Leon County Research & Development Authority Board of Governors Meeting

North Florida Innovation Labs 1729 West Paul Dirac Drive Tallahassee, FL 32310

Thursday, August 1, 2024 11:00am – 1:00pm

Wi-Fi: "Innovation Staff" SSID: Passoftheweek!

Agenda

Anyone wishing to address the Board of Governors may appear in person or submit written comments by 9:00am the day before the scheduled meeting date so that the comments can be distributed to the Board 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 and reference the meeting title and date in the subject line. Include your name and contact information.

1. Call to Order

2. Introduction of Guests

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 Committee present in person are required to approve participation by those participating via Electronic Means acknowledging that the absence is due extraordinary circumstances.

4. Modifications to the Agenda

5. Public Comment

Any 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 – June 13, 2024 (Attachment A)

7. Consent Agenda

- a. Development Review Committee Report July 9, 2024 (Attachment B)
- b. Executive Committee Report July 18, 2023 (Attachment C)
- c. IPTLH Board of Directors Report July 18, 2023 (Attachment D)

d. Investment Reports

- i. May 2024 (Attachment E1)
- ii. June 2024 (Attachment E2)

~END OF CONSENT AGENDA~

8. Election of Officers for FY 2024-2025 – Kevin Graham

Bylaws section 2.5(a) provides "Election of Officers. The election of the Officers of the Authority shall occur at the last meeting of the Board each fiscal year, with the term in office to begin October 1 of the next fiscal year. All Officers shall hold office strictly at the pleasure of the Board."

9. Treasurer's Summary Report - David Ramsay

- a. Treasurer's Report (Attachment F to be provided as a supplement)
- b. Financial Reports:
 - i. May 2024 *Link:* https://innovation-park.com/wp-content/uploads/2024/06/05.24-Monthly-Report-Innovation-Park.pdf
 - ii. June 2024 Link to be provided as a supplement
- c. FSU Research Foundation Line of Credit
- d. End of Fiscal Year Projected Cash
- e. Fiscal Year 2024-2025 Budget Assumptions and Process
- f. Prime Account Transfer for Construction Expenses

10. NFIL / IPTLH – Michael Kramer and Bill Lickson

- a. Punch List Status
- b. Appropriation / FF&E
- c. EDA Final Reimbursement Request
- d. Letter Agreement w/FSU
 - i. Operations (Attachment G)
 - ii. Lease

e. LCRDA - Michael Kramer

- a. FAMU/FSU
 - i. DEP Submittal Status
- b. Leasing Update CareerSource, FSU, MagCorp
- c. Park Clean-up & Insurance Status
- d. Open Board of Governors Seat
- f. Chair's Report Kevin Graham
- g. New Business
- h. Adjourn

DRAFT BOARD OF GOVERNORS MEETING SCHEDULE 2024-2025

First Thursday of every even numbered month 11:00am – 1:00pm

October 3, 2024 December 5, 2024 February 6, 2025 April 3, 2025 June 5, 2025 August 7, 2025

Leon County Research & Development Authority Board of Governors Meeting

North Florida Innovation Labs 1729 West Paul Dirac Drive Tallahassee, FL 32310

Thursday, June 13, 2024 11:00am – 1:00pm

Draft Minutes

Members in Attendance In-Person: Kevin Graham, Brian Bautista, Ray Bye, Shawnta Friday-Stroud, Jessica Griffin, Eric Holmes, Rick Minor.

Members in Attendance by Electronic Means: Dave Ramsay.

Members Not in Attendance: Tom Allen, John Dailey, Anne Longman.

Guests: Stephanie Shoulet, NAI Talcor; Bryan Gibson, i2x Solutions; Michael Kramer, Bill Lickson, Ayne Markos, Peggy Bielby, LCRDA Staff.

1. Call to Order

Chair Kevin Graham called the meeting to order at 11:10am.

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 absence is due extraordinary circumstances.

Rick Minor offered a motion to approve participation by electronic means. Ray Bye seconded the motion which passed unanimously with Dave Ramsay not voting.

4. Modifications to the Agenda

None.

5. Public Comment

None.

6. Approval of Draft Meeting Minutes – April 4, 2024

Kevin Graham approved the draft minutes without objection.

7. Consent Agenda

- a. Executive Committee Report May 23, 2024
- b. Investment Reports

- i. March 2024
- ii. April 2024
- c. Effectuate Assignments Contemplated by December 8, 2023 MOU

~END OF CONSENT AGENDA~

Rick Minor offered a motion to approve the Consent Agenda items. Jessica Griffin seconded the motion which passed unanimously.

8. Treasurer's Report—David Ramsay

- a. Treasurer's Summary Report
- b. Financial Reports: April 2024
- c. FSU Research Foundation Line of Credit
- d. End of Fiscal Year Projected Cash
- e. Fiscal Year 2024-2025 Budget Process

Treasurer David Ramsay presented his report to the Board and supporting financial reports. He reported that losses are less than budgeted for the past six months, largely due to expenses being less than budgeted, the delay in taking over the Lab, and unfilled positions. An additional \$100k capital expenditure is expected because of the tornado damage cleanup, but much of that expense will be reimbursed by insurance. We have received the final Juggernaut payment from OEV for the Danfoss expansion, and we have fully drawn the \$4 million FSU Research Foundation line of credit with \$90k accrued interest to date. The budgeting process for FY 24/25 will begin in July. By the September 30, 2024 end of fiscal year we estimate the Authority will have \$1.5 million cash on hand. Our FY24/25 Budget will reflect the assumption that the assets under the December 8, 2023 MOU will all be assigned by December 31, 2024.

Eric Holmes offered a motion to accept the Treasurer's Report as presented. Ray Bye seconded the motion which passed unanimously.

9. IPTLH/NFIL

- a. Punch List Status
- b. Appropriation / FF&E
- c. EDA Update
 - i. Space License, Rates, Change Orders
 - ii. Closeout Funding Request
- d. B2S Coordination Lab Positions

Bill Lickson reported that the punch list items are nearly done. Low risk members will start to occupy the building soon, Lab members later. We still owe Culpeper \$360k, which we will pay when we receive the final \$1.2 million reimbursement from EDA. Of the \$1.5 million appropriation for FF&E, we have received \$1.1 million with \$385k still to come. We have spent \$508k to date. We still have to purchase the remaining furniture and AV and will work with FSU to determine which basic lab equipment purchases are best. The EDA has approved all our change orders, our rates and space license agreement. The last \$1.2 million due from the EDA was requested in Late May.

