
**ORANGE COUNTY, FLORIDA
AND
STARTER STUDIO FL INC.**

FY 2023 GRANT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 1st day of October 2022, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and STARTER STUDIO FL INC. hereinafter referred to as the "STARTERSTUDIO".

WITNESSETH:

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

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to STARTERSTUDIO 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 STARTERSTUDIO for such purposes; and

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

WHEREAS, STARTERSTUDIO 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, 2022 and ending September 30, 2023, the total sum of ONE HUNDRED FIFTY-FIVE THOUSAND and 00/100 Dollars (\$155,000.00) ("County Contribution") to be administered and disbursed by

STARTERSTUDIO solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2023 for the designated purpose set forth in Exhibit "A", shall be returned to the County. At STARTERSTUDIO's request and for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant STARTERSTUDIO 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 four (4) equal installments of THIRTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY and no/100 Dollars (\$38,750.00) on the following dates and contingent upon the County's satisfactory receipt of a fully-executed Agreement, as well as an invoice, and then three (3) quarterly performance and financial reports of STARTERSTUDIO's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 30 days after the end of the quarters ending December 31; March 31; and June 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first installment payment will be paid by the end of November or within 30 days after the execution date of this Agreement and receipt of invoice. The three remaining installment payments shall be paid within 30 days of receipt of each prior report. The first report is due no later than January 31; the second report is due by no later than April 30; and the final report is due by no later than July 31. A final report, to include progress on remaining months not covered by quarterly reports, is due September 1 with required outline explained in Appendix "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 STARTERSTUDIO 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, STARTERSTUDIO 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. STARTERSTUDIO's Obligation.

2.1 Representation of STARTERSTUDIO. STARTERSTUDIO 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 STARTERSTUDIO as Independent Contractor. The parties expressly acknowledge that STARTERSTUDIO 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. STARTERSTUDIO, 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. STARTERSTUDIO 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. STARTERSTUDIO agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". 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 STARTERSTUDIO to receive future contributions from the County.

2.5 Non-Profit Status. STARTERSTUDIO agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If STARTERSTUDIO 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, STARTERSTUDIO, 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 STARTERSTUDIO's books and accounts at any time during normal working hours, provided that reasonable notice is given to STARTERSTUDIO prior to any such inspection. Any costs incurred by STARTERSTUDIO as a result of a County audit shall be the sole responsibility of and shall be borne by STARTERSTUDIO. In addition, should STARTERSTUDIO provide any or all of the County's funds to sub-recipients, then, and in that event, STARTERSTUDIO 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, STARTERSTUDIO 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. STARTERSTUDIO 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. STARTERSTUDIO 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 or in any way connected with STARTERSTUDIO's performance of its obligations under, or STARTERSTUDIO'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, 2022 and shall continue until September 30, 2023, 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. Miscellaneous.

4.1 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.

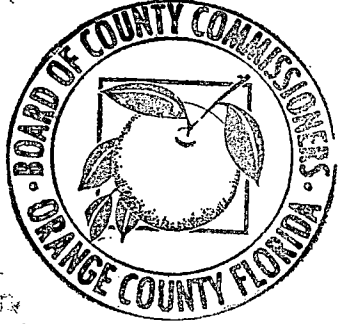
4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any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

4.3 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.

4.4 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.

4.5 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.

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Brooks*
Jerry L. Demings
Orange County Mayor

Date: 29 Nov 22

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

By: *Neelha Per*
For Deputy Clerk

Date: NOV 29 2022

STARTER STUDIO FL INC.

By: *Dawn Haynes*
Dawn Haynes, CEO/Executive Director

Date: 10/25, 2022

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$155,000 for FY22-23 will be used to support STARTERSTUDIO's operations, which consist of highly skilled staff in technical assistance provision to small businesses and budding founders. The programs they offer are targeted to serving tech and tech-enabled startups at various stages of development, from the earliest ideas to investment seeking.

STARTERSTUDIO is expected to deliver the following major initiatives by September 30, 2023:

- Recruit and host at least 8 cohorts serving at least 50 participants combined, across all programs
- Participation in monthly group grantee calls with County staff, as well as in utilizing the SourceLink web resource provided by the National Entrepreneur Center and the County, and the Central Florida STEM Online Mentor Database provided by The Corridor and the County (training will be provided in monthly group grantee calls for how to access and use the online resources)
- Work with Orange County staff to investigate and prioritize technology solutions which the County may invest in or procure; as well as work with The Corridor on the local industry cluster strategy plans complimentary to their accelerators outcomes

Particular tasks agreed to be completed during the FY22-23 budget year include:

- Recruitment and selection of participants
- Provide educational programming, access to mentors/Subject Matter Experts, and continuous coaching
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B

STARTERSTUDIO's Proposed Budget – Total: \$155,000

FY 22 -23 Budget Categories	Amount	Notes on Types of Expenses for the Category
Showcase and Other Events	\$23,000	Demo days, Alumni Workshops, Alumni/Investor networking
Tools and resources (including OC-based contractors)	\$132,000	Web/Content upgrade, Marketing creative/materials, Facilitators, Alumni Network dev, Curriculum R&D/updates, Intern stipends; SME Stipends, Badging, Awards
TOTAL:	\$155,000	

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) Within 30 days of the end of the quarter, STARTERSTUDIO shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on December 31, March 31, and June 30.

Quarter	Reports Due (no later than)	Payment Due to STARTERSTUDIO
First (1 st)	January 31	Within 30 days of receipt of first quarter report
Second (2 nd)	April 30	Within 30 days of receipt of second quarter report
Third (3 rd)	July 31	Within 30 days of receipt of third quarter report

Within each quarterly report, the following information needs to be included as it pertains to the deliverables outlined above:

- Brief summary of the progress of the accelerator programs – should include topics shared in each educational offering and number of unique attendees, as well as total attendee numbers for each offering; number of mentors obtained and/or connected to participants; total number of hours coaching provided across participants from STARTERSTUDIO 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 be at least: name of individual, anticipated industry/application for technology, brief explanation of what the technology is, whether there is intellectual property involved and if so, each patent pending/patent numbers, and his/her demographic information including gender and race/ethnicity. If a company is formed please share the address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company could sell to (recommend also providing NAICs and NIGP codes), and potential opportunities/synergies for the company to work with the County (can be short summaries).

For the final report, the following is also needed:

- Cumulative listing of every participant in the accelerator programs up until September 1 – adding a progress column to the quarterly provided progress report table which provides any of the following for that individual: 1) total dollar amount of revenues/contracts/investments 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 mentor/SME connections made by STARTERSTUDIO for client as well as whether the connection was made using the Central Florida Online Mentor Database, as well as the number of total unique mentors added over the year to either STARTERSTUDIO's database as well as to the Online Mentor Database; 4) total number of customer, investor and/or partner connections made by STARTERSTUDIO for client as well as who clients were introduced to; 5) brief summary of any new intellectual property created or obtained as well as any progress on IP progressed (i.e. pending to full patent, etc.); and 6) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the Program (can include notes on founder skill development).

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

2) Within 30 days of its release, if requested by the County, STARTERSTUDIO 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: Eric Ushkowitz, Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802
Phone: (407) 836-7370
Fax: (407) 836-7399

Reports and Communications to STARTERSTUDIO:

STARTERSTUDIO
ATTN: Dawn Haynes, CEO/Executive Director
130 S. Orange Ave, Suite B,
Orlando, Florida 32801
Phone: 407-378-4150