



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: July 13, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *MTC*

FROM: Ana Alves, Sr. Acquisition Agent
Real Estate Management Division *AA/MTC*

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Orange County, Florida and GrowFL, Inc. Affiliate Service Provider Agreement, and authorization for the Real Estate Management Division to exercise renewal options, execute a termination notice, and furnish notices, required or allowed by the agreement, as needed.

PROJECT: GrowFL, Inc. - NEC at Fashion Square Mall
3201 East Colonial Drive, Orlando, Florida, 32803
Lease File #2062-ASP6

District 5

PURPOSE: To provide office space, training and meeting rooms, and associated equipment and resources for business training and consulting services at the National Entrepreneur Center.

ITEM: Affiliate Service Provider Agreement
Term: Until December 31, 2025

APPROVALS: Real Estate Management Division
County Attorney's Office
Risk Management Division
Facility Management Division

REMARKS: The National Entrepreneur Center ("NEC") is a public-private partnership between Orange County ("County"), Disney Worldwide Services, Inc. and the University of Central Florida, designed to provide educational training services to small business owners in the Central Florida area. The existing Lease Agreement was approved by the Board on August 31, 2010 and will expire May 25, 2026.

Under the terms of the Cosponsorship Agreement, approved by the Board on March 29, 2011, as amended, the County on behalf of the NEC, enters into Affiliate Service Provider and Resident Service Provider Agreements in order to allow service providers to use resources, equipment, training, meeting rooms, and facilities at the NEC.

This Affiliate Service Provider Agreement will authorize the NEC to allow GrowFL, Inc. ("GrowFL") to become a recognized affiliate service provider and enable the County to provide training and meeting rooms at the NEC. GrowFL may promote global business opportunities within the Central Florida business community through networking events, business seminars, and collaborative partnerships with both the public and private sectors; advocate, promote and engage with technical business assistance available through the in-house service providers at the NEC. GrowFL must also provide the NEC with timely activity reporting each quarter, and other items as specified in the Agreement. GrowFL will pay a lump sum of \$5,000 annually in January of each calendar year of the agreement to NEC's fiscal agent. Additionally, GrowFL will pay the NEC for telecommunications hardware, software, lines, and internet, as well as, long distance and other charges incurred by GrowFL. The terms and conditions of this Affiliate Service Provider Agreement are materially consistent with the terms and conditions of the other Affiliate Service Provider Agreements in the NEC.

ORANGE COUNTY, FLORIDA

and

GROWFL, INC.

AFFILIATE SERVICE PROVIDER AGREEMENT

THIS AFFILIATE SERVICE PROVIDER AGREEMENT (“**Provider Agreement**”) made as of the date fully executed below (“**Effective Date**”), by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“**County**”) and the **GrowFL, Inc.**, a not-for-profit corporation (“**Service Provider**”), hereinafter collectively referred to as the “Parties” or “Party.”

WHEREAS, County, Disney Worldwide Services, Inc., and the University of Central Florida entered into a Cosponsorship Agreement dated March 29, 2011, as amended by the Amendment to Cosponsorship Agreement dated December 15, 2015, as amended by the Second Amendment to the Cosponsorship Agreement dated February 20, 2018, as amended by the First Amended and Restated Cosponsorship Agreement dated October 12, 2021 (collectively “**Cosponsorship Agreement**”) to establish the National Entrepreneur Center (“**Center**”); and

WHEREAS, County leases approximately 20,977 square feet of office space and 364 square feet of storage space for the Center from TBB Orlando, LLC (“**Landlord**”), successor in interest to PR Orlando Fashion Square LLC; under a Lease Agreement approved by the Board of County Commissioners August 31, 2010, as renewed and amended (“**Lease Agreement**”). Said office space is located at 3201 East Colonial Drive, Orlando, Florida 32803 within the Orlando Fashion Square Mall (“**Premises**”); and

WHEREAS, the purpose of the Center is to house a variety of non-profit organizations offering comprehensive small business training, information, business events, and educational activities for small business in the Central Florida area; and

WHEREAS, in accordance with the provisions of the Cosponsorship Agreement and Lease Agreement, County shall grant the use of the Premises by organizations for business training and consulting services to benefit the Center; and

WHEREAS, Service Provider is a nonprofit 501 (c) (6) business organization according to the Internal Revenue Service, and

WHEREAS, Service Provider desires to provide business training and consulting services to the individuals who use the Center; engage and promote the mission of the Center, and provide

detailed reporting of activity as required by the County; and

WHEREAS, the Parties have no active service provider agreements.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Provider Agreement.

Section 2. County Responsibilities.

The County shall:

(a) Make training and meeting rooms, and use of the facilities located at the Premises available to Service Provider in accordance with the terms and conditions of the Lease Agreement.

Section 3. Service Provider Responsibilities.

The Service Provider shall:

(a) Provide business training and consulting services, as set forth in Exhibit "A," attached hereto and made a part hereof.

(b) Complete and provide the Center a copy of the Service Providers quarterly activity report. A sample of which is attached hereto as Exhibit "B" and made a part hereof.