We are coordinating with FSU on the Build to Scale grant. B2S funded lab positions will be subject to an agreement between us and FSU to utilize the funding to operate the Lab. We are also working with

FSU Environmental Health and Safety to develop safety training and handbooks. We will advise EDA of the contract position agreement and timeline in the next 30 days.

Shawnta Friday-Stroud entered the meeting at 11:27am.

10. LCRDA

- a. FAMU/FSU
 - i. Assignment of Interests Status
 - ii. Parcel Map Finalized
- b. Leasing Update
- c. Park Clean-up
- d. Ethics Form: File Electronically for 2023 by July 1, 2024

Michael Kramer reported that all but two of the legal descriptions for all parcels in the Park have been finalized. He reviewed the parcel map and explained how the 208 acres will be assigned. Kevin Graham noted that the unanimous action taken under consent had authorized the starting and completing of the transfers contemplated by the December 8, 2023 MOU. Because the Department of Environmental Protection manages the Park property and the process for the assignment of interest, our next step is to initiate the process with DEP regarding the legacy buildings: Morgan, Johnson, Collins, Phipps, Knight. The Danfoss "Out Parcel" and the Eisenhower 18-acre parcel are not considered part of the 208 acres because LCRDA owns them in fee simple. The Out Parcel is subject to a ground lease, as are the Danfoss and Avalanche parcels. The Out Parcel will be part of the assignment of interest subject to the Danfoss lease. Because the Eisenhower and Out Parcel are owned in fee simple, they are not subject to the DEP process. The LCRDA leases will be transferred to either FSU or FAMU.

All current tenants are aware of pending transactions. The current leases that run through July 31, 2024 include 30-day two-way cancellation language. FSU has advised it wants to lease the remaining available space in Morgan and Johnson for \$18k p/mo and FAMU is considering leasing the balance of Collins beginning July 1, 2024 for \$10k p/mo. Post-tornado Park cleanup by FSU for the tree loss, and by the City of Tallahassee for the roads, was substantial. Some of the buildings sustained roof damage. Because the tornadoes were not part of a named storm our \$5,000 deductible should apply. It's unclear if the extensive damage to the pond trail will be covered by insurance.

The Commission on Ethics 2023 forms are now to be filed electronically and have changed from the past years.

11. New Business

Dave Ramsay asked anyone who would like to review the composition of the bronze plaque that he proposed for the Lab building stay after the Board meeting for a discussion.

Rick Minor advised the Airport Gateway Blueprint Project has retained the original scope of the project which includes the entrance to Innovation Park.

Ray Bye asked that the future of the LCRDA be subject to a conversation considering the pending transfer of the real estate assets. After discussion, several board members agreed that a Board discussion about the future of the LCRDA was appropriate but there was no consensus as to when the discussion should occur. Kevin Graham suggested postponing any substantive conversation about what's next until Tom Allen begins his term as chair as of the October 1, 2024 meeting. Ray Bye noted he would continue to raise the issue until there is an agenda item addressing it.

12. Adjourn

The meeting adjourned at 12:28pm.

Leon County Research and Development Authority Development Review Committee

Collins Building 2051 East Paul Dirac Drive Tallahassee, FL 32310

> July 9, 2024 10:00am to 11:00am

Report

Members in Attendance: Chair Michael Kramer, Dylan Haase, Ben Hood, Brad Richardson.

Members Not in Attendance: Kimberly Strobel-Ball.

Guests: Mary Jo Spector, FSU Research Facilities Design; Wesley Thigpen, Tomahawk Engineering and Consulting, Inc.; Alex Karns, AME Research Engineer; Peggy Bielby, LCRDA staff.

1. Call to Order

Chair Michael Kramer called the meeting to order at 9:59am.

2. Introductions

All present introduced themselves.

3. Approval of Participation by Electronic Means

As a quorum of committee members were present in-person no approval was needed.

4. Modifications to the Agenda

None.

5. Public Comment

None.

6. Approval of Draft Meeting Minutes, September 12, 2023

Dylan Haase offered a motion to approve the draft minutes. Ben Hood seconded the motion which passed unanimously.

7. FSU Proposed Upgrade to the Wind Tunnel at the Aero-Propulsion, Mechatronics and Energy (AME) Center Building, 2003 Levy Avenue

FSU seeks approval of its project to add an exterior heater to upgrade the wind tunnel at AME. It requires a shed roof to protect it. A fence will surround the heater for security purposes.

Mary Jo Spector explained that the previous AME project, approved by the DRC on February 14, 2023, added two new compressed air tanks to increase the amount/velocity of the compressed air being supplied to the wind tunnel. The system uses outside air. When the air is compressed, it gets

cold, below freezing. Water in the air becomes frozen/ice particles, which interferes with the research being conducted in the wind tunnel. This project will add a heater that will heat the air in the line to above freezing. Therefore, water will be a vapor and not solid.

After discussion Dylan Haase offered a motion to conditionally approve the project subject to the stated conditions: fence height of 12 feet, to be planted with confederate jasmine; planting two crape myrtles or similar planting in the area; and determining where the existing corner of the AME building is relative to Engineering Way and assuring that the project canopy corner is within the required setback. Ben Hood seconded the motion which passed unanimously.

9. New Business

None.

10. Adjourn

The meeting was adjourned at 10:18am.

Leon County Research & Development Authority Executive Committee Meeting

North Florida Innovation Labs 1729 West Paul Dirac Drive Tallahassee, FL 32310

> Thursday, July 18, 2024 11:00am – 1:00pm

Report

Members in Attendance: Chair Kevin Graham, Tom Allen, David Ramsay.

Members Not in Attendance: None.

Guests: Michael Kramer, Bill Lickson, Ayne Markos, LCRDA Staff.

1. Call to Order

Chair Kevin Graham called the meeting to order at 11:00am.

2. Introduction of Guests

All present introduced themselves.

3. Approval of Participation by Electronic Means

As a quorum of members present in person, no approval was needed.

4. Modifications to the Agenda

None.

5. Public Comment

None.

6. Approval of Draft Meeting Minutes – May 23, 2024

Tom Allen offered a motion to approve the minutes. Dave Ramsay seconded the motion which passed unanimously.

