal workday. All employees must retain electronic or printed copies of all work-related communications such as text messages in accordance with the Authority's Records Retention Policy.

---

~~10.11.~~ **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 Executive Director and with the concurrence of the Board's Chair, or upon a motion passing upon the affirmative vote of a majority of the Board 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.

~~11.12.~~ **DISCIPLINE**

- a. The Executive Director 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 Executive Director has the authority to suspend the Employee immediately. The authority to administer all other disciplinary action requires the Executive Director 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 Counsel or the Board Chair.

1. The Executive Director 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 Executive Director 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 Executive Director 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 Executive Director 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 Executive Director 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 Executive Director with the concurrence of the Board's Chair. If a workplace situation necessitates the immediate removal of an Employee from the Work Area, the Executive Director may immediately suspend the Employee with notification to the Board and direct the Employee to report back to the Executive Director 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 Executive Director after obtaining the concurrence of the Board's Chair or upon a motion passing upon the affirmative vote of a majority of the Board 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 Executive Director 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 Executive Director).
      - 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;
      - 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 Executive Director);
  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 Executive Director and the 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.~~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 Executive Director, and the first step in resolving work related problems or dissatisfaction is always to attempt to resolve them with the Executive Director. If unsuccessful, and the Employee seeks to address the Board's Chair, the Employee will notify the Executive Director of the Employee's intent to continue the grievance process to the Board's Chair.
  - i. The Employee will provide the Board's Chair a written description of the Employee's grievance.
  - ii. The Board'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 Board's Chair, the Employee will notify the Executive Director of the Employee's intent to continue the grievance process.

STATE OF FLORIDA  
COUNTY OF LEON

**INNOVATION PARK/TALLAHASSEE  
LEASE AGREEMENT**

THIS LEASE is made this **22nd day of July, 2019**, between the **LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**, of the County of Leon and State of Florida (hereinafter referred to as "Landlord") and **RECLAIM PHARMACEUTICAL WASTE MANAGEMENT LLC DBA QUARRY BIO** (hereinafter referred to as "Tenant").

**WITNESSETH:**

That Landlord, for and in consideration of the rents and other sums to be paid to Landlord by Tenant and the mutual covenants and agreements hereinafter mentioned to be kept and performed by Tenant, has demised and leased to Tenant, for the term and under the conditions hereinafter set out, those certain premises:

Lab 1-Area 1, Lab 2, and Lab3, as further described in Exhibit A herein, comprising approximately 1,070 square feet in the Collins Building ("Building") located at 2051 East Paul Dirac Drive in Innovation Park/Tallahassee, Florida ("Leased Premises").

**I. TERM**

TO HAVE AND TO HOLD the above described Leased Premises for a **three (3) year term** commencing on the **22nd day of July, 2019** ("Effective Date") to and including **the 31st day of July, 2022**.

**II. RENTAL RATE**

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the above described Leased Premises for the term set out in this lease, and the Tenant agrees to pay in advance and in full on the first day of each month, without notice or demand, the sum of One Thousand Five Hundred Fifteen and 83/100 Dollars **(\$1,515.83)** per month, plus applicable sales tax, (currently 7.2% or **\$109.14**), totaling **\$1,624.97** for the term described in Article I of this lease. Any and all Common Area Maintenance Fees, janitorial services and utilities (not including telephone and data communications) are included in Tenant's rental payment. In the event the Effective Date does not fall on the first day of the month, the monthly rental shall be prorated based on the days remaining in that month.

**III. TELEPHONE AND DATA COMMUNICATIONS SERVICES**

Tenant shall directly pay to the applicable service provider all charges for telephone and data communications assessed against or incurred in connection with the Leased Premises throughout the term set out in this lease.