(c) Promote the goals and objectives of the Service Provider.

(d) Abide by and adhere to all the provisions of the Lease Agreement, with the exception of the payment of rent.

(e) Actively participate in, and support the collaborative environment created by assembling a variety of service provider organizations at the Center.

(f) Pay to the Center's fiscal agent, the University of Central Florida Research Foundation ("**Fiscal Agent**"), the amounts listed hereafter for use of the training/meeting facilities located on the Premises during the term of this Provider Agreement:

Lump sum of \$5,000.00 due annually in January of each calendar year

(g) Pay to the Fiscal Agent the cost of all long-distance charges placed by Service Provider from the Premises, which shall be billed monthly along with any other miscellaneous charges incurred by center on behalf of the Service Provider.

(h) Not occupy the Premises as its principal place of business or for use as its private office space.

During the term of this Provider Agreement, all monthly payments required by this section shall be rendered without demand on or before the first day of each month. All payments are to be made to the Fiscal Agent's address provided herein or at an address to be determined in writing by the Fiscal Agent. The initial monthly payment must be received by the Fiscal Agent no more than 30 days after receipt of the Fiscal Agent's invoice.

Section 4. Term. The initial term of this Provider Agreement shall commence retroactively on January 21, 2021 and terminates on December 31, 2025 ("Term"). Thereafter, unless renewed as provided herein, this Provider Agreement shall continue on a month-to-month basis and either Party may terminate this Provider Agreement upon forty-eight (48) hours written notice to the other Party.

Section 5. Termination. This Provider Agreement can be terminated by either Party at any time, with or without cause, upon no less than ninety (90) days notice in writing to the other Party. Such notice shall be delivered as provided herein or in person to the business address of the Party upon whom such notice is served. If this Provider Agreement is terminated, Service Provider shall pay a pro-rata share of its annual payment through the date of termination. The Manager of County's Real Estate Management Division, or designee, is authorized to exercise said termination notice.

Section 6. Notice. Any notice provided for in this Provider Agreement must, unless otherwise expressly provided herein, be in writing, and be forwarded by registered or certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier service such as FedEx or UPS. Either Party may change its address to any other address in the United States of America by notice in writing given to the other Party in the manner herein provided.

As to Service Provider: Ms. Jennifer Taylor
Grow FL
201 E. Pine Street, Suite 735
Orlando, Florida 32801

As to County: Manager
Orange County Real Estate Management Division
P.O. Box 1393
Orlando, Florida 32802

With a copy to: County Attorney
Orange County
P.O. Box 1393
Orlando, Florida 32802

AND
National Entrepreneur Center
3201 E. Colonial Drive, Suite A20
Orlando, FL 32803
Attn: Jerry Ross, President

Section 7. Signs. In accordance with the Lease Agreement, Service Provider may not erect, install or display any sign upon the Premises, the exterior of the Premises (including any exterior doors), or the exterior walls thereof, or in any window therein, without the prior written consent of both the County and the Landlord. Any signs erected, installed or displayed by Service Provider upon the interior of the Premises shall be subject to the County's prior written approval.

Section 8. Indemnification. To the fullest extent permitted by section 768.28, Florida Statutes, each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 9. Insurance. The Service Provider shall obtain and maintain, at its expense, insurance in accordance with provisions of the Lease Agreement as follows:

(a) General liability insurance in an amount not less than \$2,000,000 to cover the Service Provider, County, and the Center, and any others designated by County against liability for injury and/or death of any persons and for damage to personal property occasioned by or arising out of any construction, condition, use, or occupancy of the Premises. Said general liability policies shall carry the name of the Service Provider as the named insured. Service Provider shall provide the County with a certificate of insurance prior to the commencement of this Provider Agreement, and shall exhibit receipts showing payment of premiums. Such policy shall further provide that the insurer shall not cancel, alter, or allow expiration or other termination thereof without at least thirty (30) days prior written notice from such insurer to the County.

All-risk property insurance in an amount not less than \$1,000,000 to cover the full replacement value of Service Provider's furniture, equipment, supplies, and any other property owned, leased, held, or possessed by it.

(b) In lieu of the insurance required above, if the Service Provider is governed by section 768.28, Florida Statutes, it may self-insure in accordance with the provisions of that section. Lessee agrees to provide a certificate of insurance evidencing its insurance or election to self-insure

Section 10. Liability. County and its respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of Service Provider, its guest, employees or agents.

Section 11. Right to Inspect and Audit Books. During the term of this Provider Agreement, Service Provider shall permit the County, or any agent designated by the County, to inspect and audit Service Provider's books and accounts in relation to this Provider Agreement, except such books and accounts which are deemed by Service Provider to be confidential, exempt or protected by federal, state or local law. Such inspection or audit shall occur at any time during normal working hours, provided that reasonable notice is provided to Service Provider prior to any such inspection.

Section 12. Public Records. Pursuant to section 119.0701, Florida Statutes, Service Provider shall be responsible for complying with the provisions of Florida's public records laws. Specifically, Service Provider shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Provider Agreement.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in Service Provider's possession upon termination of this Provider Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Section 13. Amendments. This Provider Agreement may be amended only through a written document executed by both Parties.

