

AGREEMENT BETWEEN BROWARD COUNTY, [REDACTED], AND [REDACTED], FOR KAUFFMAN FASTTRAC® ENTREPRENEUR DEVELOPMENT GRANT PROGRAM

This Agreement ("Agreement") is among Broward County, a political subdivision of the State of Florida ("County"), [REDACTED], an individual, and [REDACTED], a Florida [corporation/limited liability company] ([REDACTED] and [REDACTED], individually and collectively, are referred to as the "Grantees") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Kauffman Foundation ("Kauffman"), an internationally recognized leader in promoting entrepreneurship on a global scale, sponsors programs to foster urban, minority, and women entrepreneurship, training, networking, and research.

B. County, through its Office of Economic and Small Business Development (OESBD), and the Kauffman Foundation have co-created the Kauffman FastTrac® Entrepreneur Development Program, a series of entrepreneurial seminars offered on an annual basis to prospective and small business owners in Broward County.

C. Upon completing the Kauffman FastTrac® Entrepreneur Development Program, participants take part in a business plan competition and the top three contestants are each awarded a County-sponsored business grant (collectively, "Grant Program").

D. As Grant Program recipients, Grantees have been awarded a business grant in the amount of [REDACTED] Dollars (\$[REDACTED]), subject to the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of the Office of Economic and Small Business Development (OESBD), the Assistant Director of OESBD, or such other person designated by the Director of OESBD in writing.

1.5. **Grant Funds** means any amounts payable to Grantees under the Grant Program.

ARTICLE 2. EXHIBITS

Exhibit A	Eligible Expenditures and Reimbursables
Exhibit B	Entrepreneur Development Grant Disbursement Request Form
Exhibit C	Affidavit of Compliance with Foreign Entity Laws

ARTICLE 3. TERM

3.1. Term. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and shall end one year after the Effective Date (“Initial Term”), except as otherwise provided in this Agreement. The Initial Term and any Extension Term are collectively referred to as the “Term.”

3.2. Extension. Grantees may request to extend this Agreement for up to one (1) additional one (1) year term (“Extension Term”) by sending a written extension request to the Contract Administrator at least thirty (30) days prior to the expiration of the Initial Term. The Contract Administrator is authorized to exercise this extension option at their sole discretion. If so approved by the Contract Administrator, this Agreement shall continue upon the same terms and conditions as set forth herein for the Extension Term.

3.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

3.4. Time of the Essence. Time is of the essence for Grantees’ performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. GRANT TERMS

4.1. Grant Funds allocated for this Agreement are limited to [REDACTED] Dollars (\$ [REDACTED]) (“Grant Amount”), and are only payable to Grantees on a reimbursement basis for eligible expenditures as provided in Exhibit A. In no event shall the total amount of reimbursements due under this Agreement exceed the Grant Amount.

4.2. Grantees must submit a completed Exhibit B along with proof of payment for eligible expenditures (“Reimbursement Request”) to the Contract Administrator at the address listed in Section 9.8 within ninety (90) days after the expenditure and no later than the end of the Term. Contract Administrator will review Grantees’ Reimbursement Request and determine in the Contract Administrator’s sole discretion whether the expenditures are eligible for reimbursement under this Agreement and the amount of reimbursement payable. Upon approval by the Contract Administrator, County will pay Grantees the approved amount, which, when combined with all other approved amounts, shall not exceed the Grant Amount.

4.3. Grant Funds will be reimbursed only for eligible expenditures as described in Exhibit A. Expenses paid by Grantees that are not identified in Exhibit A shall be at Grantees’ sole risk and

County shall have no obligation to reimburse such expenditures. If County, in its sole determination, finds that any Grant Funds were reimbursed for ineligible expenditures, Grantees must repay such Grant Funds to County within five (5) business days after Contract Administrator's written request for repayment and County, in its sole discretion, may reallocate the repayment and any unpaid Grant Funds to other eligible Grant Program recipients.

4.4. County is not required to honor any invoice, receipt, or other documentation received by Contract Administrator after expiration or termination of this Agreement. Any Grant Funds not paid by County to Grantees after payment of all approved requests for reimbursement timely received shall remain County property.