**IV. TAXES AND INSURANCE**

- (a) Tenant shall be responsible for the payment of all lawful taxes, assessments and charges at any time levied or assessed against or with respect to the demised premises or rental payments with respect to the lease. In the event the Building is assessed ad valorem taxes, Tenant shall pay its pro rata share of the ad valorem taxes based on the square footage Tenant occupies in the Building divided by the rentable square footage of the Building.
- (b) Tenant, at its sole cost, shall obtain comprehensive general public liability and property damage insurance for the Leased Premises with combined single limits of not less than \$500,000.00 with insurance companies authorized to do business in the State of Florida and satisfactory to

Landlord, with Landlord and its agents named as an additional insured and with provisions prohibiting the modification or cancellation of such insurance without at least thirty (10) days prior written notice to Landlord. Tenant shall deliver said policies or certificates thereof to Landlord upon the execution of this Lease and thereafter renewal policies or certificates shall be delivered to Landlord not less than fifteen (15) days prior to the expiration of the policies of insurance. If Tenant fails to comply with this paragraph, Landlord may either (1) obtain such insurance for Tenant and the premiums shall be paid by Tenant to Landlord as additional rent with the next installment of rent, or (2) declare such failure to be an event of default under Lease.

- (c) Landlord shall pay fire insurance premiums on the Leased Premises. Landlord shall not be liable to carry fire insurance on the person or property of Tenant or any other person or property which may now or hereafter be placed in the Leased Premises.

#### **V. ALTERATIONS**

- (a) Tenant may not make any alterations in and to the Leased Premises during the term of this lease upon first having obtained the written consent of the Landlord. Landlord shall not unreasonably withhold the consent to any such alterations.
- (b) Any and all such alterations, additions and improvements approved by Landlord shall be made without cost to Landlord, shall be made in good and workmanlike manner, in conformity with such plans and specifications as Landlord may have required and approved, and in compliance with the requirements any lender financing and all applicable permits, authorizations, building and zoning laws, and all other laws, ordinances and regulations.

#### **VI. PROHIBITION AGAINST LIEN**

Neither Tenant nor Landlord shall suffer or permit any mechanics' or materialmen's lien or other liens to arise or to be filed against the leasehold interest in the premises nor any buildings or improvements on the leased premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the leased property or any part thereof.

#### **VII. INJURY OR DAMAGE TO PROPERTY ON PREMISES**

All property of any kind that may be on the Leased Premises during the continuance of this lease shall be the sole risk of Tenant, and except for any negligence of Landlord, Landlord shall not be liable to Tenant for loss or damage to the property. Tenant agrees to indemnify and hold Landlord and the State of Florida harmless from and against any and all claims and demands (except as may result from the negligence of Landlord, its employees, agents or representatives or of the State of Florida, its employees, agents or representatives) for and in connection with any death, accident or injury caused to any person, arising out of the business conducted by Tenant in Innovation Park/Tallahassee, or occurring in, on or about the Leased Premises, or arising from any act or omission of Tenant, its contractors or subcontractors, sublessees, licensees, guests, invitees, servants, agents, employees or representatives, and from and against any and all costs, expenses and liabilities incurred in connection with any claim or proceeding brought thereon.

Tenant, on its behalf and any of its contractors or subcontractors, sublessees, licensees, guests, invitees, servants, agents, employees or representatives, hereby releases, acquits and forever discharges Landlord and the State of Florida from any and all known causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature (including legal expenses) which Tenant or its invitees now has or may ever have resulting from the use of the Leased Premises or arising out of or related to this Lease Agreement.



### **VIII. FIRE AND OTHER HAZARDS**

- (a) In the event that the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Landlord at its option may forthwith repair the damage to the Leased Premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and Landlord will immediately refund the pro rata part of any rentals or common area maintenance fees paid in advance by Tenant prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by Tenant, then the rental and common area maintenance fees shall abate to the extent that the injured or damaged part bears to the whole of such Leased Premises and such injury or damage shall be restored by Landlord as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term. If Landlord is unable to repair the damage to the Leased Premises within forty-five (45) days of the casualty, Tenant shall have the right to terminate the lease.
- (b) Landlord shall be responsible for fire protection during the term of this lease in accordance with the fires safety standards of the State Fire Marshall. Landlord shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. Landlord agrees that the Leased Premises shall be available for inspection by the State Fire Marshall, prior to occupancy by Tenant, and at any reasonable time thereafter.
- (c) Landlord will provide a security system for controlled access to the building after normal business hours, and will provide the tenant key fobs for employees. Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by criminal acts or entry by unauthorized persons into the Leased Premises or Building. Tenant hereby releases Landlord of and from any liability for criminal acts or entry by unauthorized persons into the Lease Premises or Building, regardless of any actions or precautions that Landlord may have taken to prevent the acts or entry of any such persons. Tenant should provide any and all security it deems necessary to protect its operations and equipment in the leased premises.

