

**Leon County Research and Development Authority  
Board of Governors Meeting**

Collins Building  
2051 East Paul Dirac Drive  
Tallahassee, FL 32310

April 1, 2021  
11:00am to 1:30pm

**Agenda**

*The meeting will be live streamed on our Facebook page at: <https://www.facebook.com/InnovationParkTLH>. Due to the ongoing Coronavirus/COVID-19 pandemic, anyone wishing to address the Committee may appear in person (attendance in the room may be limited) or submit written comments by 9:00am the day before the scheduled meeting date so that the comments can be distributed to the committee members. Comments submitted after this time (up to the time of the meeting) will be accepted and included in the official record of the meeting. Email comments to: [publicinput@inn-park.com](mailto:publicinput@inn-park.com) and reference the meeting title and date in the subject line. Include your name and contact information. All times are approximate.*

1. Call to Order

2. Introduction of Guests

3. Approval of Participation by Electronic Means

*In accordance with the Bylaws, there being a quorum of members present in person, the members of the Board present in person are required to approve participation by those participating via Electronic Means acknowledging that the COVID-19 pandemic constitutes extraordinary circumstances.*

4. Modifications to the Agenda

5. Public Comment

*Any public comment received prior to the meeting will be provided to the Board members in addition to any in-person public comment.*

6. Approval of Draft Meeting Minutes, February 4, 2021 (Attachment A)

7. Consent Agenda

a. Treasurer's Report (Attachment B)

b. Monthly Financial Reports

i. January 2021 Link: <https://innovation-park.com/wp-content/uploads/2021/02/01.21-Monthly-Report-Innovation-Park.pdf>

ii. February 2021 Link: <https://innovation-park.com/wp-content/uploads/2021/03/02.21-Monthly-Report-Innovation-Park.pdf>

c. Investment Reports (Attachments C1 and C2)

i. January 2021

ii. February 2021

d. Audit Committee Report (Attachment D)

e. Investment Advisory Committee Report (Attachment E)

f. NFIL Oversight Committee Report (*Attachments F1 and F2*)

--- END CONSENT AGENDA ---

8. MagCorp Presentation

MagLab Director, Greg Boebinger, and MagCorp President, Jeff Whalen will discuss their 5-year agreement to match discoveries by scientists in the lab with industries in need of these advancements. Cristina Paredes will discuss the impact of this agreement and its relationship to the Office of Economic Vitality's Strategic Plan.

9. North Florida Innovation Labs (NFIL)

a. NFIL Director Position Status—Executive Director

b. Emergency Situation Authorization Ratification (*Attachment G1*)

*As further described in the attached memo, the Chair requests ratification of her emergency authorization to waive the Personnel Policy 11-01 advertising and posting requirements in order to pursue potentially hiring a previously vetted candidate for the Director North Florida Innovation Labs position.*

c. NFIL Facility Development Status Update—Executive Director

d. Construction Bank Account Resolution (*Attachment G2*)

*Staff requests approval of the attached resolution establishing a bank account for the purpose of segregating transactions related to the receipt of funding and the payment of construction related expenses for NFIL. This approval includes the authorization for the Executive Director to complete ACH forms necessary for electronic receipt of funds and payments to vendors.*

10. Landscaping and Grounds Services Agreement (*Attachments H1 and H2*)

*Staff requests approval of its recommendation to award IBR20-01 to Heinz Brothers Outdoor Services, Inc. (d/b/a Heinz Nurseries), along with the attached one-year agreement effective May 1, 2021. Also attached is a summary of bids received.*

11. NAI Talcor Property Management and Accounting Services Agreement Extension (*Attachment I*)

*Staff requests approval of the attached amendment to the Property Management and Accounting Services agreement to extend the term of the contract for one-year with no increase to the management fee. The current agreement is due to expire on September 30, 2021 and provides that the term may be extended for additional one-year terms by mutual agreement of the parties.*

12. Audited Financial Statements for Fiscal Year 2019-20

(*Attachments J1 link: [Financial Statements](#) and J2 link: [Report to Those Charged with Governance](#)*)

*The Audit Committee recommends and requests approval of the Fiscal Year 2019-20 Audited Financial Statements. Auditors Thomas Howell Ferguson issued an unmodified opinion with the report, and noted no irregularities, errors, or recommendations in its report on internal controls, report on compliance with local government investment policies, management letter or the attached Auditor's Communication with Those Charged with Governance.*

13. Financial Forecast Update (*Attachment K-will be provided as a supplement*)—Executive Director

14. Chair's Report
  - a. Compensation Committee
15. Staff Reports
  - a. Executive Director (*Attachment L1*)
  - b. Director of Marketing & Engagement (*Attachment L2*)
  - c. Property Manager (*Attachment L3*)
16. New Business
17. Adjourn

*UPCOMING MEETINGS AND EVENTS*

**TechTopics**

Tuesday, April 20, 2021  
11:00am – 12:00pm

**Board of Governors Meeting**

Tuesday, June 1, 2021  
11:00am – 1:30pm

**Executive Committee Meeting**

Tuesday, May 18, 2021  
11:00am – 1:00pm

**TechTopics**

Tuesday, June 15, 2021  
11:00am – 12:00pm

**Leon County Research and Development Authority  
Board of Governors Meeting**  
Collins Building  
2051 East Paul Dirac Drive  
Tallahassee, FL 32310

February 4, 2021  
11:00am to 1:30pm

**DRAFT Minutes**

**Members in Attendance in Person:** Kimberly Moore, Tom Allen, Keith Bowers, Kristin Dozier, Kevin Graham, Anne Longman, Dave Ramsay.

**Members in Attendance Virtually:** Ray Bye, John Dailey, Sonjoy Goswami, Eric Holmes, Shawnta Friday-Stroud.

**Members Not in Attendance:** None.

**Guests:** Cristina Paredes, Drew Dietrich, Kevin Gehrke, Office of Economic Vitality; Steven Jast, Research on Investment; Mary Jo Spector, FSU Research Facilities Design, Construction, and Maintenance; Cam Whitlock, Architects Lewis+Whitlock; Melissa VanSickle, Nelson Mullins Broad & Cassel; Stephanie Shoulet, NAI Talcor; Ron Miller, Michael Tentnowski, Naomi Molina, Peggy Bielby, LCRDA Staff.

**1. Call to Order**

Chair Kimberly Moore called the meeting to order at 11:03am.

**2. Introduction of Guests**

All present introduced themselves.

**3. Approval of Participation by Electronic Means**

In accordance with the Bylaws, there being a quorum of members present in person, the members of the Board present in person are required to approve participation by those participating via Electronic Means acknowledging that the COVID-19 pandemic constitutes extraordinary circumstances.

*Anne Longman offered a motion to approve participation by electronic means. Dave Ramsay seconded the motion which passed unanimously.*

**4. Modifications to the Agenda**

Ron Miller asked that consideration of the North Florida Innovation Labs Oversight Committee Charter, provided as a supplement, be added to the agenda following Item 10.

**5. Public Comment**

None.

**6. Office of Economic Vitality (OEV) and Research on Investments (ROI)**

OEV Director Cristina Paredes, and ROI provided an update to the Board on recruitment activities and opportunities to collaborate with the Authority.

**7. Approval of Draft Meeting Minutes, December 1, 2020 and December 18, 2020**

*Kristin Dozier offered a motion to approve the meeting minutes. Tom Allen seconded the motion which passed unanimously.*

**8. Consent Agenda**

- a. Treasurer's Report
- b. Monthly Financial Reports
  - i. November 2020
  - ii. December 2020
- c. Investment Reports
  - i. November 2020
  - ii. December 2020
- d. RFQ 20-01 Architectural/Engineering Professional Services RFQ 20-01 Evaluation Committee Reports
  - i. December 11, 2020
  - ii. December 17, 2020

*Kevin Graham offered a motion to approve the consent agenda items. Tom Allen seconded the motion which passed unanimously.*

**9. Office of Economic Vitality (“OEV”) Memorandum of Understanding (“MOU”)**

Staff requests approval of the attached MOU reflecting OEV’s commitment of \$2,500,000 in matching funds for the Economic Development Administration (EDA) Grant for the design and construction of the North Florida Innovation Labs. The MOU is subject to approval by the Blueprint Intergovernmental Agency Board of Directors.

*Kristin Dozier offered a motion to approve the MOU. Ray Bye seconded the motion which passed unanimously.*

**10. RFQ 20-01 Architect Services Agreement**

The RFQ 20-01 selection committee (reports included on consent agenda) ranked Architects Lewis+Whitlock (“ALW”) as its 1<sup>st</sup> choice of firms to provide architect and engineering services for the design and construction of the North Florida Innovation Labs and directed staff to negotiate an agreement with ALW. The committee requests approval of its selection of ALW as its top ranked firm. Staff request approval of the attached agreement negotiated with ALW which is consistent with the RFQ, the project budget and the associated EDA funding requirements.

*Kristin Dozier offered a motion to approve the committee’s selection of ALW, and the agreement with ALW. Tom Allen seconded the motion which passed unanimously.*

**11. North Florida Innovation Labs Oversight Committee Charter**

Ron Miller explained that the draft committee charter will allow a three-member oversight committee to be delegated authority from the Board of Governors to make construction decisions as needed for design and construction that are time sensitive. The three committee members are all Board of Governor members and the meetings will be public. The committee will provide reports to the full Board.

*Dave Ramsay offered a motion to approve the committee charter. Anne Longman seconded the motion which passed unanimously.*

## **12. Florida Department of Transportation (“FDOT”) Phipps Building Lease Amendment**

The Board of Governors approved at its October 1, 2020 meeting the terms of an extension to the Authority’s lease with FDOT for the Phipps building. Staff requests approval of the attached amendment to the existing lease which reflects the agreed upon terms as well as adjustment to some maintenance related and other details to reflect the extended term beyond that contemplated in the original lease.

*Kevin Graham offered a motion to approve the lease amendment. Dave Ramsay seconded the motion which passed unanimously.*

## **13. Chair’s Report**

*Kimberly Moore noted the impressive amount of progress being made on multiple fronts for the Park in the past six months.*

## **14. Staff Reports**

### **a. Executive Director**

Ron Miller reported on the incubator construction progress, financial sustainability, community and public relations, and FAMU funding.

### **b. Director of Entrepreneurship**

Michael Tentnowski reported on the CRM research, new co-working member, EEP rebranding as TechForce, and updates on current incubator members.