7. Treasury Report

- a. Financials June 2024
- b. FSU Research Foundation Line of Credit
- c. End of Fiscal Year Projected Cash

- d. Fiscal Year 2024-2025 Budget Assumptions
- e. Prime Account Transfer for Construction Expenses

Dave Ramsay reported cash flow is continuing as projected.

Michael Kramer noted that the FSURF line of credit is maxed out. We submitted the certificate of occupancy to the EDA and interest-only payments on the line begin in one year from CO: June 2025. Principal repayment begins the following year: June 2026. Projected cash at the end of the fiscal year is \$1.5 million, which is close to what we initially projected. We are working on FY 24-25 budget assuming the legacy buildings (Collins, Johnson, Knight, Morgan, Phipps) will not be included, and the Lab will transfer prior to December 31, 2024. We moved \$464k out of the Prime account into the construction account to pay Culpepper and ALW so that we could apply for the final \$1.2 EDA funds. Once we receive the EDA funds, the \$464k will be moved back to the Prime account.

8. IPTLH/NFIL

- a. Punch List Status
- b. Appropriation / FF&E
- c. EDA Final Reimbursement Request
- d. Letter Agreement w/FSU
 - i. Operations
 - ii. Lease

Bill Lickson reported that the HVAC is the primary issue for punch list follow up. Michael Kramer reported the final FF&E request for \$49k of the \$1.5 million appropriation has been submitted. We currently have \$700k of the funds in the bank which we plan to spend on finishing the AV, converting two labs to BSL-2, purchasing other lab equipment, and sealing floor cracks.

Michael explained that the Dec. 8, 2023 MOU and Jul. 9, 2024 letter provide that FSU will operate the Lab on our behalf until there is a transfer, and that FSU will occupy office space in the Lab at no cost while it has operational control and management of the Lab, including filling and funding employee positions, and accepting members. We have not yet utilized any of the Build to Scale funds. We have not yet had the conversation about the transfer of the building and the grant funding with the EDA.

9. LCRDA

- a. FAMU/FSU
 - i. DEP Submittal Status
- b. Leasing Update Career Source, FSU, MagCorp
- c. Park Clean-up & Insurance Status
- d. Brian Bautista Seat
- e. Officers for Fiscal Year 2024-2025
- f. Ethics Form 1: File Electronically for 2023 Due July 1, 2024

Michael reported that on July 2, 2024 he submitted a letter to Brad Richardson, Bureau of Public Land Administration Bureau Chief, Florida Department of Environmental Protection, for the request for partial release and transfer of six parcels: Collins (5G), Knight (12A), Morgan and Johnson (APO 6G), Phipps (1B) plus undeveloped parcels 1F and 7E.

Under the MOU terms, the transfers would be:

Parcels 1F (undeveloped), 5G (Collins), 12A (Knight): FAMU

Parcels 1B (Phipps), 7E (undeveloped), APO 6G (Morgan and Johnson): FSU

CareerSource is moving out Aug. 31, 2024 following its 6-month extension. It will keep one office in Morgan, with 30-day termination by either party. FSU leased the balance of Johnson and Morgan beginning June 1, 2024 for \$18k p/mo. MagCorp is leasing an additional office in Collins with 30-day termination notice. We are still working on Park clean-up, roof repairs, and insurance. We are in the FEMA system for the extensive pond cleanup needed.

Brian Bautista's Board term expires Sept. 30, 2024, and MagLab Director Kathleen Amm has applied to Leon County for appointment to the seat. Officers' nominations for FY 2024-2025 will be Tom Allen (Chair) and Dave Ramsay (Treasurer). Kevin Graham will be Immediate Past Chair. Michael will reach out to Anne Longman to ask her to agree to be nominated as Vice Chair.

10. New Business

Michael Kramer reported that a residential elevator manufacturing company has inquired about building a facility in the Park. The Board would likely approve the facility for Eisenhower, or possibly FAMU would be interested in having it located on one of its undeveloped lots.

11. Adjourn

The meeting adjourned at 11:35am.

Innovation Park TLH, Inc. DBA North Florida Innovation Labs Board of Directors Annual Meeting

North Florida Innovation Labs 1729 West Paul Dirac Drive Tallahassee, FL 32310

July 18, 2024

Report

Members in Attendance: Kevin Graham, Michael Kramer, Bill Lickson, Ayne Markos.

Members Not in Attendance: None.

Guests: None.

1. Call to Order

Bill Lickson called the meeting to order at 11:46am.

2. Introduction of Guests

All present introduced themselves.

3. Approval of Draft Meeting Minutes, May 9, 2024

Michael Kramer offered a motion to approve the minutes. Kevin Graham seconded the motion which passed unanimously

4. Re-appointment of IPTLH Board Members

Michael Kramer noted that he is the only Board member up for reappointment as he was appointed for a one-year term at last Annual Meeting on July 25, 2023. Bill Lickson (President and Secretary) has served one year of a two-year term and Ayne Markos (Vice President and Treasurer) has served one year of a three-year term.

Kevin Graham offered a motion to reappoint Michael Kramer for one year. Ayne Markos seconded the motion which passed unanimously.

5. Discussion and Consideration of New Board Members to the IPTLH Board of Directors

a. Note from 2023: "The LCRDA Board of Governors previously voted to expand the number of Innovation Park TLH (IPTLH) d/b/a North Florida Innovation Labs Board of Directors from three to seven. LCRDA has the majority of appointments to the nonprofit and will appoint four of the seven directors: the LCRDA Board of Governors will appoint one current Board of Governors member to the IPTLH Board of Directors, and three additional community members. The IPTLH Board of Directors will then appoint the remaining three directors."

Because additional members may be added to the Board of Directors at any time, Kevin

Graham suggested the Board table this discussion for now.

b. The IPTLH Board of Directors meetings will alternate months with the LCRDA Board of Governors meetings.

6. Construction Status – Brief "Punch-list" Updates & Status

Bill Lickson reported the punch list items have been reviewed by the LCRDA.

7. Furniture, Fixtures & Equipment

- a. Legislative Award Update on current funding received
- b. Purchasing Updates, timing and approvals

Bill Lickson and Michael Kramer reported the final FF&E request for \$49k of the \$1.5 million appropriation has been submitted. We currently have \$700k of the funds in the bank which we plan to spend on finishing the AV, converting two labs to BSL-2, purchasing other lab equipment, and sealing floor cracks. We're working with FSU on the purchasing the appropriate lab equipment.