### **IX. EXPIRATION OF TERM**

At the expiration of the term, or upon the earlier termination, Tenant will peaceably yield up to Landlord the Leased Premises in good and tenantable repair. It is understood and agreed between the parties that Tenant shall, at the request of Landlord, remove from the Leased Premises all personal property of Tenant and any and all fixtures, machinery, equipment, including communications equipment, appurtenances and appliances placed or installed on the Leased Premises by it, and Tenant shall restore the Leased Premises to as good a state of repair as they were prior to the removal. In the event the Tenant fails to peaceably yield the Leased Premises to Landlord in accordance with this Article IX, and without prejudice to any additional remedy to which Landlord may be entitled and may undertake, Tenant shall be responsible for rent and fees set forth in this Lease Agreement for the period of time during which Tenant possesses the Leased Premises.

### **X. SUBLETTING AND ASSIGNMENT**

- (a) Tenant shall not have the right to sublet or assign all or any part of the Leased Premises except upon written consent by Landlord, which shall be determined in Landlord's sole and absolute discretion.
- (b) On any such sublease or assignment, the assignor of such leasehold interest shall not be released from liability for the performance of any covenants or other obligations to be performed under this lease on the part of Tenant. The sublessee or assignee of such leasehold interest shall expressly assume and be bound by and be liable for the performance of all of the provisions of this lease to be performed by Tenant from and after the effective date of such assignment, transfer or conveyance.

**XI. RADON GAS**

Landlord, pursuant to Section 404.056(5), Florida Statutes, provides the following notice to Tenant:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Each sublease or assignment by Tenant shall contain the radon notification required by Section 404.056(5), Florida Statutes.

**XII. WAIVER OF DEFAULTS**

The waiver by either party of any breach of this lease by the other party shall not be construed as waiver of any subsequent breach of any duty or covenant imposed by this lease.

**XIII. RIGHT OF LANDLORD TO INSPECT**

Landlord, at all reasonable times upon reasonable notice, may enter into and upon the Leased Premises for the purposes of viewing the same and for the purpose of making any such repairs as it may be required to make under the terms of this lease.

**XIV. ESTOPPEL CERTIFICATES**

Either party shall at any time and from time-to-time, upon not less than twenty (20) days prior written request by the other party, execute, acknowledge, and deliver to the requesting party a statement in writing certifying that this lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications); and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid or are due. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the Leased Premises of Tenant, or any prospective purchaser or assignee of Landlord, or any lender or prospective assignee of any lender on the security of the leasehold estate or any part thereof.

**XV. BREACH OF COVENANT**

These presents are upon this condition, that, except as provided in this lease, if Tenant shall neglect or fail to perform or observe any covenant herein contained, other than for the payment of rent, which on Tenant's part is to be performed, and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from Landlord to Tenant, or if Tenant fails to vacate the premises following forty five (45) days after receipt of written notice of termination from Landlord to Tenant, or if Tenant fails to pay rent as set forth in this Lease Agreement and after notice has been by Landlord to Tenant in accordance with Chapter 83, Florida Statutes, then Landlord lawfully may, immediately, or at any time thereafter, and without further notice or demand: commence an action for possession under Chapter 83, Florida Statutes, or any other civil action; OR, in accordance with Florida law, repossess the Leased Premises as their former estate and expel Tenant and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by Landlord for arrears of rent or for any breach of Tenant's covenants herein contained.

#### **XVI. ACKNOWLEDGMENT OF ASSIGNMENT**

Tenant, upon the request of Landlord, shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by Landlord to any third person, firm or corporation, provided that Landlord will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by Landlord.