### **c. Director of Marketing & Engagement**

Naomi Molina reported the next TechTopics will be held Feb. 16 and Apr. 20, 2021, TechForce rebranding, and Tallahassee magazine ad.

### **d. Property Manager**

Stephanie Shoulet reported on the deferred maintenance list items progress, including the two Fuqua elevators, paving, and the Knight Building deck repair, as well as other nonroutine maintenance.

## **15. New Business**

None.

## **16. Adjourn**

The meeting was adjourned at 1:13pm.

### *UPCOMING MEETINGS AND EVENTS*

#### **TechTopics**

Tuesday, February 16, 2021  
11:00am – 12:00pm

#### **Audit Committee Meeting**

Tuesday, February 23, 2021  
11:00am – 12:00pm

#### **Investment Advisory Committee Meeting**

Friday, February 26, 2021  
9:00am – 10:00am

#### **Executive Committee Meeting**

Tuesday, March 11, 2021  
9:00am – 11:00am

**Board of Governors Meeting**  
Thursday, April 1, 2021  
11:00am – 1:30pm

**TechTopics**  
Tuesday, April 20, 2021  
11:00am – 12:00pm

Leon County Research and Development Authority  
Treasurer's Report

Attachment B  
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April 1, 2021

The following is a summary of the more significant items relating to financial position, financial operations, and the budget:

**Note: Balances are prior to any GASB 68 or audit adjustments (if any)**

For the months ending	1/31/2021	2/28/2021
and the year-to-date through	2/28/2021	5 months thru

1) Balance Sheet

Changes for the month:	Increase/ (Decrease)	
	1/31/2021	2/28/2021
Operating cash <sup>1</sup>	\$ (12,248)	\$ (10,358)
Receivables <sup>1</sup>	\$ 10,043	\$ 14,919
Property	\$ -	\$ -
Accumulated depreciation and amortization	\$ (23,852)	\$ (23,852)
Investments	\$ 3,464	\$ 3,781
Total assets	\$ (24,152)	\$ (14,472)
Total liabilities <sup>2</sup>	\$ 22,486	\$ 26,482
Total capital	\$ (46,638)	\$ (40,954)

<sup>1</sup>. Normal working capital fluctuations

<sup>2</sup>. Prepaid rent and tenant security deposit

2) Income Statement

	YTD	Month	
	2/28/2021	1/31/2021	2/28/2021
Interest income	\$ 18,206	\$ 3,846	\$ 2,983
Net operating income (loss) <sup>1</sup> (before depreciation & amort.)	\$ (73,776)	\$ (22,786)	\$ (17,102)
Less: Depreciation & amort.	(119,261)	(23,852)	(23,852)
Net income (loss)	\$ (193,037)	\$ (46,638)	\$ (40,954)

<sup>1</sup>. 1/21 Professional and Accounting Fees (\$9.5k), painting (\$19k); 2/21 Carpet and painting (\$28.8k)

3) Cash Flow Statement

Operating Cash		
	1/31/2021	2/28/2021
Beginning balance	\$ 214,526	\$ 202,278
Net change	(12,248)	(10,358)
Ending balance	\$ 202,278	\$ 191,920

Operating cash is adequate to meet current cash disbursement needs.

Leon County Research and Development Authority  
Treasurer's Report

Attachment B  
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April 1, 2021

4) Budget Comparison Statement

a) Revenues:

Revenue Variances Year-to-Date thru: 2/28/2021	
Actual	\$ 391,896
Budgeted	496,092
Variance Favorable (Unfavorable)	<u>\$ (104,195)</u>

Variance breakdown:	
Rent	\$ 7,225
Interest income	(56)
Grant revenue <sup>1</sup>	(89,805)
TechForce and other program revenue	(2,500)
All other <sup>2</sup>	(19,059)
Variance Favorable (Unfavorable)	<u>\$ (104,195)</u>

<sup>1</sup>. Grant revenue not yet earned. Knight grant(\$35K) awarded and will be expended soon. Remaining \$55k with FAMU in discussion about how we can use the funds.

<sup>2</sup>. Operating expense reimbursement budgeted (\$26k) for FSU share of elevator refurb, but corresponding expense not yet incurred.

b) Operating Expenses (before Depreciation and Amortization):

Operating Expenses Year-to-Date thru: 2/28/2021	
Budgeted	\$ 664,263
Actual	465,672
Variance Favorable (Unfavorable)	<u>\$ 198,590</u>

Operating Expense Variances	Favorable/ (Unfavorable)
Year-to-Date thru: 2/28/2021	
Payroll	\$ 2,868
Utilities	1,439
Repairs/Maintenance <sup>1</sup>	173,627
Cleaning & Improvements <sup>2</sup>	(29,864)
Services	4,082
Property Administration <sup>3</sup>	46,438
Total Favorable (Unfavorable) Variance	<u>\$ 198,590</u>

<sup>1</sup>. Elevator refurb (\$72k) and parking lot resurface (\$96k) not yet completed

<sup>2</sup>. Morgan 2nd floor carpet and paint for new tenant 3 year lease + hallway (\$26k)

<sup>3</sup>. Not yet expended: Grants (\$35k), Auditing (\$2k), Program Expenses (\$3.8k) and Marketing expenses (4.3k)

Respectfully submitted,  
Sonjoy Goswami, Treasurer

## INVESTMENT PORTFOLIO

For period ending January 31, 2021

For the Month:

<u>SECURITY OWNED</u>	<u>BALANCE BOM</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOM</u>	<u>YIELD</u>
FL PRIME	\$ 1,373,077.44	\$ 201.07	\$ -	\$ -	\$ 1,373,278.51	0.172%
SPIA	2,354,429.08	3,622.99	-	-	2,358,052.07	1.812%
	<u>\$ 3,727,506.52</u>	<u>\$ 3,824.06</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,731,330.58</u>	<u>1.208%</u>

For the Fiscal Year Beginning October 1:

<u>SECURITY OWNED</u>	<u>BALANCE BOP</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOP</u>	<u>YIELD</u>
FL PRIME	\$ 1,372,274.96	\$ 1,003.55	\$ -	\$ -	\$ 1,373,278.51	0.217%
SPIA	2,343,976.79	14,075.28	-	-	2,358,052.07	1.782%
	<u>\$ 3,716,251.75</u>	<u>\$ 15,078.83</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,731,330.58</u>	<u>1.194%</u>

SPIA Available Balance (see security description for minimum balance requirements)

\$ 947,389.26

Investments Designated for Capital Projects

\$ 1,800,000.00

Undesignated Investments

\$ 1,931,330.58

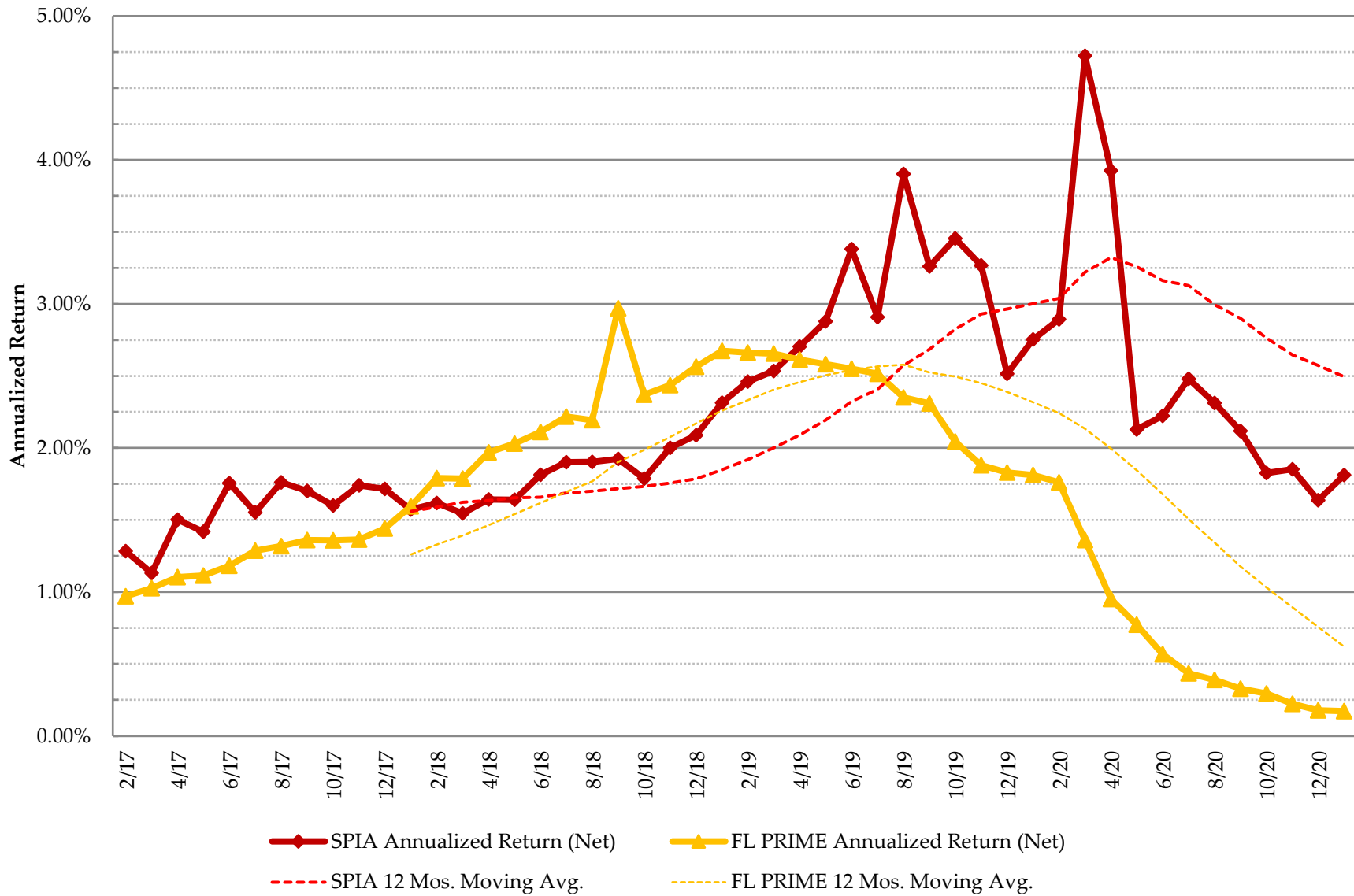
NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:

Note: Security descriptions shown on reverse

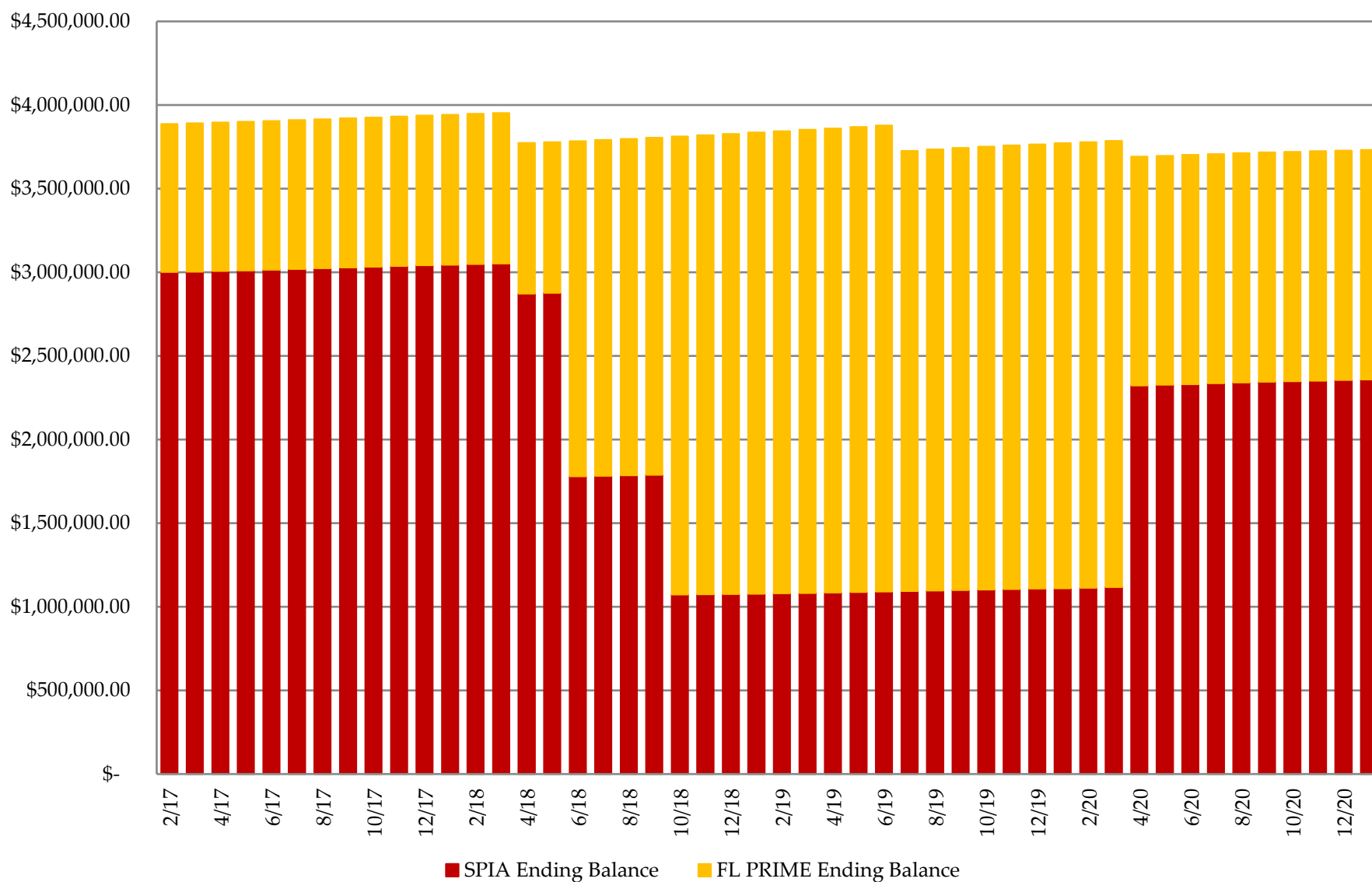
## **SECURITY DESCRIPTIONS:**

- FL PRIME - SBA Florida Prime - The Local Government Surplus Funds Trust Fund (Florida PRIME) was created by an Act of the Florida Legislature in 1977 and currently serves over 800 participants across the state. Invests exclusively in short-term, high-quality fixed-income securities rated in the highest short-term rating category by one or more nationally recognized statistical rating organizations, or securities of comparable quality. Seeks to maintain a \$1.00 value and maintain a weighted average maturity of 60 days or less, with the maximum maturity of any investment limited to 397 days. Rated AAAm by Standard & Poor's, the highest rating available for a local government investment pool. Complies with legislation that requires numerous operational and reporting enhancements, including restating investment objectives to emphasize safety, liquidity and competitive returns with minimization of risks; and providing for enhanced internal controls, transparency and communication. Federated Investors has managed the assets of Florida PRIME to the exact specifications of its investment policies since February 13, 2008.
- SPIA – Florida Treasury Special Purpose Investment Trust – The Florida State Treasury operates a special investment program for public entities other than the State. This program is authorized in Section 17.61(1), Florida Statutes and is called the Treasury Special Purpose Investment Account (SPIA). Component units of the State, Universities, or Colleges that are created by the Florida Constitution or Florida Statutes are eligible to invest in SPIA. Current non-component unit participants, like the Authority, are allowed to stay in the program with capped investment limits and a minimum balance equal to 60% of the previous 3 months average balance. Liquidations in excess of the minimum balance require 6 months' notice. SPIA funds are invested in the same portfolio as Treasury funds, so the pool of funds has a stable base of funds (over 85% of the funds are captive trust funds) not needed for immediate disbursement. These funds are invested in a combination of short-term liquid instruments and intermediate-term fixed income securities. This “barbell” investment strategy, along with incremental income produced by securities lending, has the ability to return higher yields than a typical money market fund. Participants have the ability to invest and obtain fund withdrawals same day with an 11:00 a.m. deadline for notifying the Treasury. The SPIA maintains a credit rating of A+f by Standard & Poor's.

## Leon County Research & Development Authority Investment Yield



## Leon County Research & Development Authority Investments Balances



## INVESTMENT PORTFOLIO

For period ending February 28, 2021

For the Month:

<u>SECURITY OWNED</u>	<u>BALANCE BOM</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOM</u>	<u>YIELD</u>
FL PRIME	\$ 1,373,278.51	\$ 157.61	\$ -	\$ -	\$ 1,373,436.12	0.150%
SPIA	2,358,052.07	2,807.11	-	-	2,360,859.18	1.552%
	<u>\$ 3,731,330.58</u>	<u>\$ 2,964.72</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,734,295.30</u>	<u>1.036%</u>

For the Fiscal Year Beginning October 1:

<u>SECURITY OWNED</u>	<u>BALANCE BOP</u>	<u>EARNINGS</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>	<u>BALANCE EOP</u>	<u>YIELD</u>
FL PRIME	\$ 1,372,274.96	\$ 1,161.16	\$ -	\$ -	\$ 1,373,436.12	0.204%
SPIA	2,343,976.79	16,882.39	-	-	2,360,859.18	1.735%
	<u>\$ 3,716,251.75</u>	<u>\$ 18,043.55</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,734,295.30</u>	<u>1.166%</u>

SPIA Available Balance (see security description for minimum balance requirements)

\$ 948,199.72

Investments Designated for Capital Projects

\$ 1,800,000.00

Undesignated Investments

\$ 1,934,295.30

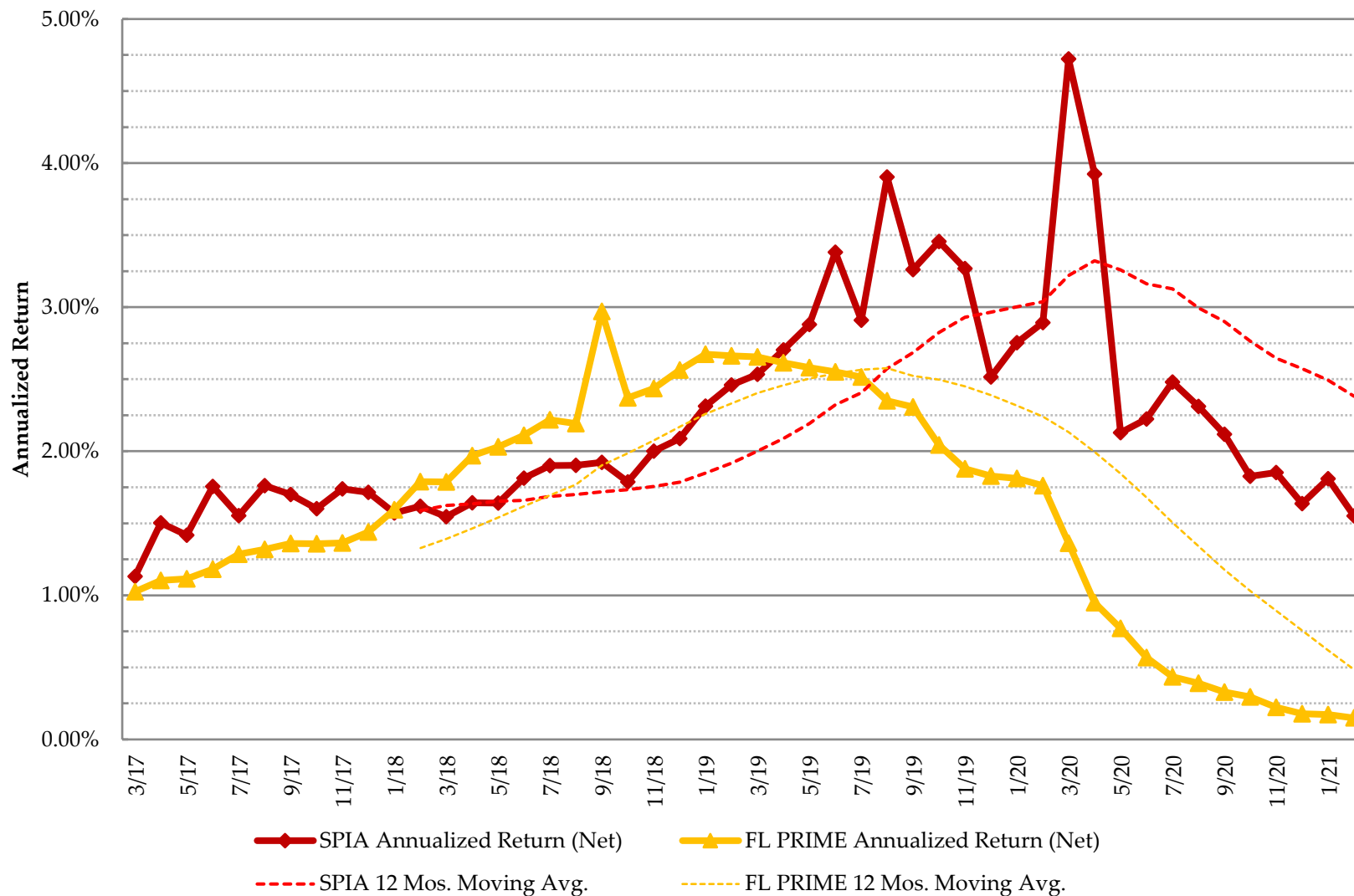
NOTABLE ADDITIONS OR DELETIONS TO ACCOUNTS:

Note: Security descriptions shown on reverse

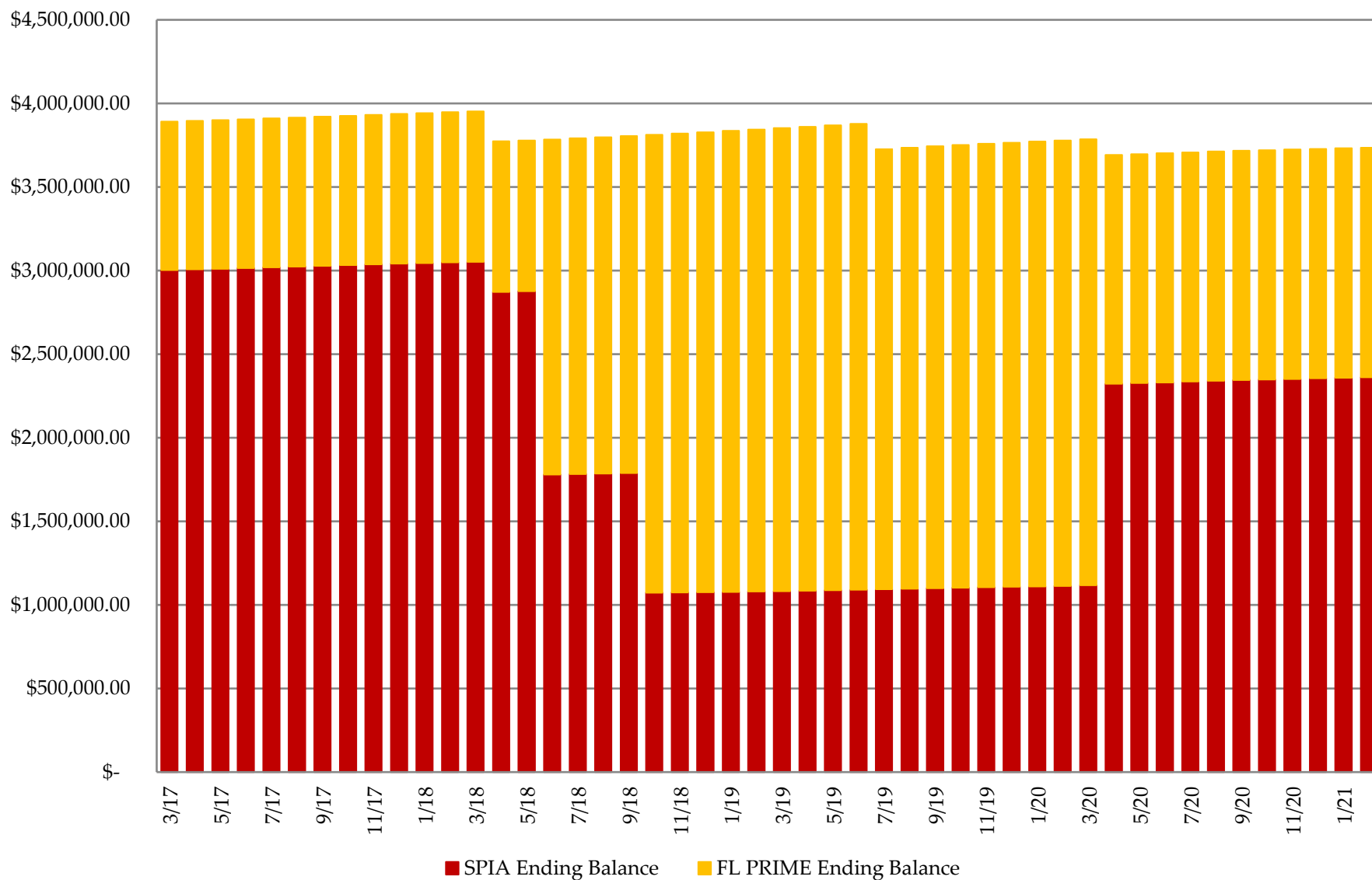
## **SECURITY DESCRIPTIONS:**

- FL PRIME - SBA Florida Prime - The Local Government Surplus Funds Trust Fund (Florida PRIME) was created by an Act of the Florida Legislature in 1977 and currently serves over 800 participants across the state. Invests exclusively in short-term, high-quality fixed-income securities rated in the highest short-term rating category by one or more nationally recognized statistical rating organizations, or securities of comparable quality. Seeks to maintain a \$1.00 value and maintain a weighted average maturity of 60 days or less, with the maximum maturity of any investment limited to 397 days. Rated AAAm by Standard & Poor's, the highest rating available for a local government investment pool. Complies with legislation that requires numerous operational and reporting enhancements, including restating investment objectives to emphasize safety, liquidity and competitive returns with minimization of risks; and providing for enhanced internal controls, transparency and communication. Federated Investors has managed the assets of Florida PRIME to the exact specifications of its investment policies since February 13, 2008.
- SPIA – Florida Treasury Special Purpose Investment Trust – The Florida State Treasury operates a special investment program for public entities other than the State. This program is authorized in Section 17.61(1), Florida Statutes and is called the Treasury Special Purpose Investment Account (SPIA). Component units of the State, Universities, or Colleges that are created by the Florida Constitution or Florida Statutes are eligible to invest in SPIA. Current non-component unit participants, like the Authority, are allowed to stay in the program with capped investment limits and a minimum balance equal to 60% of the previous 3 months average balance. Liquidations in excess of the minimum balance require 6 months' notice. SPIA funds are invested in the same portfolio as Treasury funds, so the pool of funds has a stable base of funds (over 85% of the funds are captive trust funds) not needed for immediate disbursement. These funds are invested in a combination of short-term liquid instruments and intermediate-term fixed income securities. This “barbell” investment strategy, along with incremental income produced by securities lending, has the ability to return higher yields than a typical money market fund. Participants have the ability to invest and obtain fund withdrawals same day with an 11:00 a.m. deadline for notifying the Treasury. The SPIA maintains a credit rating of A+f by Standard & Poor's.

## Leon County Research & Development Authority Investment Yield



## Leon County Research & Development Authority Investments Balances



**Leon County Research and Development Authority  
Audit Committee Meeting**  
Collins Building  
2051 East Paul Dirac Drive  
Tallahassee, Florida

February 23, 2021  
11:00am

**Report**

**Members in Attendance:** Dave Ramsay (Chair), Tom Allen, Kristin Dozier, Sonjoy Goswami, Eric Holmes (in person), Keith Bowers, Shawnta Friday-Stroud (via teleconference).

**Members Not in Attendance:** None.

**Guests:** Kristy Wicker (NAI Talcor); Allison Harrell (Thomas Howell Ferguson, CPA); Ron Miller, Peggy Bielby (LCRDA Staff).

**1. Call to Order**

Dave Ramsay called the meeting to order at 11:01am.

**2. Introduction of Guests**

All present introduced themselves.

**3. Approval of Participation by Electronic Means**

In accordance with the Bylaws, there being a quorum of members present in person, the members of the Board present in person are required to approve participation by those participating via Electronic Means acknowledging that the COVID-19 pandemic constitutes extraordinary circumstances.

*Eric Holmes offered a motion to approve participation by electronic means. Kristin Dozier seconded the motion which passed unanimously.*

**4. Agenda Modifications**

None.

**5. Public Comment**

None.

**6. Approval of the November 9, 2020, Audit Committee Meeting Minutes**

*Kristin Dozier offered a motion to approve the November 9, 2020 meeting minutes. Tom Allen seconded the motion which passed unanimously.*

**7. Audit Presentation and Discussion**

Allison Harrell reviewed the Draft Financial Statements and the Draft Report to Those Charged with Governance. She noted there were no difficulties or restrictions encountered in conducting the audit, no disagreements between management and the independent auditors in the preparation of the financial statements, no significant changes in financial reporting practices or the Authority's internal control systems, and that there were no recommendations by the Auditors for improvements in the financial policies, procedures, and practices of the Authority. The Auditors offered an UNMODIFIED OPINION, the highest level of assurance that can be given. She reviewed the Statements of Net Positions; Statements of Revenues, Expenses, and Changes of Net Position; Statements of Cash Flows; and the Notes to the Financial Statements and other Required Supplementary Information.

**8. Audited Financial Statements for Fiscal Year 2019-2020.**

Staff requests a recommendation to the Board for approval of the draft audit report for fiscal year 2019-20.

*Tom Allen offered a motion to recommend approval to the Board of Governors. Shawnta Friday-Stroud seconded the motion which passed unanimously.*

**9. New Business**

None.

**10. Adjourn**

The meeting adjourned at 11:29am.

**Leon County Research and Development Authority  
Investment Advisory Committee Meeting**

Collins Building  
2051 East Paul Dirac Drive  
Tallahassee, FL 32310

February 26, 2021  
9:00am

**Report**

**Members in Attendance:** Anne Longman Chair; Tom Allen, James Campbell, Mark Webb, Kimberly Wilder (nonvoting).

**Members Not in Attendance:** William Giudice.

**Guests:** Ron Miller, LCRDA Executive Director; Peggy Bielby, LCRDA Administrative Coordinator.

**1. Call to Order**

The meeting was called to order at 9:01am.

**2. Introduction of Members and Guests**

All present introduced themselves.

**3. Approval of Participation by Electronic Means**

In accordance with the Bylaws, there being a quorum of members present in person, the members of the Board present in person are required to approve participation by those participating via Electronic Means acknowledging that the COVID-19 pandemic constitutes extraordinary circumstances. No vote was needed as no voting members were participating via Electronic Means.

**4. Public Comment**

None.

**5. Approval of the Meeting Minutes: February 18, 2020**

*Mark Webb offered a motion to approve the February 18, 2020 meeting minutes. Jim Campbell seconded the motion which passed unanimously.*

**6. Executive Director Update**

Ron Miller provided a status update regarding park activities including the EDA Grant, North Florida Innovation Labs (NFIL) building project, Blueprint Gateway Project, MagCorp, and the Danfoss expansion project.