Section 14. Assignment. This Provider Agreement may not be assigned by either Party without the prior written consent of the other Party. Failure to comply with this provision may result in immediate termination of this Provider Agreement.

Section 15. Severability. In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Provider Agreement and the same shall remain in full force and effect.

Section 16. Waiver. Performance of this Provider 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.

Section 17. Third-Party Rights. The provisions of this Provider Agreement are for the sole benefit of the Parties hereto and will not be construed as conferring any rights on any other person or entity.

Section 18. Independent Contractor Status. Service Provider is an independent contractor and neither Service Provider nor anyone employed by Service Provider shall be deemed for any purpose to be an employee of County in the performance of the work hereunder.

Section 19. Civil Rights. Neither Service Provider nor County will discriminate against any person or persons, with regard to race, color, sex, age, religion, ancestry, national origin, handicap, or marital status in the performance of this Provider Agreement.

Section 20. Governing Law. This Provider Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 21. Litigation and Venue. In the event a Party deems it necessary to take legal action to enforce any provision of this Provider Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 22. Remedies. No remedy herein conferred upon any part is intended to be exclusively of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 23. Headings. The headings or captions of articles, sections or subsections used in this agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Provider Agreement.

Section 24. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Provider Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Provider Agreement as stated.

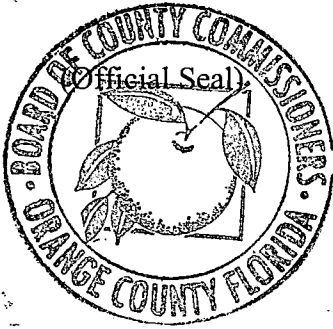
Section 25. Documentation. Service Provider hereby acknowledges and agrees County has provided Service Provider a copy of the Cosponsorship Agreement and the Lease Agreement.

Section 26. Entire Agreement. This Provider Agreement contains the entire agreement between the Parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either Party. Any modifications, additions, or amendments hereto must be in writing, and signed by the Parties.

(SIGNATURE PAGE TO FOLLOW)

Project: NEC at Fashion Square Mall
Agreement #2062-ASP3

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Service Provider Agreement on the dates indicated below.



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

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

Date: *26 July 2022*

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

By: *Noelle Rey*
Deputy Clerk

Date: *JUL 28 2022*

ATTEST/WITNESS:

Maggie Walden

Print Name: *Maggie Walden*

Kathryn Jordan

Print Name: *Kathryn Jordan*

SERVICE PROVIDER:

GrowFl, Inc.

By: *Jennifer Taylor*
Jennifer Taylor
Officer

Date: *7/4/22*

EXHIBIT “A”

SERVICE PROVIDER SERVICES

Service Provider shall support, and actively participate in the collaborative model established at the Center, while providing practical training and services to individuals who use the Center.

These services include the following:

- Promote business opportunities within the Central Florida business community through networking events, business seminars, and collaborative partnerships with both the public and private sectors.
- Advocate, promote and engage with the technical business assistance available through the in-house service providers at the NEC.
- Promote global business contracting opportunities within the community.

Service Provider shall provide services to individuals who use the Center. General expectations of Service Provider and its employees include the following:

- Regularly Scheduled and Dependable Office hours at the Center
- Professional Appearance and Demeanor
- Provision of professional and quality services and programs
- Excellent Customer Service
- Regular and timely communication with the Center
- Attendance by Service Provider CEO/Director at the Center’s Management Board meetings
- Timely reporting of Quarterly Activity to the Center
- Active participation in Center activities and initiatives
- Willing cooperation and collaboration with the Center and other resident providers
- Demonstrate responsibility and care for the shared facility, resources and equipment
- Maintain an informative and up-to-date client friendly website with the Center’s affiliation and link clearly displayed.

Exhibit "B"
 Sample - NEC Quarterly Activity Report

Service Provider OR Community Partner: UCFBIP	July 19	Aug 19	Sept 19	Total
# Training Workshops				0
# Training Attendees				0
# Counseling Sessions*				0
# People Counseled				0
Total Clients*	0	0	0	0
Gender/Ownership				
Woman-Owned (>50%)				0
Male-Owned (>50%)				0
Woman/Male Owned (50/50)				0
Not Available				0
Total Clients*	0	0	0	0
Race				
African American				0
Asian American				0
Native American				0
Caucasian				0
Not Available				0
Total Clients*	0	0	0	0
Ethnicity				
Hispanic				0
Non-Hispanic				0
Not Available	0	0	0	0
Total Clients*	0	0	0	0
Veteran				
Veteran				0
Service Disable Veteran				0
Non-Veteran				0
Not Available	0	0	0	0
Total Clients*	0	0	0	0
# Contacts**				0
# of Referrals to other NEC Providers:				0
Finance				
# Loans Originated				0
\$ Loans Originated				0
Other Capital (\$)				0
Impact				
Sales Increase (\$)				0
Jobs Created & Retained				0
New Business Starts				0