#### **XVII. UNDERLYING LEASE**

Tenant acknowledges and agrees that this lease is a sublease and Tenant accepts this lease subject to all the terms and conditions of that certain lease agreement dated January 20, 1980, by and between the State of Florida, Board of Trustees of the Internal Improvement Trust Fund, and Landlord (the "Underlying Lease"). A copy of the Underlying Lease has been provided to Tenant prior to execution of this Lease Agreement and is by reference incorporated herein. In the event of the termination of the Underlying Lease, Tenant will upon demand of the successor to Landlord deal with such successor in the same manner as if such successor were the original Landlord hereunder. This lease is further subject to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the leased property.

#### **XVIII. USE OF PREMISES**

- (a) Tenant shall use the Leased Premises only for such purposes as set forth in Chapter 159, parts II and V, Florida Statutes, as well as any other applicable laws, Ordinances of the City of Tallahassee and/or Leon County, now or hereinafter made, as may be applicable to Tenant. Tenant's use and occupancy of the Leased Premises is expressly subject to the Protective Covenants of Innovation Park/Tallahassee dated February 10, 1981 recorded February 10, 1981 in Official Records Book 984, Page 2269, public records of Leon County, Florida, which covenants as they may be amended from time-to-time, are made a part hereof by reference, and any violation of the covenants shall be a default by Tenant under this lease. Tenant has represented and Landlord has approved use of the Leased Premises for **wet lab research, development and operations activities**.
- (b) Tenant's use of the Leased premises shall not create levels of noise, smoke or particulate matter so as to cause a nuisance to Landlord or others near the Leased Premises. Any and all laboratories Tenant intends to use in the Leased Premises shall conform to federal, state and/or local safety standards, including but not limited to applicable OSHA standards.
- (c) Tenant's use of the Leased Premises shall be subject to any rules adopted by Innovation Park/Tallahassee.

#### **XIX. RENEWAL**

- (a) Upon mutual agreement of the parties and provided Tenant is not in default of this Lease Agreement, Tenant may renew this lease for **Two (2) additional one year terms** upon the same terms and conditions except rent which shall be increased to **\$18.50 per square foot** for the first renewal year, **and \$19.25 per square foot** for the second renewal year. If Tenant desires to renew this lease under the provisions of this Article, it shall give Landlord written notice thereof at least one (1) month prior to the expiration of the term provided in Article I of this lease or any applicable renewal period.

#### **XX. TIME IS OF THE ESSENCE**

Time is of the essence of this lease, and of each provision.

#### **XXI. SUCCESSORS IN INTEREST**

Each and all of the covenants, conditions and restrictions in this lease shall inure to the benefit of and shall be binding upon the parties and the successors in interest of Landlord, and subject to the restrictions in this lease, the authorized lienors, assignees, transferees, subtenants, licensees and heirs, personal representatives and successors in interest of Tenant.

## **XXII. ENTIRE AGREEMENT**

This lease contains the entire agreements of the parties with respect to the matters covered by this lease, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this lease shall be binding or valid.

## **XXIII. PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

## **XXIV. RELATIONSHIP OF PARTIES**

Nothing contained in this lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provisions contained in this lease nor any acts of the parties shall be deemed to create any relationship between Landlord and Tenant, other than the relationship of Landlord and Tenant.

## **XXV. MODIFICATIONS**

This lease is not subject to modifications except in writing signed by Landlord and Tenant.

## **XXVI. NOTICES**

All rent and other amounts payable, notices, demands, or requests from Tenant to Landlord shall be given Landlord at: **1736 W. Paul Dirac Drive, Tallahassee, Florida 32310, [rmiller@inn-park.com](mailto:rmiller@inn-park.com)**. All notices, demands or requests from Landlord to Tenant shall be given to the Tenant at: **2424 Hays Mill Road, Tallahassee, Florida 32301, [@eric.graban@reclaim-rx.com](mailto:@eric.graban@reclaim-rx.com)**. Each party shall have the right, from time-to-time, to designate a different address by notice given in conformity with this Article. Notice shall be deemed to have been given upon the deposit of same in the United States Mail, postage prepaid, registered or certified, return receipt requested, addressed as herein required or by electronic mail at the addresses identified herein.