4.5. County may suspend Grant Fund payments for Grantees' noncompliance with the Grant Program, including without limitation, any of the following:

4.5.1. Ineligible use of Grant Funds;

4.5.2. Failure to comply with the terms of this Agreement;

4.5.3. Failure to submit proof of expenditures, including vendor invoices and receipts, as required; or

4.5.4. Submittal of incorrect or incomplete proof of expenditures, including vendor invoices and receipts, in any material respect.

4.6. County reserves the right, in its sole discretion, to amend or modify the terms and conditions of the Grant Program.

4.7. County has the right to audit any and all invoices, receipts, and other documentation related to this Agreement to determine, among other things, whether the items invoiced have been purchased and that the invoiced items are proper for payment, as further enumerated in Section 9.3.

ARTICLE 5. GRANTEE ASSURANCES

5.1. Grantees certify that all of the following assurances are true and correct on the Effective Date and shall continue to be true and correct throughout the Term:

5.1.1. Grantees are residents of Broward County, Florida.

5.1.2. Grantees have complied with all applicable County codes and ordinances relating to Grantees' business, the Grant Program, or this Agreement, as well as all applicable federal, state, and County laws, ordinances, codes, and regulations, including the rules and regulations of the Grant Program. Any conflict or inconsistency between the above federal, state, or County guidelines or regulations and this Agreement shall be resolved in favor of the more stringent or restrictive provision, guideline, or regulation.

5.1.3. Grantees are not delinquent in any fees, fines, or taxes due or owing to County. Grantees shall provide proof of city and County local business tax receipts to confirm the tax status of their business.

5.1.4. Grantees are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local entity or agency.

5.2. Representation of Authority. Grantees represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Grantees, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Grantees have with any third party or violates Applicable Law.

5.3. Grantees expressly understand, agree, and acknowledge that Grantees are jointly and severally liable for the representations, covenants, conditions, assurances, obligations, and other terms of this Agreement and that each representation, covenant, condition, assurance, obligation, and term of this Agreement is applicable to, binding upon, and enforceable individually and collectively against each Grantee.

ARTICLE 6. INDEMNIFICATION

Grantees shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Grantees, or any intentional, reckless, or negligent act or omission of Grantees, their officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Grantees shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Grantees under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 7. TERMINATION

7.1. This Agreement may be terminated by County for cause with at least ten (10) days' advance written notice to Grantees. Termination for cause may be made by the Contract Administrator, the County Administrator, the Purchasing Director, or the Board. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which

termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Grantees shall be eligible for the payment of Grant Funds in accordance with Section 7.3 as its sole remedy.

7.2. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

7.3. If this Agreement is terminated for convenience by County, Grantees shall be reimbursed for any eligible expenditures that were already approved for reimbursement by the Contract Administrator through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Grantees acknowledge that they have received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience including in the form of County’s obligation to provide advance notice to Grantees of such termination in accordance with Section 7.1.

7.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY

Grantees shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in connection with their business or the retention of vendors to perform any services or provide any goods for which Grantees may seek reimbursement from Grant Funds.

ARTICLE 9. MISCELLANEOUS

9.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Grantees to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the eligible expenditures and reimbursables that do not increase the total cost to County or waive any rights of County.

9.2. Confidential Business Plans/Public Records. Grantees request pursuant to Section 288.075, Florida Statutes, that County maintain the confidentiality of business plans submitted to County by Grantees in connection with the Grant Program (“Business Plan”) for the period of time stated in that section. If a third party submits a request to County for a copy of the

Business Plan during that time period, County shall refrain from disclosing such information, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Grantees. Grantees shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of the Business Plan in response to a records request by a third party in accordance with this section.

9.3. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Grantees that are related to Grantees' use of Grant Funds, and Grantees shall keep all books, records, and accounts as may be necessary to record complete and correct entries applicable thereto. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Grantees shall make same available in written form at no cost to County.

Grantees shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Grantees hereby grant County the right to conduct such audit or review at Grantees' place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Grantees shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

9.4. No Relationship. Nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither Grantees nor their agents shall act as officers, employees, or agents of County. Grantees shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

9.6. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

9.7. Third-Party Beneficiaries. Neither Grantees nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no

third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8. Notice and Payment Address. Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Grantees. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Office of Economic and Small Business Development

Attn: Sandy-Michael McDonald, Director

115 South Andrews Avenue, Room A680

Fort Lauderdale, Florida 33301

Email address: OESBDADMIN@broward.org

FOR GRANTEES:

[Redacted]
[Redacted]
[Redacted]

Email address: [Redacted]

9.9. No Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Grantees without the prior written consent of County. Any violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other legal or equitable remedies available to County.

