

Innovation Park TLH, Inc.
DBA North Florida Innovation Labs
Board of Directors Meeting
Collins Building
2051 East Paul Dirac Drive
Tallahassee, FL 32310

October 7, 2021
Immediately following 11:00am
LCRDA Board of Governors Meeting

Agenda

Due to the ongoing Coronavirus/COVID-19 pandemic, anyone wishing to address the Committee may appear in person (attendance in the room may be limited) or submit written comments by 9:00am the day before the scheduled meeting date so that the comments can be distributed to the committee members. Comments submitted after this time (up to the time of the meeting) will be accepted and included in the official record of the meeting. Email comments to: publicinput@inn-park.com and reference the meeting title and date in the subject line. Include your name and contact information. All times are approximate.

1. Call to Order—Kevin Graham, acting Chair

2. Introduction of Guests

3. Resignations

Kimberly Moore has resigned from the IPTLH Board of Directors effective immediately prior to this meeting. Sonjoy Goswami resigned from the IPTLH Board of Directors effective August 3, 2021.

4. Appointments

The Board of Governors of the Leon County Research and Development Authority, in accordance with IPTLH Bylaws, have appointed Tom Allen and David Ramsay to the IPTLH Board of Directors. Kevin Graham shall remain as the only other current appointment to the IPTLH Board of Directors.

5. Approval of Participation by Electronic Means

In accordance with the Bylaws, there being a quorum of members present in person, the members of the Board present in person are required to approve participation by those participating via Electronic Means acknowledging that the COVID-19 pandemic constitutes extraordinary circumstances.

6. Modifications to the Agenda

7. Public Comment

Any public comment received prior to the meeting will be provided to the Board members in addition to any in-person public comment.

8. Election of Officers

In accordance with IPTLH Bylaws, at each Annual Meeting of the Board, the Directors shall elect officers including Chair of the Board, President, Vice President, and Secretary/Treasurer. The proposed slate of officers is as follows: Kevin Graham, Chair of the Board and President; Tom Allen, Vice President; and David Ramsay, Secretary/Treasurer.

9. Approval of Draft Meeting Minutes, June 1, 2020 (Attachment A)

10. Financial Statements, August 31, 2021 (*Attachment B*)

11. Approval of Bank Resolution (*Attachment C*)

Staff requests the Board's adoption of a bank resolution authorizing the officers of the Board of Governors and the Executive Director to exercise the banking powers for the organization, and approval for the newly elected officers to execute any other forms necessary to transfer administrative powers from the prior officers to the newly elected officers.

12. American Rescue Plan Act (ARPA) Subaward Agreement (*Attachments D1-D3*)

The City of Tallahassee (City) and Leon County (County) have awarded a combined amount of \$150,000, from funds they received under the ARPA Coronavirus State and Local Fiscal Recovery Funds Statute, to Innovation Park TLH, Inc. DBA North Florida Innovation Labs (NFIL) to reimburse expenses for the support of local startup entrepreneurs in accordance with Exhibits A & B of the attached agreement through September 30, 2023. Some or all expenses for the program may be incurred by the Leon County R&D Authority (LCRDA) for the benefit of NFIL. *Staff requests approval to execute the subaward agreement with the City and County, and to execute agreements, as necessary, between NFIL and LCRDA for NFIL's reimbursement of LCRDA's expenses related to fulfillment of the obligations of the award agreement.*

13. New Business

14. Adjourn

**Innovation Park TLH, Inc.
Board of Directors Meeting**

Collins Building
2051 East Paul Dirac Drive
Tallahassee, FL 32310

June 1, 2020
Immediately following 11:00am
LCRDA Board of Governors Meeting

DRAFT Minutes

Members in Attendance: President Kimberly Moore, Vice President Kevin Graham.

Members Not in Attendance: Secretary/Treasurer Sonjoy Goswami.

Guests: LCRDA Staff: Ron Miller, Executive Director; Bill Lickson, Director of North Florida Innovation Labs; Peggy Bielby, Administrative Coordinator.

1. Call to Order

The meeting was called to order at 12:51pm by President Kimberly Moore.

2. Introduction of Guests

All present introduced themselves.

3. Approval of Participation by Electronic Means

As no members were participating by electronic means no vote was necessary.