## **XXVII. CONTROLLING LAW AND FORUM**

This Lease Agreement shall be construed under the laws of Florida. Landlord and Tenant agree that any in the event either Landlord or Tenant brings any action or proceeding for damages for an alleged breach of any provision of this Lease, to recover rents, or to enforce, protect or establish any right or remedy of either party, said action shall be brought in a court of competent jurisdiction in Leon County, Florida, and that venue for any such action is proper only in Leon County, Florida.

## **XXVIII. ATTORNEYS' FEES**

In the event either Landlord or Tenant shall bring any action or proceeding for damages for an alleged breach of any provision of this Lease, to recover rents, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as part of such action or proceeding reasonable attorneys' fees and court costs.

## **XXIX. SECURITY DEPOSIT**

Tenant shall deposit with Landlord on the signing of this lease the sum of **\$1,515.83** as security deposit for the performance of Tenant's obligations under this lease, including without limitation, the surrender of possession of the premises to Landlord as herein provided. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this lease. The security deposit, if not applied toward the payment of rent in arrears or

toward the payment of damages suffered by Landlord by reason of Tenant's breach of the covenants, conditions, and agreements of this Lease, is to be returned to Tenant without interest following the expiration or earlier termination of this Lease, and the vacation of the leased premises by Tenant.

### **XXX. USE OF COMMON AREAS**

The use and occupancy by Tenant of the Leased Premises shall include the use in common with others entitled to the use of the common areas, kitchen, conference areas, employee parking areas, service roads, sidewalks and customer parking areas located from time to time within the Building (collectively referred to as the "Common Areas") provided however, the use of the Common Areas by Tenant shall be subject at all times to the regulations that may be adopted from time to time by Landlord, and the location of the Common Areas may be changed by Landlord within Landlord's sole discretion.

### **XXXI. SPECIAL STIPULATIONS**

- (a) Landlord shall provide for the repair and ongoing maintenance of the fume hood in Lab 2 and related exhaust system, and RO or DI water system, but excluding any supply items or repairs due to the negligence of the Tenant.
- (b) Landlord shall fill trench drains and replace lab flooring.
- (c) Tenant shall be responsible for the cost of any additional power requirements and associated wiring. Landlord makes no representations regarding, and Tenant shall be responsible for determining, the suitability of any special power requirements and connections for Tenant provided equipment.
- (d) In the event electric utility demand increases disproportionately to other building uses, Landlord and Tenant shall negotiate in good faith an excess usage charge to be paid by Tenant, together with all sales tax due thereon, monthly on demand of the Landlord. In no event will Landlord be liable for damages resulting from the failure to provide any additional electric utility that Tenant may require, and any interruption or failure will in no manner constitute an eviction or entitle Tenant to abatement of any rent due under this Lease.
- (e) Tenant shall be responsible for the secure storage of all its personal property, and Landlord shall have no responsibility for Tenant's personal property in private or shared lab spaces.
- (f) Subject to availability, Tenant may be provided basic internet access for \$30 per month. Landlord may increase this rate in the event its costs to provide access increases.

### **XXXII. DISPUTE RESOLUTION**

In the event Tenant has a complaint regarding the Leased Premises or this Lease Agreement, Tenant should notify the property manager, as designated by the Landlord, in writing via electronic mail. If the property manager fails to resolve the complaint after 14 days of receiving notice of same, Tenant shall be entitled to notify the executive director, in writing via electronic mail. If the executive director fails to resolve the complaint after 14 days of receiving notice of same, Tenant shall be entitled to notify the Chair of the Board of Governors of the Landlord for final resolution, which shall be determined in the sole and absolute discretion of the Chair of the Board of Governors of the Landlord.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their signatures as of the date first written above.