## **7. Annual Review of Investment Advisory Committee Charter**

The IAC Charter requires the committee review and assess the adequacy of the Investment Advisory Committee Charter annually requesting Board approval for proposed changes. Ron Miller provided an overview of the IAC Charter as revised February 18, 2020. The committee agreed no action was needed.

## **8. Annual Review of Investment Policy**

The IAC Charter requires the committee review the Authority's investment policy, objectives and guidelines, including risk tolerance, at least annually, presenting to the Board recommendations for any additions, deletions or modifications. The committee agreed no action was needed.

## **9. Investment Performance**

The committee reviewed the performance and investment yields of Florida PRIME (The Local Government Surplus Funds Trust Fund) and SPIA (Florida Treasury Special Purpose Investment Trust). Liquidity needs related to funding the NFIL project were also discussed, and current fund allocations determined to be appropriate. The committee asked how short-term financing for equipping the lab or other needs will be addressed. Ron Miller explained that borrowing funds on a short-term basis is an option.

## **10. Budget Review FY2020-2021**

Ron Miller reviewed the budget changes, including leasing changes and the deferred maintenance items being prioritized and addressed at the direction of the Board.

## **11. New Business**

None.

## **12. Adjourn**

The meeting was adjourned at 10:06am.

**Next Investment Advisory Committee Meeting:**  
TBD

**Leon County Research and Development Authority  
NFIL Oversight Committee Meeting**  
Collins Building Seminar Room  
2051 East Paul Dirac Drive  
Tallahassee, FL 32310

March 24, 2021  
8:00am to 10:00am

**Report**

**Members in Attendance:** Kristin Dozier (chair), Tom Allen, Kevin Graham

**Members Not in Attendance:** None.

**Guests:** Cam Whitlock, Architects Lewis + Whitlock; Ray Bye, LCRDA Board of Governors; Ron Miller, Peggy Bielby, LCRDA staff

**1. Call to Order**

The meeting was called to order at 8:04am.

**2. Introduction of Guests**

All present introduced themselves.

**3. Approval of Participation by Electronic Means (if needed)**

In accordance with the Bylaws, there being a quorum of members present in person, the members of the Board present in person are required to approve participation by those participating via Electronic Means acknowledging that the COVID-19 pandemic constitutes extraordinary circumstances. No vote was needed as no voting members were participating via Electronic Means.

**4. Modifications to the Agenda**

Ron Miller asked that Agenda Item 8, Project Update be moved up to follow the Agenda Item 5, Public Comment.

**5. Public Comment**

None.

**6. Project Update**

- a. Schedule Review
- b. Cash Flow Projection
- c. Facility Program

Cam Whitlock and Ron Miller reviewed the project schedule, cash flow projections, and programming plans. Cam Whitlock acknowledged that the building square footage is aggressive for the given budget but that they will create some alternatives and shell spaces that will allow adjustment while meeting the EDA grant requirements. The site topography may make a 2-story building preferable. Ron Miller reviewed the research done and adjustments made to the programming and space utilization. Ray Bye asked if Danfoss or other entities are being approached now to discuss and develop partnerships and additional funding support. Ron Miller noted the EDA grant funding is based on reimbursement and reviewed the budget and discussed options for any budget shortfall and the role of the new NFIL Director in pursuing funding. Cam Whitlock reviewed the permitting and bidding process and timeline.

**7. NFIL Oversight Committee Charter Review and Discussion**

The committee will review and discuss the committee charter and the roles and responsibilities of the committee members and staff.

**8. NFIL Oversight Committee Policies and Procedures** (*see attached*)

Staff requests approval of the attached policies and procedures for the oversight of the NFIL construction project, along with any committee recommended changes.

Tom Allen noted the likely need for this committee to meet frequently, and the committee acknowledged the public meeting notice and other requirements and suggested that a set meeting schedule be established. Ron Miller noted the policies and procedure provide that he and the Chair will develop a meeting schedule in advance of project milestones.

Ray Bye noted that invoices have a 30-day payment period, and that staff should seek approval of the committee chair prior to payment. The committee agreed that it felt comfortable with staff paying invoices that had been previously approved in the project budget and/or contracts without submittal to the committee chair but that this policy should be revisited in 60 days.

After discussion, the committee suggested four changes to the draft Policies and Procedures:

- Section 1) “Scope:” add “as defined in the Committee Charter approved by the Leon County R&D Authority Board of Governors (“Board”).”
- Section 2) a) “Oversight of Design and Construction:” add meeting schedule dates to be in advance of milestone deadlines.
- Section 4) b) “Payment of Invoices for the Development:” for invoices requiring Board Chair approval, change greater than \$10,000 invoice threshold to invoices “which include amounts not previously approved by the Committee in the project budget and/or a project related contract”.
- Section 4) e): Add “At each meeting of the committee, the ED shall provide an updated project cost report which includes, at a minimum, amounts invoiced and paid by contract and phase compared to amounts budgeted and/or contracted.”

*Kevin Graham offered a motion to approve the draft NFIL Oversight Committee Policies and Procedures as amended. Tom Allen seconded the motion which passed unanimously.*

**9. New Business**

None.

**10. Adjourn**

The meeting adjourned at 9:55am.

**Next NFIL Oversight Committee Meeting:**

TBD

Leon County R&D Authority  
North Florida Innovation Labs (“NFIL”) Oversight Committee  
Policies and Procedures

1) Scope:

The intent of this document is to define the policies and procedures necessary to fulfill the purpose of the NFIL Oversight Committee (“Committee”), as defined in the Committee Charter approved by the Leon County R&D Authority Board of Governors (“Board”), which is to:

- a) Exercise the authority of the Board to provide oversight of the design and construction of the NFIL Incubator (“Development”).
- b) Authorize any contracts, solicitations, or other documents such as permit applications, Owner’s Affidavits, regulatory filings, etc., necessary to complete the Development. Contracts authorized in writing by the Committee Chair shall be executed by the Board Chair.
- c) Oversee and direct staff involved in completing the Development.
- d) Authorize the payment of invoices for the Development.
- e) Delegate to staff any of the committee’s authority it finds necessary for the efficient and effective completion of the Development while maintaining appropriate controls.

2) Oversight of Design and Construction

- a) Working with the Committee Chair, the Executive Director (“ED”) shall draft for Committee approval a schedule of meeting dates in advance of milestone deadlines at which the Committee shall meet to provide its review and approval of Development steps taken by staff, hired consultants and contractors.
- b) Meetings of the Committee shall be held at the call of the Committee Chair.
- c) Meetings of the Committee shall be subject to Sunshine Law including public notice requirements.
- d) Non-committee members of the Board of Governors of the Authority shall be invited to attend meetings but will not be voting members.
- e) Actions taken by the Committee shall be reported to the full Board.

3) Authorization of Contracts, Solicitations, or Other Documents

a) Solicitations

- i) Staff shall follow current Purchasing Policy 11-03 (“PP11-03”) regarding any solicitations, as well as any grant requirements. The Committee may exercise the authority of the Board to review and approve any solicitations that PP11-03 requires.

b) Contracts

- i) For contracts requiring Board approval by PP11-03, staff will negotiate all contracts consistent with approved solicitations, and present to the Committee for its review and approval.
- ii) The Committee Chair shall sign a resolution indicating approval of any contract by the Committee. The resolution shall be forwarded with the contract to the Board Chair for contract signature.

c) Other Documents

- i) The Committee delegates to the ED the authority to execute documents necessary for permitting, Owner’s Affidavits, regulatory filings, and other documents typically necessary in the ordinary course of business required to complete the Development that is not a solicitation or contract and does not change the Authority’s ownership rights in its property.

Leon County R&D Authority  
North Florida Innovation Labs (“NFIL”) Oversight Committee  
Policies and Procedures

- ii) Upon execution of Other Documents, the ED shall immediately email an electronic copy to members of the Committee.
- 4) Payment of invoices for the Development
- a) The ED shall review and approve all invoices for payment and indicate so by signing and dating the face of the invoice.
  - b) For invoices which include amounts not previously approved by the Committee in the project budget and/or a project related contract, an electronic copy of the approved invoice shall be submitted via email to the Committee Chair along with an updated budget vs. actual report reflecting the invoices to be paid. The Committee Chair shall indicate approval via email to the ED and the Talcot Director of Property Management Accounting (“Controller”).
  - c) Where the vendor agrees, approved invoices shall be paid via ACH from the NFIL Construction Account (*ACH authorization process TBD with the bank and vendor*).
  - d) Where it is not possible to pay via ACH, checks shall be paid from the NFIL Construction Account and signed consistent with the requirements of the current “Internal Controls and Accounting Policy”.
  - e) At each meeting of the committee, the ED shall provide an updated project cost report which includes, at a minimum, amounts invoiced and paid by contract and phase compared to amounts budgeted and/or contracted.
- 5) Delegation of Authority
- a) The ED is delegated all authority described herein in addition to all authority delegated by contract, the Authority Bylaws, and other Board policies and procedures.
  - b) Emergency Actions
    - i) Emergency Actions are defined as any action necessary to avoid significant delay or additional expense related to the Development as determined in the sole discretion of the Committee Chair.
    - ii) The Committee Chair is authorized to take Emergency Actions between meetings of the Committee where a meeting cannot be scheduled with the required public notice in time after a good faith effort.
    - iii) Description of the Emergency Action taken by the Committee Chair, and justification for the action, shall be communicated via email by the ED to members of the Committee within 24 hours of the action.
  - c) The ED, acting as Owner’s Representative, is authorized by the Committee to take all actions necessary to manage the Development within the approved budget, plans, contracts, and Committee directives.

Committee approved: March 24, 2021.

## MEMO

TO: Kimberly Moore, Chair

FROM: Ron Miller, Executive Director

RE: Emergency Action Authorization Hiring Process for Director North Florida Innovation Labs

DATE: March 8, 2021

The purpose of this memo is memorialize our conversation of March 4, 2021, where we discussed the need to quickly fill the now vacant Director of North Florida Innovation Labs position, and your emergency situation authorization to waive the Personnel Policy 11-01 advertising and posting requirements in order to pursue potentially hiring a previously vetted candidate for the position.