9.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.11. Compliance with Laws. Grantees must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973.

9.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

9.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

9.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

9.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.17. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Grantees.

9.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.20. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.21. Use of County Logo. Grantees shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

9.22. Foreign Entity Affidavit. Grantees shall complete and execute the affidavit attached as Exhibit C simultaneous with Grantees' execution of this Agreement.

(Remainder of page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of the Office of Economic and Small Business Development, authorized to execute same pursuant to Board action on the ____ day of _____ 20__, and Grantees, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its Director of the Office of Economic
and Small Business Development

By: _____
Sandy-Michael McDonald, Director of OESBD

_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____ (Date)
Sandy Steed
Assistant County Attorney

SS
2023 Kauffman Grant Agreement Template
11/08/2023
#1065796v3

AGREEMENT BETWEEN BROWARD COUNTY, _____, AND _____, FOR
KAUFFMAN FASTTRAC® ENTREPRENEUR DEVELOPMENT GRANT PROGRAM

GRANTEES

(Grantee's Name)

By: _____
Authorized Signer

Print Name and Title

____ day of _____, 20__

(Grantee's Name)

By: _____
Authorized Signer

Print Name and Title

____ day of _____, 20__

EXHIBIT A
Eligible Expenditures and Reimbursables

Expenditures eligible for reimbursement through Grant Funds are limited to the following expenditures that were incurred by Grantees after [Graduation Date] in connection with the establishment or expansion of Grantees' business or business concept in Broward County:

A. Payment of Impact Fees and Special Assessments:

1. Impact fees assessed by County, including fees for roads, parks, fire rescue, libraries, law enforcement, and public buildings.
2. Impact fees assessed by local governments and municipalities.
3. Special assessments by special districts.

B. Land Improvement Costs:

1. Road improvements.
2. Construction of recreational facilities open to the public.
3. Water and sewer connection fees.
4. Telecommunication connection fees and costs.
5. Infrastructure design and construction plan preparation.
6. Drainage facilities in conjunction with new road construction or on-site improvements.
7. Construction of new curbs, curb cuts, medians, shoulders, and sidewalks.
8. Relocating utilities to accommodate new roadway construction.
9. Façade improvement, landscaping, and road beautification costs.
10. County permitting, licensing, or other approval costs associated with land improvement.

C. Business Development Costs:

1. Business supplies, equipment, or software.
2. Marketing materials, website design.
3. Product inventory.
4. Professional services, such as accounting, legal, insurance, and consultant services.

D. Leasehold Improvements:

Costs of improvements to leased property to establish or expand the business.

E. Employee Training:

Costs to provide employee training required by the establishment or expansion of the business.

F. Other Costs or Fees:

1. Transportation costs that are directly tied to the business model, as determined in the sole discretion of the Contract Administrator (vehicle purchase or transportation costs of any sort requires the prior written approval of the Contract Administrator).
2. Other costs or fees approved in writing by the Contract Administrator.

EXHIBIT B
Entrepreneur Development Grant Disbursement Request Form

 Grantee Name

 Grantee Street Address (Physical Location) City/State Zip Code

 Grantee Mailing Address (if different from physical location) City/State Zip Code

Enter data for which you are requesting a grant disbursement below:

Period for which grant disbursement is requested: _____ to _____

Entrepreneur Development Grant Disbursement Request Information (Completed by Grantee)		
Expenditure Date	Expenditure Description	Expenditure Amount
		Total Grant Disbursement Requested:
		\$ _____

I certify, as the Grantee, that all information furnished as part of and in support of this payment request is true and complete to the best of my knowledge and belief and subject to independent verification by the Broward County Office of Economic and Small Business Development (OESBD) or its agents.

 Grantee Name (Please Print)

 Phone

 Email

 Grantee Signature

 Date

For Office of Economic and Small Business Development Use Only			
Grant Approval Date	Eligible Expense Period Start Date	Eligible Expense Period End Date	Original Grant Amount

Approvals:

Approved Disbursement Amount: \$ _____

 OESBD Approval Signature

EXHIBIT C
Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____