\_\_\_\_\_  
Witness as to Tenant

**RECLAIM PHARMACEUTICAL WASTE  
MANAGEMENT LLC DBA QUARRY BIO**

\_\_\_\_\_  
(Type or print name of witness)

\_\_\_\_\_  
Witness as to Tenant

By: \_\_\_\_\_  
Eric Graban, CEO

\_\_\_\_\_  
(Type or print name of witness)

\_\_\_\_\_  
Witness as to Authority

**LEON COUNTY RESEARCH AND  
DEVELOPMENT AUTHORITY**

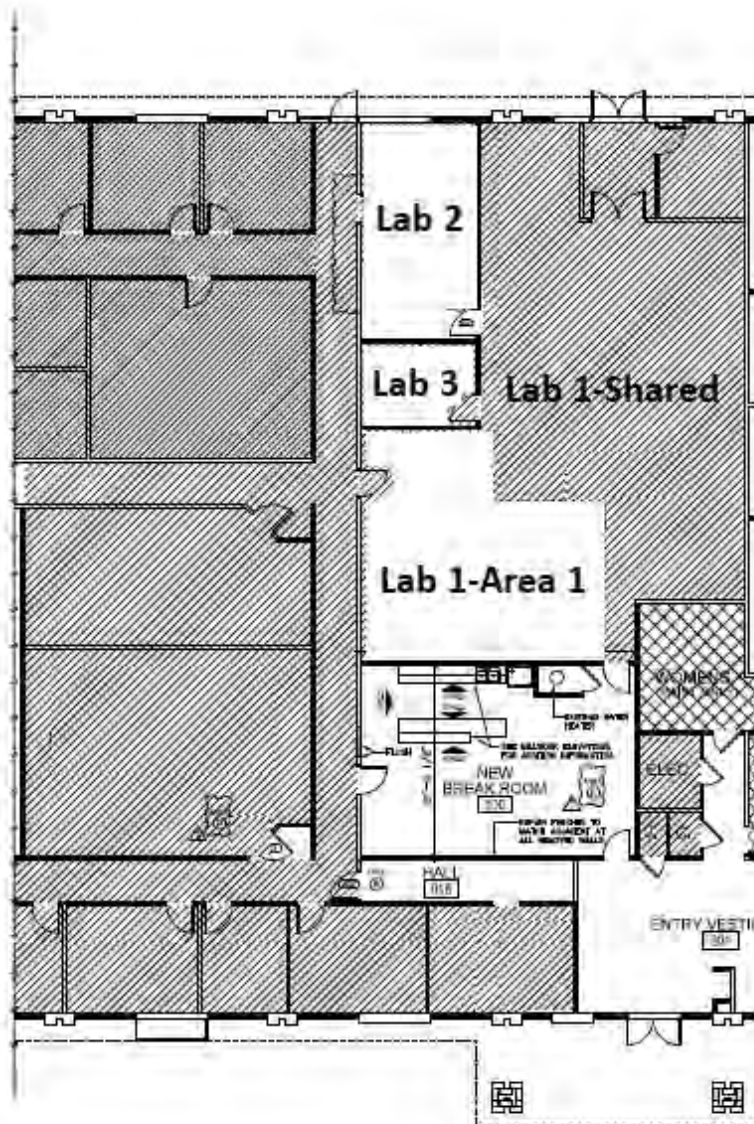
\_\_\_\_\_  
(Type or print name of witness)

\_\_\_\_\_  
Witness as to Authority

By: \_\_\_\_\_  
Ronald J. Miller, Jr., Executive Director

\_\_\_\_\_  
(Type or print name of witness)

Exhibit A-Floor Plan



**PARTIAL FLOOR PLAN**

THE LEROY COLLINS BUILDING  
2051 EAST PAUL DIRAC DRIVE

## **GUARANTY**

This Guaranty (the “Guaranty”) is made as of the 22nd day of July, 2019, by Brent Loeffers (“Guarantor”) whose address is 9814 Tailwater Drive, Bloomington, IN 47401, and Leon County Research and Development Authority, whose address is 1736 W. Paul Dirac Drive, Tallahassee, Florida 32310 (“Landlord”).

1. Lease. The “Lease” shall mean that certain Lease dated July 22, 2019, by and between Landlord and Reclaim Pharmaceutical Waste Management LLC DBA QuarryBio, a Florida Foreign corporation (“Tenant”) for Lab Space comprising 1070 square feet in the Collins Building located at 2051 E. Paul Dirac Drive in Innovation Park, Tallahassee, Florida, as more particularly defined in the Lease, and all extensions, renewals, amendments, supplements or modifications thereto.

