



Interoffice Memorandum

February 17, 2023

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

FROM: Roseann Harrington, Mayor's Chief of Staff on behalf of
the Office of Economic, Trade & Tourism Development

A handwritten signature in black ink, appearing to read "R. Harrington".

SUBJECT: **March 21, 2023 – Consent Agenda Item**
GROWFL Grant Agreement

Funding in the amount of \$35,937 was provided in the FY 2022-23 adopted budget for GROWFL, Inc. to provide technical assistance provision to second-stage growth companies.

To expedite the disbursement of funds, it is required that the Board approve and execute the grant agreement.

This agreement has been reviewed by the County Attorney's Office.

ACTION REQUESTED: Approval and execution of Orange County, Florida and GROWFL Inc. FY 2023 Grant Agreements authorizing the disbursement of \$35,937 as provided in the FY 2022-23 adopted budget.

**ORANGE COUNTY, FLORIDA
AND
GROWFL 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 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, 2022 and ending September 30, 2023, the total sum of THIRTY-FIVE THOUSAND NINE HUNDRED AND THIRTY-SEVEN and 00/100 Dollars (\$35,937.00) ("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, 2023 for the designated purpose set forth in

Exhibit "A", shall be returned to the County. 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 four (4) equal installments of 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 GROWFL'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 30as 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 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". 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 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, 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.

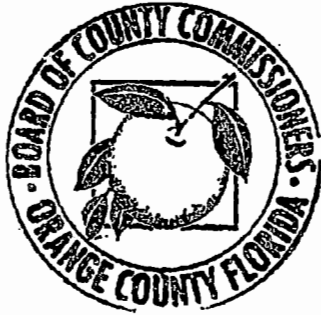
4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants, or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any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

Date: March 21, 2023

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

By: *Jennifer J. Kline*
Deputy Clerk

Date: March 21, 2023

GROWFL INC.

By: *Jennifer Taylor*
Jennifer Taylor/President & CEO

Date: 1/27, 2023
(JT)

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$35,937 for FY22-23 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.

GrowFL Program/Florida Virtual Entrepreneur Center (FLVEC):

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.

The Florida Virtual Entrepreneur Center (FLVEC) is an online directory of resource agencies that serve Florida's entrepreneurs. Business owners have access to a database of local and statewide resources including help with licenses, business mentoring and coaching, networking, and venture capital. The directory can be searched by county and by the state of the business seeking assistance. The site also tells the story of the entrepreneurs across the state, raising their visibility and connecting them to a statewide innovation ecosystem.

GROWFL's Proposed Budget – Total: \$35,937

FY 22 -23 Budget Categories	Amount	Notes on Types of Expenses for the Category
GrowFL Second-Stage Technical Assistance	\$27,900	Webinars, System for Integrated Growth, Roundtables, GrowFL Florida Companies to Watch, Regional Chapters, Manufacturing Leadership Institutes
Florida Virtual Entrepreneur Center (FLVEC)	\$8,037	CEO Profiles, Entrepreneurship Marketing and Promotion, Networking, Resource Support
TOTAL:	\$35,937	

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, GROWFL 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)
First (1 st)	January 31
Second (2 nd)	April 30
Third (3 rd)	July 31

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 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 be at least: name of individual, industry, program participated in and outcomes.

For the final report, the following is also needed:

- Number of unique, as well as total participants in each Program
- Cumulative listing of every participant across Programs up until September 1 – adding a progress column to the quarterly 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) Within 30 days of its release, if requested by the County, 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: 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 GROWFL:

GROWFL
ATTN: Jennifer Taylor
201 E. Pine Street, Suite 735
Orlando, FL 32801
Phone: 813-956-0193