You made the emergency situation authorization consistent with authority granted to the Chair in the LCRDA Bylaws. The need for emergency action by the Chair is due to:

- The NFIL project is at a critical stage of development and progressing quickly. It is important to have the future Director of the facility and programs involved in its development, as well as continue fundraising efforts and planning for operations.
- It is important for our existing clients to continue to receive counseling services. Most are new to the incubator and continuity is critical to retaining them.
- An interested and potentially viable candidate is available who was previously vetted for the position.

Justification to consider the previously vetted candidate includes:

- The position was previously posted, and the candidate was vetted by an evaluation committee which included an experienced tech entrepreneur and a prior incubator director.
- The candidate:
  - Was the second choice and deemed viable if the first choice did not take the position.
  - Did not have the skills in EDA grant writing as the chosen candidate did. That skillset was necessary at the time, but less important at this time since the desired grant funding has been awarded.
  - Has a strong skillset in marketing which is much needed to build the client pipeline for the incubator.
  - Has gained additional experience in incubation management and understanding of the community since previously applying.
  - Has a very strong knowledge of, and relationship with, the ecosystem stakeholders including FSU, FAMU, TCC, and Domi Station.
  - Has a strong interest and likely ability to leverage knowledge of ecosystem to the benefit of NFIL as well as to the benefit of the other ecosystem stakeholders.

You requested that I develop a list of the requisite skills needed in any candidate being considered for the director role based on the current status of the Park and the needs envisioned in the future. Additional vetting will take place with the candidate prior to making a hiring decision. If this candidate is not offered the position, I will revert to following all requirements of the Personnel Policy related to Recruitment and Selection of employees.

Account Number 62012987 "Account"

# RESOLUTION OF A STATE OR LOCAL GOVERNMENT OPERATING UNDER AUTHORITY OF A BOARD, COUNCIL OR OTHER TYPE GOVERNING BODY

## Hancock Whitney Bank

Branch Name:                     Name/User ID:                     

## LEON COUNTY RESEARCH & DEVELOPMENT

Name

2051 E PAUL DIRAC DR SUITE 100

Address

TALLAHASSEE, FL 32310

City, State, and Zip Code

(1) We, the undersigned, certify that: we are the Chair and Treasurer of the above-named State or Local Government (hereinafter referred to as the Governing Authority") duly created, organized, and operating under the Constitution and Laws of the State of FLORIDA, Federal Employer ID Number                     , and; that the following is a true, correct, and certified copy of a resolution adopted at a meeting of the Governing Authority, properly called and duly held on 4/1/2021 and; that this resolution has been properly entered into the minutes of the Governing Authority, having not been modified or rescinded.

### A. To be resolved that:

- (1) The Financial Institution named above is designated as a depository for the funds of this Governing Authority;
- (2) This resolution shall continue to have effect until express written notice of its recession, modification, or cancellation has been received and recorded by this Financial Institution;
- (3) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Governing Authority with this Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed;
- (4) Any of the persons named below, so long as they are acting in a representative capacity as agents of the Governing Authority, are authorized to make any and all contracts, agreements, stipulations and orders which they may deem advisable and necessary to open an Account(s) with the Financial Institution and for the effective exercise of powers over said account(s) for the transacting of all business concerning funds deposited in, moneys borrowed from, or other business transacted by and between this Governing Authority and said Financial Institution and; to endorse checks and orders for the payment of moneys and withdrawal of funds on deposit with this Financial Institution, subject to any restriction(s) stated below. The Governing Authority agrees to, shall be bound by, and otherwise be liable for, the terms and conditions of all such contracts, agreements, stipulations and orders. It shall be the responsibility of the Governing Authority to provide written notice to this Financial Institution should the authority of any of the agents it has so authorized to transact business on its behalf has been terminated. This Financial Institution shall incur no liability for acting in good faith upon the representations of said agents until such notice is properly given;
- (5) Any and all prior resolutions adopted by this governing authority and certified to this Financial Institution as governing the operation of the Governing Authority's account(s), are in full force and effect, unless supplemented or modified by this authorization;
- (6) The Governing Authority agrees to the terms and conditions of any account agreement, properly opened by any authorized representative of the Governing Authority and authorizes the Financial Institution named above, at any time, to charge the Governing Authority for all checks, drafts, or other orders, for the payment of moneys, drawn on the Financial Institution;

### B. Print the name(s) and title(s) of any person who is authorized to exercise the powers listed below:

RONALD J MILLER JR, EXECUTIVE DIRECTOR

KIMBERLY MOORE, CHAIR

KEVIN GRAHAM, VICE CHAIR

SONJOY GOSWAMI, TREASURER

### C. I further certify that the Governing Authority has, and at the time of adoption of this resolution did have, full power and lawful authority to adopt the foregoing resolution(s) and to confer the powers granted to the person(s) named herein;

IN WITNESS WHEREOF, we have hereunto affixed our signatures as of 4/1/2021 (date).

Chair

Kimberly Moore

Printed Name

Treasurer

Sonjoy Goswami

Printed Name

## IBR 21-01

## Landscaping Services

Bid prices	All Pro	Hart	Heinz*	Precision **
Year 1				
Mowing	57,000.00	40,000.00	34,884.00	27,600.00
Pinestraw (x2)	10,400.00	5,000.00	5,300.00	1,600.00
Fertilizer	450.00	500.00	-	200.00
	67,850.00	45,500.00	40,184.00	29,400.00
Year 2				
Mowing	59,280.00	40,000.00	35,576.00	27,600.00
Pinestraw (x2)	10,800.00	5,000.00	5,406.00	1,600.00
Fertilizer	500.00	500.00	-	200.00
	70,580.00	45,500.00	40,982.00	29,400.00
Year 3				
Mowing	61,651.20	40,000.00	36,292.00	27,600.00
Pinestraw (x2)	11,250.00	5,000.00	5,514.00	1,600.00
Fertilizer	550.00	500.00	-	200.00
	73,451.20	45,500.00	41,806.00	29,400.00
Grand Total	211,881.20	136,500.00	122,972.00	88,200.00

\* Final contract price was negotiated lower than listed bid price to reflect future scope change due to planned site development

\*\* Precision did not meet 2 years experience requirement.

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is entered into this **1st** day of April, 2018 (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 **Heinz Brothers Outdoor Services, Inc. (d/b/a Heinz Nurseries)**, a State of Florida corporation having its principal place of business in Tallahassee, Florida ( the “Contractor”).

WHEREAS, the Authority issued IBR Number 21-01 Landscaping and Ground Services on February 10, 2021, and;

WHEREAS, the Authority wishes to allow for the Contractor to provide landscaping and ground 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 May 1, 2021, and terminate on April 30, 2022, 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 ensure 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.

To Authority:

Leon County Research and Development Authority  
2051 E. Paul Dirac, Suite 100  
Tallahassee, FL 32310

Invoices:

Leon County Research and Development Authority  
c/o Talcot Commercial Real Estate Services Inc  
1018 Thomasville Rd, Suite 200A  
Tallahassee, FL 32303

To Contractor:

Heinz Nurseries  
4140 Bradfordville Rd.  
Tallahassee, FL 32309

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.

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

**THE CONTRACTOR**

Heinz Brothers Outdoor Services, Inc.,  
a State of Florida Corporation

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

Name: Thomas L. Heinz

Title: President

**THE AUTHORITY**

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

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

Name: Kimberly Moore

Title: Chair

## EXHIBIT A SCOPE OF SERVICES



1. LOCATIONS: This Agreement shall apply to the follow locations:

Bldg # / LOT #	PROPERTY NAME	ADDRESS/NOTES
8	Morgan Building	2035 E Paul Dirac Dr
10	Johnson Building	2035 E Paul Dirac Dr
7	Collins Building	2051 E Paul Dirac Dr
15	Knight Administration Centre	1736 W Paul Dirac Dr
1F/7E	Vacant Lots	Various
5E, 6E	NFIL Development	Lots expected to be under construction from 3/22-9/23
Central Pond, West Pond	2 holding ponds/ Central Pond Trail	Various
5	Park Entrances	Orange Avenue, Roberts Avenue & Levy Avenue

2. LABOR AND MATERIALS: The Contractor, at its sole cost, shall furnish all labor, materials, tools, transportation, payroll, taxes, insurance, sales taxes, equipment, permits and fees necessary to properly perform all services according to the specifications set forth in this agreement. 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. The Contractor is solely responsible for the handling of any items necessary for it to perform its work.

3. **GROUNDS CLEAN UP:** The Contractor will pick-up the entire grounds, and Central Pond walking trail of all trash and debris before mowing to create a neat and clean consumer environment. At the end of each visit, Contractor shall substantially remove all mowing debris, sticks, limbs, fallen trees (includes trees that can be removed by two men without the use of a chain saw only).
4. **MOWING:** The mowing service will be provided once a week during the months of March through October, and twice a month during the months of November through February, on whichever day of the week is decided upon by the Authority and the Contractor. All lawn areas are to be mowed to a height of no greater than 3". Contractor shall trim all areas of grass that cannot be reached with regular mowers including trimming along the water's edge in areas adjacent to lawn areas, and on either side of the walking trail no less than 3 feet on each side where permissible. Work to be performed on day(s) of week agreed to by the Authority with the exception of a holiday or bad weather which may affect or change the schedule. The entire property that the Contractor is shown and whatever is designated as real property will be mowed professionally by the Contractor.

Contractor shall mow the vacant lots and two holding ponds (to the extent conditions allow mowing) twice a month during the months of May through October and once a month during the months of November through April.

5. **TRIMMING AND PRUNING:** The Contractor will trim all plants and shrubs no less than monthly or when needed for a neat appearance. Plants and shrubs shall be pruned, shaped and away from the building and mechanical units. Contractor shall keep parking, sidewalks and other paved areas free from overhanging branches, this includes the walk trail around the central pond. All fallen branches will be hauled off by the Contractor. This work includes the pruning of the palm trees up to a height of 12' including the removal of all berries and the pruning and shaping of other all other trees away from building during the months of December and June. All other trees will be trimmed to an elevation of ten feet (10') no less than monthly. Any dead palm fronds and/or branches will be removed at any time as required.
6. **WEEDING:** Control/remove weeds and grass around trees, shrubs and other plants in the bed areas, curbs, parking lot, sidewalks, Central Pond walking trail, and other paved areas. All areas which require weeding during the course of mowing and edging will also be done at the same time as mowing. Round-up and Avail will be used and sprayed in all possible areas, all other areas will be hand weeded until the Authority is entirely satisfied with weed control.
7. **BLOWING:** All parking areas, roadways, sidewalks, patio areas, HVAC pads, Central Pond walking trail, and all external entryways will be blown-off after the completion of the above and below listed jobs.
8. **EDGING:** Edging will be included with each mowing. Contractor shall edge all curbs, walks, drives, tree rings, shrub beds, exits and entrances and any other area called to the Contractor's attention by the Authority.
9. **MULCHING:** As part of this contract Contractor agrees to spread mulch, at the cost indicated in Exhibit B, twice yearly in March/April and October/November at a depth of 3"- 4". Contractor shall remove old, deteriorated straw from most beds for the first

application; thereafter, Contractor may leave mulch in beds and top with new straw provided said straw is in reasonably good condition and appearance is good. If additional mulching is required by Authority, the cost of spreading that mulch will be agreed upon, in advance, by the Contractor and Authority.