8. **Annual Registration Requirements** – Florida Division of Corporations and the Florida Department of Agriculture and Consumer Services

Bill Lickson noted that the annual registration is due, prep for year-end filing. Because of th FF&E funding, Ayne Markos will handle.

9. Insurance Updates

Michael Kramer is working on the insurance, including a pollution policy if FSU wants it. We have insurance on the building and contents, and D&O insurance. For now, because the building is not occupied, additional insurance is not a priority.

10. New Business

None.

11. Adjourn

The meeting was adjourned at 11:55am.

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY

INVESTMENT PORTFOLIO

For period ending May 31, 2024

For the Month:

SECURITY OWNED	BALANCE BOM	<u>EARNINGS</u>	<u>Al</u>	<u>DDITIONS</u>	DF	EDUCTIONS	BA	LANCE EOM	<u>YIELD</u>
FL PRIME	\$ 1,334,037.54	\$ 6,211.89	\$	-	\$	-	\$	1,340,249.43	5.457%
SPIA *	0.00	-		-		-		0.00	
	\$ 1,334,037.54	\$ 6,211.89	\$	-	\$	-	\$	1,340,249.43	5.483%
For the Fiscal Year Begin	nning October 1:								
SECURITY OWNED	BALANCE BOP	EARNINGS	<u>A</u>]	<u>DDITIONS</u>	DF	EDUCTIONS	BA	LANCE EOP	YIELD
FL PRIME	\$ 685,860.01	\$ 42,450.17	\$	611,939.25	\$	-	\$	1,340,249.43	5.522%
SPIA	609,978.59	2,830.95		-		612,809.54		0.00	
	\$ 1,295,838.60	\$ 45,281.12	\$	611,939.25	\$	612,809.54	\$	1,340,249.43	5.227%
Investments Designated	for Capital Projects (North Florida In	novat	ion Labs)			\$	-	
Investments Held to Me	et Contractual Requi	rements (OEV M	(OU)				\$	149,498.00	
Undesignated Investmen	nts						\$	1,190,751.43	
SPIA Available Balance	(see security descript	ion for minimun	ı balaı	nce requireme	nts)		\$	-	*

^{*} SPIA reporting has been delayed--earnings for the month and available balance amounts estimated SPIA has approved for 11/10/22 an \$800,000 "emergency withdrawal" (beyond available balance), to cover additional NFIL funding requirements, and to pay for costs of elevator refurbishment

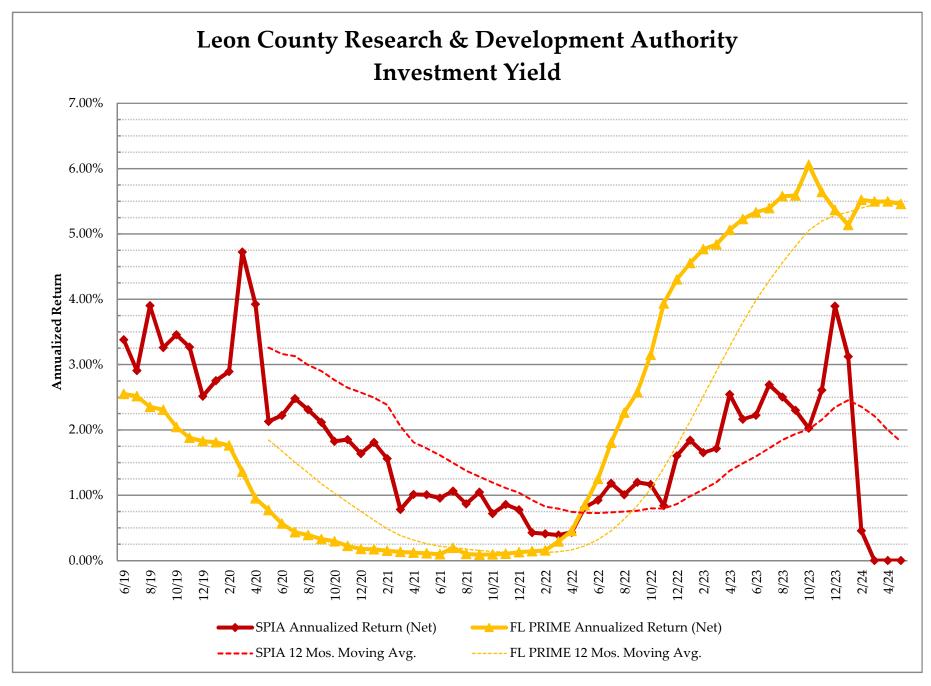
NOTABLE ADDITIONS OR DEDUCTIONS TO ACCOUNTS:

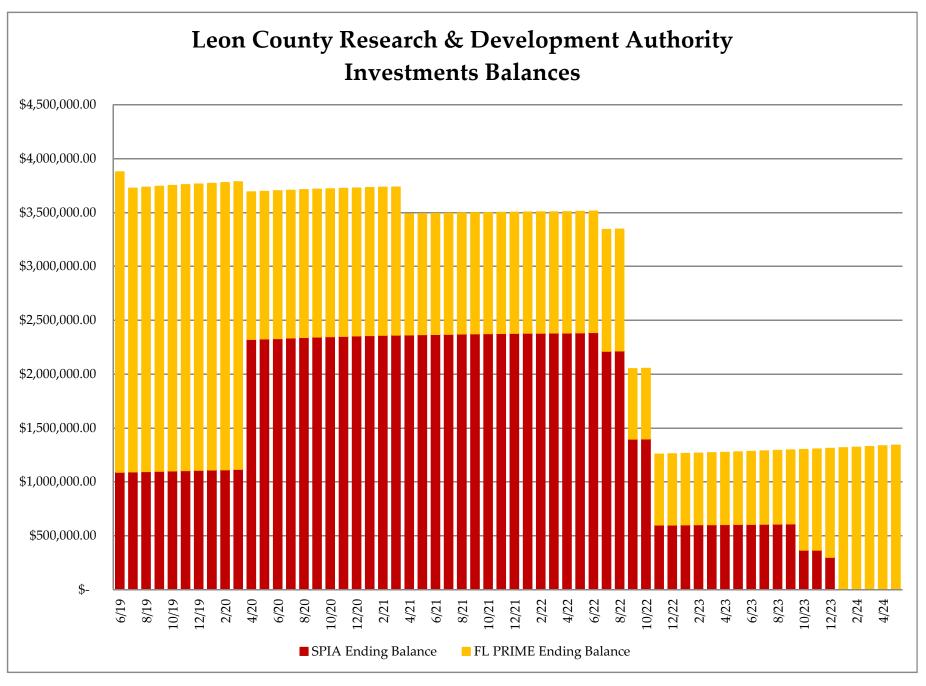
- 7/22 Withdraw \$175,000 of OEV MOU funds for Collins Renovation and marketing expenses
- 9/22 Withdraw \$1,300,000 total from both accounts to pay contribution to NFIL Project
- 11/22 Withdraw \$800,000 total from both accounts to pay contribution to NFIL Project
- 1/24 The total investment amount in the SPIA account has been transferred to FL PRIME to take advantage of a higher interest earning potential.

