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**ORANGE COUNTY, FLORIDA  
AND  
GROWFL INC.**

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**FY 2025 GRANT AGREEMENT**

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THIS AGREEMENT (“Agreement”), made and entered into this 1st day of October 2024, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County,” and GROWFL INC. hereinafter referred to as the “GROWFL”.

**WITNESSETH:**

WHEREAS, GROWFL has applied to the County for a donation of funds for the operations of GROWFL; and

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to GROWFL to launch a program to provide education and training in entrepreneurship and business leadership for business owners, and has determined that there is a public interest for such activities/programs in order to support existing small businesses and residents desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to GROWFL for such purposes; and

WHEREAS, the County desires to enter into an agreement with GROWFL whereby GROWFL will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, GROWFL has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. County’s Obligation.**

**1.1** The County has appropriated for the period commencing October 1, 2024 and ending September 30, 2025, the total sum of THIRTY-SIX THOUSAND SIX HUNDRED AND FIFTY-SIX and 00/100 Dollars (\$36,656.00) (“County Contribution”) to be administered and disbursed by GROWFL solely for the purposes set forth in Exhibit “A”. Any funds not spent or encumbered by September 30, 2025 for the designated purpose set forth in Exhibit “A”, shall be

returned to the County within sixty (60) days. At GROWFL's request and for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant GROWFL up to six (6) additional months to expend the funds. Any such request shall be submitted in writing to the Office of Economic Development. The Economic Development Administrator shall issue a written decision in response to such request within 10 County business days. The County Contribution shall be made in two (2) equal installments of \$18,328.00. Payments are scheduled based on the submission of two performance and financial reports, as outlined in Exhibit "A." The report for the first period (October 1 to March 31) is due no later than April 15, and the report for the final period (April 1 to September 30) is due no later than October 15, as described in Exhibit "B." This final report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of GROWFL to receive future contributions from the County.

**1.2** No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County.

Furthermore, GROWFL agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

**1.3** No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions, and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

## **Section 2. GROWFL's Obligation.**

**2.1 Representation of GROWFL.** GROWFL represents that it will use its best efforts to develop and promote small businesses and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

**2.2 GROWFL as Independent Contractor.** The parties expressly acknowledge that GROWFL is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership, or joint venture relationship between the parties.

**2.3 Unlawful Discrimination.** GROWFL, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

**2.4 Accounting.** GROWFL will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. GROWFL agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Reporting shall contain a standardized format including an Executive Summary, Table of Contents, detailed breakdown by programming, participant data, financials, and other specified sections pertaining to, as required by the agreement. All fonts in reporting should be legible and in Times New Roman 12 pt. format to ensure readability. A standardized reporting template to be provided upon request. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of GROWFL to receive future contributions from the County.

**2.5 Non-Profit Status.** GROWFL agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If GROWFL should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

**2.6 Right to Inspect and Audit Accounts.** During the term of this Agreement, GROWFL, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit GROWFL's books and accounts at any time during normal working hours, provided that reasonable notice is given to GROWFL prior to any such inspection. Any costs incurred by GROWFL as a result of a County audit shall be the sole responsibility of and shall be borne by GROWFL. In addition, should GROWFL provide any or all of the County's funds to sub-recipients, then, and in that event, GROWFL shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

**2.7 Maintenance of Records; Audit.** For a period ending five (5) years after the expiration or termination of this Agreement, GROWFL shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

**2.8 Assignment.** GROWFL may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

**2.9 Indemnification.** GROWFL agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out of or in any way connected with GROWFL's performance of its obligations under, or GROWFL's breach of, this Agreement.

**Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2024 and shall continue until September 30, 2025, unless extended by written modification to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

**Section 4. Notice.**

**4.1 Notice.** All notices required herein shall be delivered by either certified mail with return receipt requested or in person with proof of delivery. Notice shall be deemed received when (a) personally delivered or (b) on the third business day after mailing by certified mail with return receipt. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate party and address specified below:

COUNTY: Orange County Board of County Commissioners  
Attn: Economic Development Administrator  
201 S. Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

AND

Orange County Administrator  
201 S. Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

GROWFL: GrowFL  
201 E Pine St Suite 735  
Orlando, FL 32801

**Section 5. Miscellaneous.**

**5.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

**5.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants, or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**5.3 No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

**5.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

**5.5 Severability.** It is agreed by and between the parties that if any covenant, condition, or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

**ORANGE COUNTY, FLORIDA**  
**By: Board of County Commissioners**

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

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

**ATTEST: Phil Diamond, CPA, County Comptroller**  
**As Clerk of the Board of County Commissioners**

By: \_\_\_\_\_  
Deputy Clerk

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

**GROWFL INC.**

By:  \_\_\_\_\_  
Tammie Sweet, Executive Director

Date: 10/30/2024

## **EXHIBIT A**

### **ACTIVITY FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of \$36,656 for FY24-25 will be used to support GROWFL's operations, which consist of highly skilled staff in technical assistance provision to second-stage growth companies through GrowFL's services, as well as the Florida Virtual Entrepreneur Center program. Additionally, GrowFL staff shall provide a detailed budget outlining how the funds will be utilized. Also, GrowFL will participate in Eight (8) meetings per year. Four (4) in-person meetings and Four (4) virtual group grantee calls with County staff.