2. Purpose and Consideration. The execution and delivery of this Guaranty by Guarantor is a condition to Landlord's entering into the Lease with Tenant and is made to induce Landlord to enter into the Lease. Guarantor is a stockholder, partner, member, manager, officer or director or affiliate of Tenant.

3. Guaranty. Guarantor hereby absolutely, unconditionally and irrevocably, guarantees the performance by and the obligation of the Tenant under the Lease.

4. Guaranty is Independent. The obligations of Guarantor hereunder are independent of the obligations of Tenant, and Guarantor expressly agrees that a separate action or actions may be brought and prosecuted against Guarantor whether or not any action is brought against Tenant and whether or not Tenant is joined in any action against Guarantor and that Landlord may pursue any rights or remedies it has under the Lease and under this Guaranty in any order or simultaneously or in any other manner.

5. Authorizations to Landlord. Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (i) change, amend, modify or alter any of the terms, covenants, agreements, or conditions contained in the Lease; (ii) extend or renew the Lease; (iii) change, renew, compromise, extend, accelerate or otherwise change the time for payment of any amounts payable under the Lease; (iv) consent to any assignment, sublease, pledge or transfer of the Lease by Tenant or of Tenant's interest in the Premises; (v) release Tenant and substitute any one or more parties as Tenants or sublessees under the Lease; (vi) waive or fail to take action with respect to any default by Tenant under the Lease; and (vii) waive or fail to take action with respect to any remedy under the Lease.

6. Application of Payments Received by Landlord. Any sums of money that Landlord receives from or on behalf of Tenant may be applied by Landlord to reduce any indebtedness of Tenant to Landlord as Landlord, in its sole discretion, deems appropriate.

7. Waiver by Guarantor. Guarantor hereby waives (i) any right to require Landlord to proceed against, give notice to or make demand upon Tenant; (ii) any right to require Landlord to pursue any remedy of Landlord; (iii) any right to participate in or to direct the application of any security held by Landlord; and (iv) any defense arising out of any disability or other defense of Tenant, including cessation, impairment, modification, or limitation, from any cause, of liability of Tenant or of any remedy for the enforcement of such liability.



8. Subordination by Guarantors. Guarantor hereby agrees that any indebtedness of Tenant to Guarantor, whether now existing or hereafter created, shall be subordinated to any indebtedness of Tenant to Landlord.

9. Notices and Demands. All notices and demands under this Guaranty shall be in writing to the address of the party reflected above and shall be deemed properly given and received when actually given and received three (3) business days after mailing, (i) if sent by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the party to receive the notice or demand at the address set forth for such party in the first paragraph of this Guaranty or at such other address as either party may notify the other in writing or (ii) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such party's address.

10. Attorney's Fees. If there is any litigation regarding the performance of any of obligations under this Guaranty, the unsuccessful party in such litigation by final order, decree or judgment of a court of competent jurisdiction shall reimburse the successful party for all reasonable legal, collection and attorneys' fees and expenses incurred by such successful party in connection with obtaining such final order, decree or judgment.

11. Binding Effect. This Guaranty shall be binding upon Guarantor and its heirs, personal representatives, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns.

12. Severability. If any provision of this Guaranty shall be held invalid or unenforceable, the remainder of this Guaranty shall not be affected thereby and there shall be deemed substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.

13. Governing Law. This Guaranty shall be interpreted under and enforced according to the laws of the State of Florida.

14. Captions for Convenience. The headings and captions hereof are for convenience only and shall be not considered in interpreting the provisions hereof.

15. Capitalized Terms. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Lease.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed under seal the day and year first above written.

By: \_\_\_\_\_  
Brent Leiffers

Date: \_\_\_\_\_

("Guarantor")

Collins Building Repairs & Equipment Budget

7/15/2019

	Used	New	Budget
Flooring & Trench	n/a	11,270.00	11,270.00
Fume Hoods (1 of 2)	6,000.00	12,000.00	12,000.00
Reverse Osmosis System	n/a	400.00	400.00
Distilled Water System	900.00	3,500.00	900.00
Total	6,900.00	27,170.00	24,570.00