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 AND DEVELOPMENT AUTHORITY

INVESTMENT PORTFOLIO

For period ending June 30, 2024

For the Month:

SECURITY OWNED	BALANCE BOM	EARNINGS	<u>AI</u>	<u>DDITIONS</u>	<u>DE</u>	DUCTIONS	BA	LANCE EOM	YIELD
FL PRIME	\$ 1,340,249.43	\$ 6,052.53	\$	-	\$	-	\$	1,346,301.96	5.470%
SPIA *	0.00	-		-		-		0.00	
	\$ 1,340,249.43	\$ 6,052.53	\$	-	\$	-	\$	1,346,301.96	5.494%
For the Fiscal Year Begin	nning October 1:								
SECURITY OWNED	BALANCE BOP	EARNINGS	<u>AI</u>	<u>DDITIONS</u>	DE	DUCTIONS	BA	LANCE EOP	YIELD
FL PRIME	\$ 685,860.01	\$ 48,502.70	\$	611,939.25	\$	-	\$	1,346,301.96	5.516%
SPIA	609,978.59	2,830.95		-		612,809.54		0.00	
	\$ 1,295,838.60	\$ 51,333.65	\$	611,939.25	\$	612,809.54	\$	1,346,301.96	5.277%
Investments Designated	for Capital Projects	(North Florida In	novati	ion Labs)			\$	-	
Investments Held to Me				ŕ			\$	149,498.00	
Undesignated Investmen	=	(9_1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	/				\$	1,196,803.96	
SPIA Available Balance	e (see security descrip	tion for minimum	ı balar	nce requireme	nts)		\$	-	*

^{*} SPIA reporting has been delayed--earnings for the month and available balance amounts estimated SPIA has approved for 11/10/22 an \$800,000 "emergency withdrawal" (beyond available balance), to cover additional NFIL funding requirements, and to pay for costs of elevator refurbishment

NOTABLE ADDITIONS OR DEDUCTIONS TO ACCOUNTS:

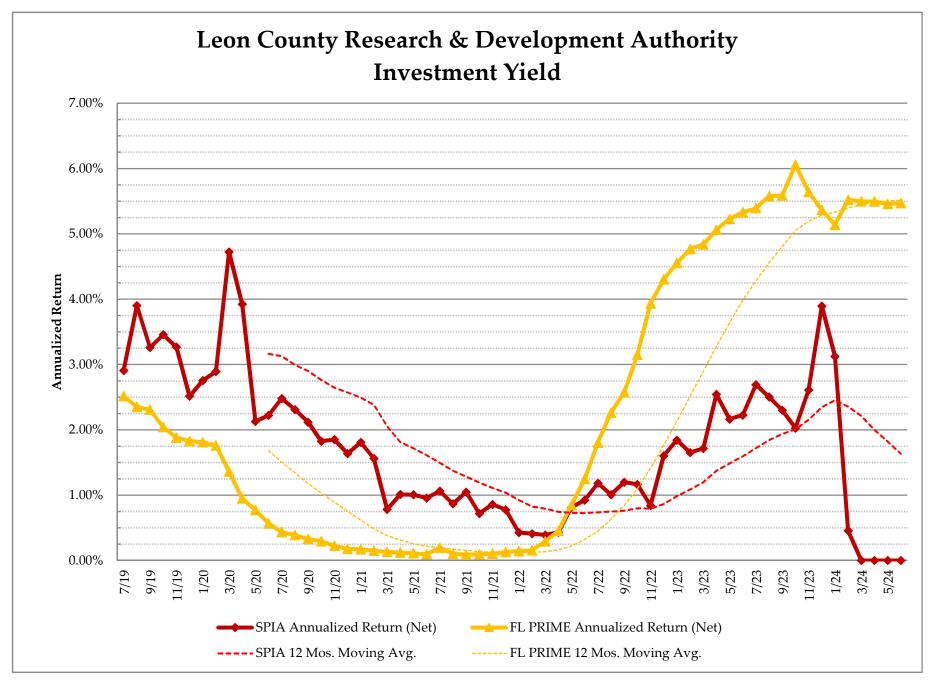
7/22 Withdraw \$175,000 of OEV MOU funds for Collins Renovation and marketing expenses

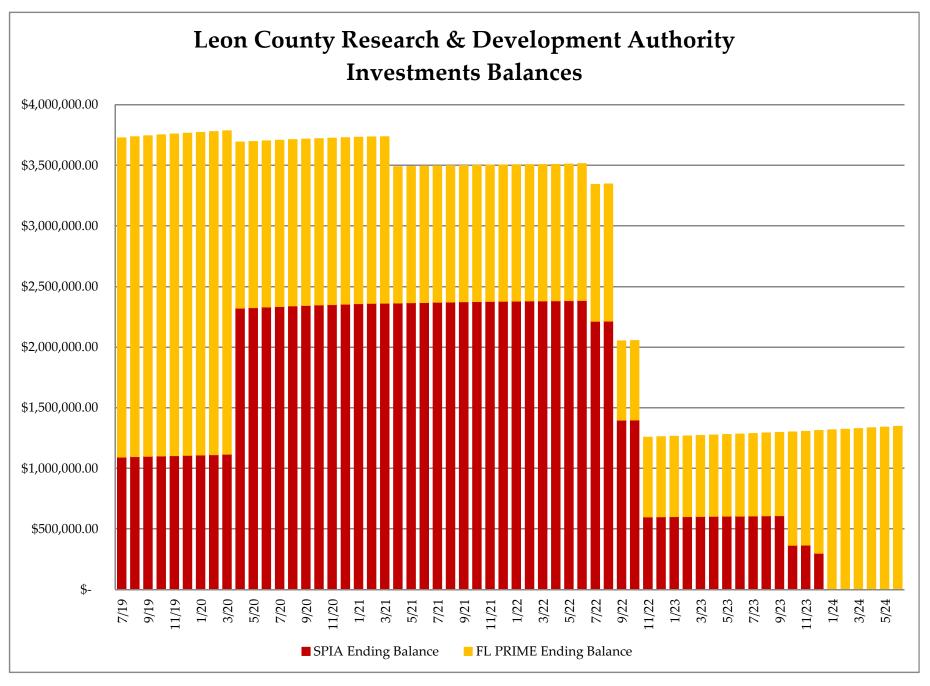
- Withdraw \$1,300,000 total from both accounts to pay contribution to NFIL Project 9/22
- 11/22 Withdraw \$800,000 total from both accounts to pay contribution to NFIL Project
- 1/24 The total investment amount in the SPIA account has been transferred to FL PRIME to take advantage of a higher interest earning potential.