10. ENTRANCES: Contractor agrees to maintain the three (3) “Entrances” to Innovation Park; Orange Avenue, Roberts Road and Levy Avenue to the standards as set forth. The Entrances are to be inspected and addressed as needed every week during the months of March through October and bi-weekly during the month of November through February with special attention placed on Trimming and Pruning, Weeding and Mulching as outlined in Sections 4, 5 and 8 above.
11. FERTILIZER: As part of this contract, Contractor, at no additional cost, shall fertilize grass, plants and shrubs with county extension service recommended fertilizer in March/April and October.
12. DISEASE PREVENTION: Contractor shall inspect all shrubs and grass no less than monthly for insects and disease and report any matters that require being addressed to Authority. Treatment of ant beds shall be done at each visit.
13. IRRIGATION: Contractor shall regulate the timer and inspect the irrigation system for proper operation. No less than monthly, Contractor shall ensure that an adequate amount of water is provided to each plant during each irrigation event to sustain plant health and encourage plant growth. Contractor shall report any problems to Authority as soon as they are aware of same. Contractor will be financially responsible for the repair and/or replacement of any damage to the irrigation system caused by the Contractor.
14. WINTER MONTHS: During the dormant season winter months (November through February) when the grass does not grow as much as it does in the summer months (March through October), the Contractor will spend equal time, as in time versus winter and summer. The Contractor will also provide any type of service to the Authority in the winter months that fits within the Contractor’s job description. The Contractor will constantly work with the Authority towards the general upkeep of premises contracted for hereunder.
15. ADDITIONAL SERVICES: The Authority may require additional services the cost of which shall be agreed to by the parties prior to the commencement of such work. Examples of additional services that may be required, but is not limited to, include minor irrigation repairs, planting annuals, replacing landscape plants, chipping of trees and shrub clippings, small tree or limbs removal, hauling off extra debris, chemical treatments for disease or insects. Authority reserves the right to utilize the services of another provider in the event the parties cannot come to an agreement on price for the additional services. The Authority’s property manager is hereby granted the authority to authorize any Additional Services provided funds have been budgeted for said purpose or has a cost of less than \$2,500 per event without further approval of the Board of Governors of the Authority.

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.

16. MISCELLANEOUS:

- a. Contractor will have a foreman on the job weekly to ensure that the grounds are picked up of all landscaping trash/debris.
- b. The Contractor will be in constant awareness of any type of information regarding the grass, trees, shrubs, irrigation, and any other ground specifications that need to be dealt with in relation to the building grounds. The Contractor shall report any problems and/or concerns to the Authority.
- c. At least once each month, the Contractor will meet with the Property Manager or his/her designee to inspect the grounds to review the quality of work and changes or improvements that need to be addressed.
- d. The lawn maintenance superintendent and the lawn maintenance crew leader(s) shall be in constant supervision of all jobs and will personally submit to the Authority all quarterly reports, which will be prepared by the Contractor through his weekly functions with the building grounds.
- e. The Authority will review all quarterly reports and submit to Contractor a written notice of any type of changes or improvements that need to be made within the building grounds.
- f. Any Authority suggestions that are not within the Contractor's job description will be handled according to the type of work being suggested or requested.
- g. The Authority will always be dealt with immediately and professionally no matter what type of work is insisted upon.
- h. Contractor's vehicle(s) must be marked with the appropriate entity's name (logo), phone number and vehicle unit number on the door. Contractor's employees shall wear uniform shirts with the appropriate entity logo; jeans/slacks and uniforms shall be presentable.
- i. Contractor to have available for consultation, at no additional cost to Authority, a licensed arborist to provide advice and assistance, as necessary.

## EXHIBIT B COMPENSATION

The Contract shall be paid based upon the scope of work and total number of service visits outlined in Exhibit A. With the exception of mulch and fertilizer, payment for all other services will be made as provided in the table below. Mulch and fertilizer will be paid per application based upon the amounts set forth below. Additional Services to be billed separately.

<b>YEAR 1</b>	<b>Monthly Payment</b>
May-21	\$3,410.00
Jun-21	\$3,410.00
Jul-21	\$3,410.00
Aug-21	\$3,410.00
Sep-21	\$3,410.00
Oct-21	\$3,410.00
Nov-21	\$1,736.00
Dec-21	\$1,736.00
Jan-22	\$1,736.00
Feb-22	\$1,736.00
*Mar-22	\$3,370.00
*Apr-22	\$3,370.00
<b>TOTALS</b>	<b>\$34,144.00</b>

<b>YEAR 2</b>	<b>Monthly Payment</b>
*May-22	\$3,439.00
*Jun-22	\$3,439.00
*Jul-22	\$3,439.00
*Aug-22	\$3,439.00
*Sep-22	\$3,439.00
*Oct-22	\$3,439.00
*Nov-22	\$1,731.00
*Dec-22	\$1,731.00
*Jan-23	\$1,731.00
*Feb-23	\$1,731.00
*Mar-23	\$3,439.00
*Apr-23	\$3,439.00
<b>TOTALS</b>	<b>\$34,436.00</b>

<b>YEAR 3</b>	<b>Monthly Payment</b>
*May-23	\$3,510.00
*Jun-23	\$3,510.00
*Jul-23	\$3,510.00
*Aug-23	\$3,510.00
*Sep-23	\$3,510.00
Oct-23	\$3,550.00
Nov-23	\$1,808.00
Dec-23	\$1,808.00
Jan-24	\$1,808.00
Feb-24	\$1,808.00
Mar-24	\$3,550.00
Apr-24	\$3,550.00
<b>TOTALS</b>	<b>\$35,432.00</b>

<b>YEAR 1</b>	<b>Pmt per application</b>
Pine Straw	\$2,650.00**
Fertilizer	Included

<b>YEAR 2</b>	<b>Pmt per application</b>
Pine Straw	\$2,703.00**
Fertilizer	Included

<b>YEAR 3</b>	<b>Pmt per application</b>
Pine Straw	\$2,757.00**
Fertilizer	Included

\* Pricing has been changed to reflect construction being done on lots 5E & 6E during these months. Contractor will not service those lots from March 2022 through September 2023 (dates are subject to change based on the construction schedule.)

\*\* Premium long leaf pine straw to be installed at specified price.

## **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.

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
TALCOR COMMERCIAL REAL ESTATE SERVICES, INC. AND  
LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**

THIS FIRST AMENDMENT TO AGREEMENT (the “Amendment”), made as of the 1<sup>st</sup> day of April, 2021 by and between the LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes (“Authority”), and TALCOR COMMERCIAL REAL ESTATE SERVICES, INC., a State of Florida corporation (“Agent”) (hereinafter collectively referred to as “Parties”).

WITNESSETH

WHEREAS, the Authority and Agent have previously entered into an agreement dated August 2, 2018 for Property Management and Accounting Services (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement in order to extend the term of the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Section 5.1 of the Agreement is amended to extend the term of the agreement for an additional term of one (1) year ending on September 30, 2022; and
2. The following is added to Section 4.1.1 of the Agreement:

For services rendered pursuant to and during the one-year term ending September 30, 2022 for Agent's property management, reporting, and accounting services, Authority shall pay Agent a management fee (the "Management Fee") of \$7,354.37 per calendar month, which is a total of \$88,252.44 per year. This Management Fee is comprised of \$2,206.31 per month for accounting and reporting services and \$5,148.06 per month for property management services. The Management Fee shall be pro-rated for any portion of a calendar month during the Term.
3. Section 12.1 of the Agreement, “If to Authority:” subsection is deleted and replaced with:

If to Authority: Leon County Research and Development Authority, 2051 E. Paul Dirac Drive, Suite 100, Tallahassee, FL 32310, Attention Ron Miller, Executive Director, [rmiller@inn-park.com](mailto:rmiller@inn-park.com)  
With a copy to Nelson Mullins Broad and Cassel, 215 South Monroe Street, Suite 400, Tallahassee, Florida, 32301, Attention: Melissa VanSickle, [Melissa.VanSickle@nelsonmullins.com](mailto:Melissa.VanSickle@nelsonmullins.com); and
4. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be executed on the day and year first written above.

Leon County Research & Development Authority

Talcor Commercial Real Estate Services, Inc.

By: \_\_\_\_\_  
Kimberly Moore, Chair

By: \_\_\_\_\_  
E. Edward Murray, President

Leon County R&D Authority  
Executive Director Report Status Update  
April 1, 2021

1. Priority 1a: Incubator Construction and Development

- a. Conducted Kickoff Meeting with EDA Project Manager, Cam Whitlock, Melissa VanSickle, and Michael Tentnowski.
- b. Toured example facilities: fab lab in Monticello, and FSU bio labs
- c. Hosted 4 programming meetings virtually, including 2 with advisory group, and 1 in-person meeting with Mary Jo Spector to finalize program document.
- d. Hosted virtual kickoff meeting for schematic design phase with 2<sup>nd</sup> meeting scheduled.
- e. Held NFIL Oversight Committee meeting including update from architect Cam Whitlock. Developed committee policies and procedures to provide clear direction and authority regarding operations of the committee and staff. Developing schedule for future meetings based on project milestones.
- f. Developed cash flow projection with architect to work with funding partners on expected draw schedule. Met with FSU Research Foundation to discuss draw schedule.
- g. Setup a bank account to segregate funds related to the project. Resolution submitted to BOG for approval. Working with the bank on an electronic Treasury Management system to handle secure ACH payments and wire transfers.
- h. Prepared FAMU ROI/funding document to request operating funds participation.