Second Stage technical assistance refers to providing services to companies that are beyond the startup phase, but still small. This process leverages "economic gardening" methodologies focused on helping companies with at least 10 employees grow their top line sales and help propel a company for rapid growth.

**SYSTEM FOR INTEGRATED GROWTH** The GrowFL System for Integrated Growth (SIG) matches businesses with a GrowFL group of experts who help analyze a company's overall business strategy. The SIG Team uses high-end corporate-level tools and cutting-edge scientific concepts to help second-stage companies positively affect sales and marketing efforts, resulting in business growth and sustainable job creation. SIG tools identify markets, monitor competitors, track industry trends, locate customer clusters on maps, and use search engine optimization/social media for marketing and customized research. The tools focus on front-end strategic business issues, including core strategy, market dynamics, marketing, teams, and finance, drawing on scientific theories based on complexity science, network theory, temperament of individuals, and systems thinking.

### **GrowFL FLORIDA COMPANIES TO WATCH**

CEO Profiles, Entrepreneurship Marketing and Promotion, Networking, Resource Support. Florida Companies to Watch celebrates growing second-stage companies headquartered in Florida. The Edward Lowe Foundation developed Companies to Watch as a unique way to recognize and honor second-stage companies that demonstrate high performance in the marketplace with innovative strategies and processes, making them "worth watching." Each year, 50 companies are chosen that exemplify growth and success.

**LEADERSHIP INSTITUTES** are meticulously designed to cater to diverse entrepreneurial needs. They focus on various specialized sectors, such as manufacturing, veteran-owned businesses, and more. These institutes provide a tailored learning environment that addresses each niche's specific challenges and opportunities. Through these programs, entrepreneurs can engage in peer learning and leadership development that resonates deeply with their unique business contexts. Whether fostering growth in manufacturing or providing resources for veteran entrepreneurs, the institutes offer valuable insights and strategies pertinent to each sector, enhancing the participants' ability to scale their businesses effectively.

GROWFL’s Proposed Budget – Total: \$36,656

<b>FY 24-25 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
GrowFL Florida Companies to Watch	\$12,500	CEO Profiles, Entrepreneurship Marketing and Promotion, Networking. Resource Support
System for Integrated Growth	\$15,000	Technical assistance, growth and marketing strategies, qualified leads, succession planning, finance strategy
Leadership Institutes	\$9,156	Peer to Peer learning for CEOs, coaching, strategic planning

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING ATTORNEY’S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.



## **EXHIBIT B**

The following reports are to be submitted to the Office Economic, Trade & Tourism Development as indicated:

- 1) GROWFL shall provide the County with a copy of its semiannual performance and financial reports of the agency's activities/programs/services. A spreadsheet shall be provided outlining clients served to ensure alignment with programming goals. In cases where Grantee has been awarded multiple grants, staff should make every effort to prevent duplicating efforts and ensure that resources are allocated efficiently and strategically. Reporting periods shall end on March 31, and September 30.

<b>Invoice</b>	<b>Period</b>	<b>Reports and Invoices Due</b>
1	October 1– March 31	April 15
2	April 1 – September 30	October 15

Within each report, the following information needs to be included as it pertains to the agency's activities/programs/services offered to companies located within unincorporated Orange County:

- Brief summary of the progress of the programs - should include topics shared in each educational offering and number of unique attendees, as well as total attendee numbers for each offering; total number of hours of technical assistance provided across participants from GROWFL staff or Contractors; any impact metrics or anecdotes of notable connections or outcomes from Demo days, etc.
- Updated listing of new clients of Program—information provided can be in a table format and must include at least the name of the individual, industry, program participated in, and outcomes.

**The final report will include:**

- Number of unique, as well as total participants in each Program
- Cumulative listing of every participant across Programs up until September 30 - adding a progress column to the provided progress report table which provides any of the following for that organization that can be obtained through best efforts: 1) total dollar amount of revenues/contracts obtained during the work period; 2) total dollar amount of grants obtained during the work period as well as total dollar amount of grants/contracts pursued; 3) total number of new jobs full or part-time/1099s created within the fiscal year; and 4) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.

A presentation to County staff will also be required to discuss through the final report.

2) GROWFL shall provide the County with a copy of its annual financial report, external audit reports, if any, and any performance or statistical data requested by Orange County.

**Reports and Communications to the COUNTY:**

Orange County. Office of Economic, Trade & Tourism Development  
ATTN: Economic Development Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32801  
Phone: (407) 836-7370  
Fax: (407) 836-7399

**Reports and Communications to GROWFL:**

GROWFL  
ATTN: Tammie Sweet  
747 SW 2<sup>nd</sup> Avenue, Box #16  
Gainesville, FL 32601  
Phone: 407-498-5323