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.







The Office of the Vice President for Research

July 9, 2024

Leon County Research and Development Authority 1729 W. Paul Dirac Suite 219 Tallahassee, FL 32310

Re: Incubator and Incubation Program at North Florida Innovation Lab ("NFIL") a facility owned and operated by the Leon County Research and Development Authority ("LCRDA") and located at 1729 West Paul Dirac Drive, Tallahassee, FL 32310

Leon County Research and Development Authority:

The parties have entered into a Memorandum of Understanding dated December 8th, 2023 for the purpose of supporting Leon County and to leverage the real estate assets currently owned or leased by LCRDA ("MOU"), attached as Exhibit A. Under the MOU, the site of NFIL (Lots 5E and 6E) is included in the parcels intended to transfer to Florida State University ("FSU") or The Florida State University Research Foundation, Inc ("FSURF"). Section 7.f. of the MOU provides that the parties shall negotiate to work out an arrangement allowing LCRDA to divest any and all interests, obligations, and liabilities in NFIL and further provides that:

...This work-out arrangement will cause FSU to receive Lots 5E and 6E, subject to the EDA grant which has priority over the FSURF Loan, while allowing FSURF to operate the NFIL and receive any revenues. Additionally, LCRDA will work in good faith with FSU to facilitate conversations with the EDA and file required paperwork to effectuate the transfer of Lots 5E and 6E subject to the EDA Grant...

LCRDA is the recipient of an additional EDA grant under the 2022 Build to Scale Program ("BtoS Grant"). The BtoS Grant provides \$725K to primarily fund several staff positions with a required LCRDA match of \$782K.

In furtherance of the objectives set out in the MOU and in consideration of the extended timeline for the transfer of NFIL thereunder, this letter agreement sets out the interim authorities and responsibilities of each party in setting up the incubator and incubation program at NFIL (the "Program") until the transfer of the NFIL is completed ("Letter Agreement").

The parties agree to the following terms and conditions:

LCRDA will provide office space and access to NFIL as needed to FSU for the activities outlined in
this Letter Agreement through a no-cost lease agreement to FSURF for the benefit of FSU using
the same standard terms as other leases between LCRDA and FSU. The no-cost lease agreement
shall remain in effect until the transfer of the NFIL facility to FSU/FSURF is complete or otherwise
provided for.

Both parties desire to maintain and fulfill the objectives of the BtoS Grant for the shared goal of supporting the development and growth of a technology based innovation ecosystem in the Tallahassee region. FSU will work in good faith with LCRDA to determine the best approach for the BtoS Grant consistent with the changes contemplated under the MOU and the terms and conditions of this Letter Agreement. LCRDA will work in good faith with FSU to facilitate conversations with the EDA and file any required paperwork to transfer, subaward to FSU, or amend the budget as applicable and contemplated in the MOU.

In the event that the BtoS grant is transferred to FSU and as a result FSU, rather than LCRDA, provides part or all of the dollars to match the EDA funds then the LCRDA shall spend the matching funds originally committed by LCRDA under the BtoS Grant to support NFIL in ways agreed to by the parties and consistent with the terms and conditions of the MOU. For clarity, LCRDA's total matching commitment remains \$781,533, regardless of whether it is spent in in whole or in part by direct matching of the EDA grant or on spending otherwise agreed to by the parties as described above.

LCRDA and FSU will work together in good faith to make spending decisions consistent with the BtoS Grant, the MOU, and the mutual economic development objectives. Both parties will act in good faith to act consistent with and to fulfill the terms and conditions of the BtoS Grant and the MOU.

- The parties agree that time is of the essence in addressing both EDA grants outlined in this Letter Agreement. To the extent any term or condition in this Letter Agreement is inconsistent with the terms of the EDA grants, the EDA grant terms shall control. LCRDA shall act in good faith and consistent with the transfer of NFIL costs and responsibilities contemplated under the MOU. To the extent any term or condition in this Letter Agreement is inconsistent with the terms of the MOU, the MOU terms shall control unless expressly stated otherwise in writing.
- For clarity, LCRDA shall continue to provide facilities construction, maintenance, and
 management for the NFIL facility at LCRDA's cost and expense, including but not limited to
 common infrastructure, exterior, completion and finalization of buildout, as well as providing for
 utilities, janitorial and cleaning services, and repairs, consistent with the existing level of facilities
 maintenance provided under other leases between LCRDA and FSU, as well as remaining
 consistent with the terms of and conditions of the MOU.
- FSU shall have operational control, management, and final decision making authority for the Program and associated services provided at NFIL, including but not limited to membership and licensing decisions and criteria, staffing, future build outs, shared lab equipment purchases, program content, health and safety regulation (e.g. rules, policies, protocols, etc.), management, research support, and database selection.
- FSU shall have the exclusive right and sole authority for all branding of the Program, related events, and the NFIL facility including decisions related to logos, websites, marketing, and

communications. FSU shall recognize the contribution of LCRDA on its website related to the NFIL facility.

 LCRDA will take reasonable care in the installation, handling and maintenance of any FSU art installed in the NFIL facility.

The effective date of this Letter Agreement is June 20, 2024. This Letter Agreement may be amended or modified by mutual written consent of the parties.

Please sign below and return a copy to us.