2. Priority 1b: Financial Sustainability

- a. Danfoss: Awaiting schedule from Danfoss to beginning planning for expenditure of OEV MOU funds based on expected construction milestone dates.
- b. Signed CareerSource to 3-year lease for ~4900 square feet (@\$16.00/sf~\$79,000/year), 2<sup>nd</sup> floor Morgan Building. Repainted, and replaced flooring at our expense. Stephanie assisted tenant with expedited relocation needs.
- c. Renewed FSU lab/office/storage leases in the Morgan Building for one year.
- d. Finalized execution of FDOT lease amendment with 15-year extension.
- e. Signed a lease for lab bench space in the Collins Building with Infinity Labs.
- f. Working with another lab bench prospect for the Collins Building.
- g. Working with Florida Department of Ag on 5-year lease extension in Collins Building.
- h. FSU Department of Anthropology moving out of Johnson Building by end of June. Loss of ~\$193,000 in annual revenue.
- i. Working with FAMU on additional grant pass through opportunities.
- j. IPTLH 501(c)(3) application due by May 21, 2021.

3. Director North Florida Innovation Labs Position

- a. Michael resigned effective March 19, 2021. Worked with Michael on outstanding tasks.
- b. Drafted justification for emergency authorization to consider hiring a prospect without posting the position.
- c. Further update will be provided at the BOG meeting.

Leon County R&D Authority  
Executive Director Report Status Update  
April 1, 2021

4. Media/PR/Community Relations

- a. Conducted briefings with Senator Ausley, Representative Tant, and Commissioners Welch, Porter and Cummings.
- b. Interviewed by Tallahassee Magazine for Technology and Innovation supplement.
- c. Received press in Florida Trend for Rick Meeker, Tallahassee Democrat for OEV MOU, and Tallahassee Democrat for TechForce Program.
- d. TechGrant application packet released by Naomi. She is working on promoting it with an orientation meeting schedule for first week of April.
- e. Naomi planned the April TechTopics event, and made adjustments to web site interactive property map to reflect recent property activity.
- f. Conducted Naomi's evaluation: working on getting her more training/refresher on marketing plan development, and one-on-ones to review research park and incubator literature.

5. Audit/Financial:

- a. Audit completed. No issues—clean audit opinion.
- b. Audit Committee met February 22<sup>nd</sup> and report was recommended to Board for approval.
- c. State local compliance reports will be filed in the next 45 days.

6. Miscellaneous

- a. Trail: Received final accounting from Leon County Public Works. Received ~\$5,000 unspent funds (trail furniture was pulled from the agreement, and we spent it directly).
- b. Elevators upgrade: Received consultant bids to put together scope of work. Cost was over \$10k per elevator. Looking at plan B.
- c. Informal bids for Landscaping Services were received. Heinz was lowest responsible and responsive bidder. Contract presented to the Board for approval.
- d. Negotiated one-year extension to Property Management and Accounting contract at no cost increase. Presented to BOG for approval.
- e. TechForce Program canceled as only 3 non-hard science companies signed up.
- f. Investment Advisory Committee meeting held February 26<sup>th</sup>.
- g. Compensation Committee meeting process initiated with Board Chair.
- h. Need to replace the copier. Quality is failing and parts are no longer available. Looking at options.

## **Director of Marketing & Engagement Report**

Board of Governors meeting 4/1/21

Some updates since our last board meeting --

### **TechTopics**

- Last TechTopics was February 16 and was our biggest yet – 50+ attendees (MagLab/MagCorp Partnership and Danfoss expansion)
- Next TechTopics is on Tuesday, April 20
  - Speakers from FAMU-FSU College of Engineering
    - Dr. Yan Li – treatment of stroke, Alzheimer’s disease, multiple sclerosis, and brain tumors
    - Dr. Tristan Driscoll – how cells sense and respond to mechanical forces from their environment
- June Tech Topics is on Tuesday, June 15

### **TechGrant**

- Applications available online now
- Orientation for those interested in applying is on Tuesday, April 6
- Applications due Wednesday, May 5
- Judges lined up and marketing is underway

### **Social Media**

- Likes/follows
  - Facebook: 442 (+160)
  - Twitter: 516 (+28)
  - Instagram: 829 (+317)
  - LinkedIn: 159 (+90)
- Please share social media posts whenever you see them!

### **Web Site**

- Added NFIL Oversight Committee page
- Creating NFIL project development progress tracking page

**NAI Talcor Property Manager's Report to the  
Leon County R&D Authority Board of Governors  
2/1/2021-3/31/2021**

**Occupancy:**

Building	Leasable Square Feet	Vacant Square Feet	% Vacant
<b>Phipps</b>	14,661	0	0%
<b>Morgan</b>	21,936	8,832	40%
<b>Johnson</b>	28,385	0	0%
<b>Collins</b>	18,435	15,439	84%
<b>Knight</b>	1,512	516	34%
<b>Total</b>	<b>90,622</b>	<b>24,787</b>	<b>27%</b>

**Non-Routine Repairs & Maintenance:**

Building	Completed Since Last Report	In Process	Deferred/To Do
<b>Phipps</b>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• Sealing and striping</li> <li>• Patch holes in EIFS located on exterior NE corner of the building.</li> <li>• Repair exterior door handle to rear shop area.</li> </ul>	<ul style="list-style-type: none"> <li>• The irrigation system is not connected and has no backflow.</li> </ul>
<b>Morgan</b>	<ul style="list-style-type: none"> <li>• 3 Walk lights along paths will be converted to LED.</li> <li>• Replaced approximately 50 ceiling tiles on 2<sup>nd</sup> floor.</li> <li>• Refrigerant leak in HVAC unit 3</li> <li>• Replace compressor in HVAC unit 2.</li> <li>• Replaced missing or damaged receptacle covers.</li> <li>• Changed out one office door.</li> <li>• Installed door plates.</li> <li>• Repaired door locks.</li> </ul>	<ul style="list-style-type: none"> <li>• Maintenance continues to balance the HVAC for the building.</li> </ul>	<ul style="list-style-type: none"> <li>• Common areas - Carpet cleaning and the interior of entrance ways.</li> <li>• Re-pave parking lot</li> </ul>

**NAI Talcor Property Manager's Report to the  
Leon County R&D Authority Board of Governors  
2/1/2021-3/31/2021**

Building	Completed Since Last Report	In Process	Deferred/To Do
<b>Collins</b>	<ul style="list-style-type: none"> <li>• Maintenance pulling ceiling tiles in lab, replacing, and wrapping HVAC drain lines.</li> <li>• Relocated HVAC vent in lab.</li> <li>• Replaced compressor to HVAC unit 20.</li> <li>• Replaced supply line at lab sink and installed a new vacuum breaker.</li> </ul>	<ul style="list-style-type: none"> <li>• Maintenance continues to balance the HVAC in the building.</li> <li>• HVAC – replace compressor in unit 13.</li> </ul>	<ul style="list-style-type: none"> <li>• Re-pave parking lot.</li> <li>• Repair walkways located on backside of the building near parking area.</li> </ul>
<b>Johnson</b>	<ul style="list-style-type: none"> <li>• Converted two exterior wall packs to LED.</li> <li>• Repaint handicap areas.</li> <li>• Repaired tile in lobby.</li> </ul>	<ul style="list-style-type: none"> <li>• Inspect exhaust fan on roof.</li> </ul>	<ul style="list-style-type: none"> <li>• Missing up light on right side of Johnson building.</li> <li>• Re-pave parking lot.</li> </ul>
<b>Knight</b>	<ul style="list-style-type: none"> <li>• Repair water heater.</li> <li>• Replace security light located on back deck.</li> </ul>	<ul style="list-style-type: none"> <li>• Repairs to back deck</li> <li>• New gutters installed on backside of building.</li> </ul>	<ul style="list-style-type: none"> <li>• Exterior paint</li> <li>• Interior paint of common areas.</li> </ul>
<b>Fuqua</b>	<ul style="list-style-type: none"> <li>• Columns and half walls painted along with the upper floor area.</li> </ul>	<ul style="list-style-type: none"> <li>• Install new tread on stairs.</li> </ul>	<ul style="list-style-type: none"> <li>• Irrigation repair to the flower beds in the atrium areas.</li> <li>• Elevator updates.</li> <li>• Planting of flowers in flower beds to be planted once irrigation repairs have been completed in the spring.</li> </ul>
<b>Common</b>	<ul style="list-style-type: none"> <li>• Washing of common area signs. Trash pickup and waste disposal of Central pond walking trail. Wipe down of all benches.</li> </ul>	<ul style="list-style-type: none"> <li>• Maintenance blows off all walkways, removes cobwebs, and wasps' nests on a regular basis.</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>

**Accounts Receivable Past Due as of Report Date (30+days):**

Tenant	Invoice Date	Invoice Amount	Last Contact Date	Tenant Response/Date to be Paid/Comments
FSU - ITS	11/5/20	6,334.59	3/22/21	2019-2020 CAM. Invoice is being processed.
NWRDC	11/5/20	3,258.39	3/22/21	2019-2020 CAM. Invoice is being processed.
FSU-AME MRB	11/5/20	6,306.57	3/22/21	2019-2020 CAM. Invoice is being processed.
MAGLAB	11/5/20	16,481.16	3/22/21	2019-2020 CAM. Invoice is being processed.

**NAI Talcor Property Manager's Report to the  
Leon County R&D Authority Board of Governors  
2/1/2021-3/31/2021**

**Tenant Issues Encountered, Status of Other Outstanding Issues, Contract Procurements, Projects,  
Accounting issues, etc.:**

1. The parking lots located at the Knight and Phipps buildings will be seal coated and new parking spaces will be painted as well in April.
2. CareerSource Capital Region recently signed a new lease for 4,971 square feet of space on the second floor in the Morgan building. The space was painted, new carpet, luxury vinyl tile (LVT), and base was installed as well. The HVAC air ducting required some re configuring and a new compressor was installed in the HVAC unit that serves their area.
3. Due to a shortage of wood the deck repairs at the Knight building were delayed and will be finished the first week of April.
4. Management procured bids from two elevator consulting firms and submitted to Ron Miller for review and direction. The firm would audit the existing systems and make an appropriate scope of work for each elevator. They would oversee and advise on all aspects of the elevator modifications from start to finish.
5. Johnson Building tenant, FSU Anthropology will not be renewing their lease and plan to be 100% vacated by June 29, 2021.
6. 4 bids were received for IBR-21-1 Landscaping Services and reviewed by Stephanie Shoulet, Property Manager, and Ron Miller. The new landscaping contract is awaiting board review and approval.
7. Maintenance continues to walk all buildings leased and vacant, checking for roof leaks and other maintenance issues, clears any cobwebs, turns on lights, and balances the HVAC in all offices to insure there are no humidity issues. Maintenance also, sanitizes any and all high touch areas in all buildings each day.