Sincerely,

-DocuSigned by:

Stacy Patterson

Stacey S. Patterson, Ph.D Vice President for Research Florida State University

Accepted by:

- DocuSigned by:

Michael Eramer

Michael Kramer

Executive Director

Leon County Research and Development Authority

Exhibit A

Memorandum of Understanding, December 8, 2023

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on this \$\sum_{2}^{4\cdot}\$ day of \$\sum_{2}^{2\cdot}\$, 202 \$\sum_{2}^{2\cdot}\$ ("Effective Date"), by and between LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY ("LCRDA"), a Special District authorized by Chapter 159, Part V, Florida Statutes, FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, acting for and on behalf of Florida Agricultural and Mechanical University ("FAMU") and FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, acting for and on behalf of The Florida State University ("FSU"). LCRDA, FAMU and FSU may be referred to collectively herein as the "Parties", or individually as a "Party".

RECITALS

WHEREAS, LCRDA was created in 1980 with the mission of promoting scientific research and development, fostering economic development, and broadening the economic base of Leon County working with local government, FAMU, and FSU; and

WHEREAS, LCRDA leased a +/- 208 acre property from the State of Florida Trustees of the Internal Improvement Trust Fund ("THTF") located in southwest Leon County for the purpose of carrying out its mission; and

WHEREAS, LCRDA developed much of that property as Innovation Park ("The Park") within the +/-208 acres and further subdivided the property; and

WHEREAS, pursuant to an MOU dated November 12, 2013 between LCRDA, FAMU, and FSU (the "2013 MOU"), LCRDA transferred the leases with TITTF of a portion of its leasehold interests to FAMU and FSU to allow (1) LCRDA to better focus on economic development (2) FAMU and FSU to have greater control over land and buildings they were currently leasing or operating in some capacity; and (3) each Party to develop additional; parcels so they could meet their needs while contributing to economic development at The Park; and

WHEREAS, LCRDA has continued to operate portions of The Park and has remaining fee simple ownership and certain interests in certain long term ground leases in land and buildings; and

WHEREAS, FAMU and FSU are accredited public institutions of higher learning with research and development capabilities affiliated with LCRDA as required under Florida Statutes 159.704 that are further Parties to long term ground leases in buildings in Innovation Park; and

WHEREAS, the Parties believe it is in the best interest of Innovation Park and Leon County for LCRDA to focus on supporting the development of new knowledge, advancing

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technology, enhancing the growth of Leon County, and for FAMU and FSU to leverage the real estate assets currently owned or leased by LCRDA; and

WHEREAS, the Parties desire to enter into this MOU to accomplish the purposes set forth in these recitals.

NOW THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

- Property. LCRDA owns: (i) the fee simple interest in the property identified as "Out Parcel"; (ii) the long term ground lease interest in the improved properties identified as parcels "12A", "1B", "5G", portions of parcel "6G"; (iii) the long term ground lease interest in the unimproved but developed properties identified as parcels "1D", "2D", "3D", "1E", "2E", "3E", "4E", "5E" and "6E"; and (iv) the long term ground lease interest in the unimproved and undeveloped properties identified as parcels "1F" and "7E", all as approximately shown on Exhibit "A" (the "Parcel Map", which will be updated following the execution of this MOU) attached hereto and incorporated herein (collectively, the "LCRDA Parcels"). The long-term ground lease interests are pursuant to that certain Ground Lease Agreement dated as of January 28, 1980 ("Master Ground Lease") between LCRDA and TITF.
- Legal Descriptions. LCRDA has engaged Surveying and Mapping, LLC (SAM) and within ninety (90) days of the Effective Date, will provide legal descriptions of the LCRDA Parcels and an updated Parcel Map.
- Survey and Title. Any Party shall be entitled to obtain a boundary survey or title commitment prior to Closing (as hereinafter defined). The Parties agree to reasonably cooperate to resolve any survey and title issues prior to Closing.
 - Conditions Precedent to Closing. Prior to Closing:
 - LCRDA will assign, transfer, quitclaim and release all of its right, title and interest in and to the LCRDA Parcels to TIITF.
 - b. FAMU and FSU, will submit applications to TIITF in order to obtain leasehold interests in the respective properties described in Section 5.
 - c. The obligations of the Parties under this MOU are contingent upon TIITF simultaneously releasing LCRDA and the LCRDA Parcels from the Master Ground Lease and directly leasing: (i) the FAMU Parcels to FAMU; (ii) the FSU Parcels to FSU.
 - d. Each and all of the terms, covenants and conditions of this MOU to be complied with or performed by each of the Parties on or before the Closing will have been duly complied with and performed in all respects.

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- Inspections and Closing. The closings ("Closing") on the real estate shall occur as follows:
 - a. On or before April 30, 2024, ("FAMU Closing") LCRDA shall cause the transfer to FAMU of the lease interests in Lot "5G" (the Collins Building), Lot "1F" and "12A" (the Knight Building), together with all improvements located thereon ("FAMU Parcels"). After the Effective Date and prior to Closing, FAMU will work with LCRDA to address any substantive issues identified prior to the FAMU Closing. At the FAMU Closing, FAMU will take the FAMU Parcels in their "as is" condition as of the date of the FAMU Closing.
 - b. On or before April 30, 2024, ("FSU Closing") LCRDA shall cause the transfer to FSU of all the remaining LCRDA Parcels ("FSU Parcels") including all lease interests, fee simple interests and all improvements located thereon. After the Effective Date and prior to Closing, FSU will work with LCRDA to address any substantive issues identified prior to the FSU Closing. At the FSU Closing, FSU will take the FSU Parcels in their "as is" condition as of the date of the FSU Closing.
 - c. Within ninety (90) days from Effective Date, the Parties will execute an additional transfer agreement containing representations and warranties typical for real estate transactions as well as typical requirements and conditions including, at a minimum, the following:
 - Turnover of all relevant documents and files related to respective parcels being assigned to the transferee Party; and
 - Assignment of LCRDA's interest as landlord in ground leases with Danfoss and Avalanche, and various tenant office and building leases as well as estoppel certificates from each such tenant; and
 - Assignment of security deposits, warranties, services contracts, licenses, permits, and other contracts affecting any building from LCRDA to the respective transferee at Closing.
- Taxes and Expenses. Any real estate taxes shall be prorated as of the day of Closing. The transferee shall be responsible for all closing costs associated with its closing.
 - 7. Certain Requirements.
 - a. Encumbrances. Improvement or development of, repairs, and use of, certain of the LCRDA Parcels is governed by: (i) the Innovation Park Planned Unit Development ("PUD"), as amended; (ii) the Innovation Park Development Agreement with the City of Tallahassee recorded August 9, 2010, in Official Records Book 4148, Page 1584, Public Records of Leon County, Florida (the "Development Agreement"); (iii) that certain Financial Assistance Award No. 04-79-07447, dated September 17, 2020 in the amount of Twelve Million Three Hundred Ninety Six Thousand Six Hundred Eighty Three and No Dollars given by the United States Department of Commerce, Economic Development

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Administration under the Public Works and Economic Development Act of 1965 as evidenced by that certain mortgage recorded on April 28, 2022 in Book 5728, Page 748 of the Official Records of Leon County, Florida (the "EDA Grant"); (iv) the terms of that certain loan given to LCRDA by The Florida State University Research Foundation, Incorporated, as evidence by a mortgage recorded on April 28, 2022 in Book 5728, Page 748, of the Official Records of Leon County, Florida (the "FSURF Loan"); and (v) Innovation Park/Tallahassee Declaration of Protective Covenants, recorded February 10, 1981, in Official Records Book 984, Page 2269, Public Records of Leon County, Florida, ("Covenants").

- b. <u>Amendment to Covenants</u>. Prior to Closing, the Parties agree to work in good faith to amend and restate the Covenants so that they are updated to reflect the structural changes contemplated herein and, at a minimum, include the following changes:
 - Development Review Committee. The Parties agree to amend the Covenants to replace the LCRDA on the Development Review Committee with a member appointed by the Division of State Lands ("DSL") at the Florida Department of Environmental Protection ("FDEP") as the agent for TITTF.
 - ii. <u>Declarant</u>. At Closing, LCRDA will transfer to FSU its rights as the Declarant in and to the Covenants and the amended and restated Covenants will reflect this transfer. It is the intent of the Parties that the FAMU Parcels and FSU Parcels will still remain a part of Innovation Park subject to the Covenants as amended and restated at Closing.
- c. Common Infrastructure. FSU and FAMU will continue to share the common infrastructure and shall enter into an agreement prior to Closing delineating each party's responsibility and share of common area maintenance expenses, the collection of a necessary fee ("CAM Fee"), and how the CAM fee will be administered. Alternatively, FSU and FAMU may address the CAM Fee in the amended and restated Covenants. FAMU and FSU will share these expenses and pay the CAM Fee as agreed to by the Parties each party holds in Innovation Park. This CAM Fee will be used for the expenses directly related to maintaining and operating the common areas, entrances, utilities, refuse collection, irrigation, signage, storm water pond permits, landscape expenses and maintenance.
- d. PUD and Development Agreement. LCRDA shall coordinate with FAMU and FSU, as well as the Tallahassee-Leon County Planning Department, to assign the development rights created and authorized by each the PUD and Development Agreement to each FAMU and FSU on an even fifty percent each basis with each respective share to be ported into the FAMU and FSU campus development agreements, but with a recognition that said rights have fungibility and may be transferred between FAMU and FSU and notice to the Tallahassee-

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- Leon County Planning- Department. The approved transfer of these development rights will be documented in writing at Closing.
- e. 2013 MOU. The Parties agree that this MOU is intended to supersede and replace the 2013 MOU, and in particular, as part of this MOU, the fees for the Administrative Expenses and Economic Development and Marketing Expenses as defined therein will no longer be collected.
- f. FSURF and EDA Grant. The FSU Parcels include Lots 5E and 6E, the site of the North Florida Innovation Lab ("NFIL"), which is subject to the EDA Grant and FSURF Loan. Prior to Closing, LCRDA shall negotiate with FSU and FSURF a work-out arrangement allowing LCRDA to divest any and all interests, obligations, and liabilities in NFIL. This work-out arrangement will cause FSU to receive Lots 5E and 6E, subject to the EDA Grant which has priority over the FSURF Loan, while allowing FSURF to operate the NFIL and receive any revenues. Additionally, LCRDA will work in good faith with FSU to facilitate conversations with the EDA and file any required paperwork to effectuate the transfer of Lots 5E and 6E subject to the EDA Grant.
- 8. Additional Transfers and Further Assurances. After the Effective Date and prior to Closing, the Parties will investigate whether other agreements held by LCRDA relative to Innovation Park that are necessary for the continued operation of Innovation Park or for the complete and quiet enjoyment of FAMU or FSU of the parcels to be transferred, or otherwise necessary to effectuate the intent of this MOU (e.g. Parking Encroachment Agreement with City of Tallahassee dated December 4, 1986) exist. Any such agreement so identified will be transferred upon request to the relevant transferee. LCRDA shall, from time to time, upon either FAMU's or FSU's request, execute, deliver, record and furnish such documents as either may reasonably deem necessary or desirable (a) to correct any errors of a typographical nature that may be contained in any of the Closing Documents, or (b) to consummate fully the transaction contemplated under this MOU.
- Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. Amendments. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by the Parties. This MOU replaces and supersedes any prior memorandum of agreement or understanding between all or some of the parties regarding the restructuring of Innovation Park.
- Law. This Agreement shall be governed by and construed in accordance with Florida law.
- 12. <u>Section Headings</u>. The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement, nor the meaning of any provision hereof.
- 13. Attorneys' Fees and Costs. In any litigation arising out of or pertaining to this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, whether incurred before, after or during trial, or upon any appellate level.

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- 14. <u>Time</u>. Time is of the essence of this Agreement. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 P.M. Eastern Standard Time on the next ensuing business day.
- 15. <u>Counterparts and Electronic Execution</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. It is the intent of the parties to circulate original signature copies, however, DocuSign or email copies shall be deemed originals until original signatures are obtained.

IN WITNESS THEREOF, the parties have caused this Memorandum of Understanding to be executed as of the date first written above.

LCRDA:

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes

Namo: MILHARZ IS CLAMEL Its: EXECTIVE DIRECTOR

FAMU:

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, acting for and on behalf of Florida Agricultural and Mechanical University

Name: Larry Robinson Its: President FSU:

FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, acting for and on behalf of The Florida State University

Name: Richard McChulby
Its: Prestden

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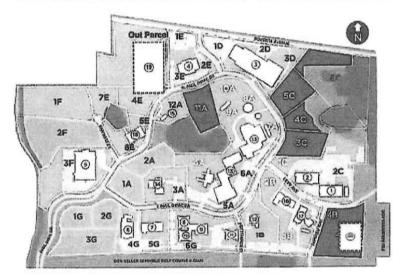
EXHIBIT A

OCTOBER 2023

LCRDA at Innovation Park

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