4. Modifications to the Agenda

None.

5. Public Comment

None.

6. Approval of Draft Meeting Minutes October 1, 2020

Kevin Graham offered a motion to approve the meeting minutes. Kimberly Moore seconded the motion which passed unanimously.

7. Financial Statements

Ron Miller presented the financial statements as of April 30, 2021.

8. Code of Ethics Policy

Staff requests approval of the Code of Ethics Policy consistent with the requirements of Florida statutes and to comply with the Conflict-of-Interest Policy requirements for federal non-profit status.

Kevin Graham offered a motion to approve the policy. Kimberly Moore seconded the motion which passed unanimously.

9. New Business

None.

10. Adjourn

The meeting was adjourned at 12:53pm.

Next Meeting:
TBD



PROPERTY MANAGEMENT



August 2021 MONTHLY REPORT

PREPARED FOR:
IPTLH, Inc.
Tallahassee, FL



1018 Thomasville Road, Suite 200A
Tallahassee, Florida 32303

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+1 850 224 2300

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August 2021 Financial Performance Review

Balance Sheet
Income Statement
Check Register
Deposit Register

IPTLH, Inc. (iptlh)

Balance Sheet (With Period Change)

Period = Aug 2021

Book = Accrual

		Balance	Beginning	Net
		Current Period	Balance	Change
1000-0000	ASSETS			
1100-0000	CASH			
1110-4000	Cash - Hancock Bank	9,147.43	8,847.43	300.00
1190-0000	TOTAL CASH	9,147.43	8,847.43	300.00
1200-0000	RECEIVABLES			
1210-0000	Accounts Receivable	300.00	200.00	100.00
1299-0000	TOTAL RECEIVABLES	300.00	200.00	100.00
1990-0000	TOTAL ASSETS	9,447.43	9,047.43	400.00
2000-0000	LIABILITIES and CAPITAL			
2246-0000	Prepaid Rents	200.00	200.00	0.00
2253-0000	Due to LCRDA	9,560.20	9,560.20	0.00
2490-0000	TOTAL LIABILITIES	9,760.20	9,760.20	0.00
2500-0000	CAPITAL			
2710-0000	Retained Earnings	-312.77	-712.77	400.00
2890-0000	TOTAL CAPITAL	-312.77	-712.77	400.00
2990-0000	TOTAL LIABILITIES and CAPITAL	9,447.43	9,047.43	400.00

IPTLH, Inc. (iptlh)

Income Statement

Period = Aug 2021

Book = Accrual

		Period to Date	%	Year to Date	%
3000-0000	INCOME				
3050-0000	INCOME - OPERATING				
3500-0000	Resident Memberships	100.00	25.00	200.00	4.35
3600-0000	Collaborative Memberships	0.00	0.00	400.00	8.70
3700-0000	Virtual Memberships	300.00	75.00	4,000.00	86.96
3990-0000	TOTAL REVENUE	400.00	100.00	4,600.00	100.00
4000-0000	OPERATING EXPENSES				
5116-5000	REPAIR/MAINTENANCE				
5500-0000	PROPERTY ADMINISTRATION				
5525-0000	Bank Charges	0.00	0.00	36.00	0.78
5560-0000	Fees/Licenses/Permits	0.00	0.00	661.25	14.38
5599-0000	TOTAL PROPERTY ADMINISTRATION	0.00	0.00	697.25	15.16
7800-0000	TOTAL OPERATING EXPENSES	0.00	0.00	697.25	15.16
7999-0000	NET INCOME - OPERATING	400.00	100.00	3,902.75	84.84
9900-0000	NET INCOME	400.00	100.00	3,902.75	84.84

IPTLH, Inc - Operating Account
Bank Reconciliation Report
8/31/2021

9/20/2021

Posted by: kristy on 9/20/2021

Balance Per Bank Statement as of 8/31/2021		9,147.43
Reconciled Bank Balance		<u>9,147.43</u>
Balance per GL as of 8/31/2021		9,147.43
Reconciled Balance Per G/L		<u>9,147.43</u>
Difference	(Reconciled Bank Balance And Reconciled Balance Per G/L)	<u>0.00</u>

Cleared Items:

Cleared Deposits

Date	Tran #	Notes	Amount	Date Cleared
8/4/2021	34	:CHECKscan Deposit	100.00	8/31/2021
8/16/2021	35	:CHECKscan Deposit	200.00	8/31/2021
Total Cleared Deposits			<u>300.00</u>	



PO Box 4019
Gulfport, MS 39502-4019
Return Service Requested



Page: 1 of 1

Statements Dates
08/01/2021 - 08/31/2021

Account Number:

1429 000000 001
INNOVATION PARK TLH INC
CO NAI TALCOR
1018 THOMASVILLE ROAD SUITE 200A
TALLAHASSEE FL 32303

Images:

0

***ZERO CHECKS* EO**

**VISIT HANCOCKWHITNEY.COM OR CALL US AT 800-448-8812
TO ENROLL IN ONLINE BANKING WITH ESTATEMENTS**

Checking Account Summary

PREVIOUS BALANCE	8,847.43	AVERAGE BALANCE	
+ 2 CREDITS	300.00		9,021.62
- 0 DEBITS	.00	YTD INTEREST PAID	
- SERVICE CHARGES	.00		.00
+ INTEREST PAID	.00		
ENDING BALANCE	9,147.43		

***** CHECKING ACCOUNT TRANSACTIONS *****

● **Deposits and Other Credits**

Date	Amount	Description	Date	Amount	Description
08/06	100.00	Settlement TALCOR-IPT1104 021218000183953CCD	08/18	200.00	Settlement TALCOR-IPT1104 021230002876448CCD

● **Balance By Date**

Date	Balance	Date	Balance
07/31	8,847.43	08/06	8,947.43
		08/18	9,147.43



000000001

9/20/2021 2:12 PM

Payment Detail

Bank=ipt1104 AND mm/yy=08/2021-08/2021 AND Check Date=08/01/2021-08/31/2021 AND All Checks=Yes AND Include Voids=All Checks

Check#	Bank - Vendor - Date	Payable #	Property	Amount	Account
				0.00	

Deposit Register

Date = 08/01/2021 - 08/31/2021

Name	Property	Unit	Tenant	Period	Received Date	Deposit Date	Amount	Check #	Deposit #	Notes
(ipt1104) - 34 08/04/2021										
EduClear, LLC	iptlh	1	educlear	08/2021	8/4/2021	8/4/2021	100.00	1699	34	:CHECKscan Payment
Total (ipt1104) - 34 08/04/2021							100.00			
(ipt1104) - 35 08/16/2021										
Piersica, LLC	iptlh	1	piersica	08/2021	8/16/2021	8/16/2021	100.00	0024899869	35	:CHECKscan Payment
Nhu Engery	iptlh	2	nhueng	08/2021	8/16/2021	8/16/2021	100.00	003028	35	:CHECKscan Payment
Total (ipt1104) - 35 08/16/2021							200.00			
Grand Total							300.00			

IPTHL Innovaion
9/20/2021

IPTLH Innovation- North Florida Innovation Labs

Type	TENANT	BASE RENT	SALES TAX (7%)	OTHER	MONTHLY TOTAL	PREVIOUS BALANCE	TOTAL DUE	TOTAL PAID	DATE PAID	BALANCE DUE	NOTES	SALES TAX DUE
			0.00		-	0.00	0.00			0.00		\$0.00
			0.00		-	0.00	0.00			0.00		\$0.00
			0.00		-	0.00	0.00			0.00		\$0.00
			0.00		-	0.00	0.00			0.00		\$0.00
	Virtual Memberships		Exempt									\$0.00
1	Vacant	0.00	Exempt			0.00	0.00			0.00		
2	Nhu Engery	100.00	Exempt	0.00	100.00	(100.00)	0.00	100.00	8/16	(100.00)		
3	Piersica	100.00	Exempt	0.00	100.00	(100.00)	0.00	100.00	8/16	(100.00)		
4	EduClear, LLC (MDCG INC)	100.00	Exempt	0.00	100.00	0.00	100.00	100.00	8/4	0.00		
5	Vacant	0.00	Exempt	0.00	-	0.00	0.00			0.00		
6	Manser Edbrooke Technology	100.00	Exempt	0.00	100.00	200.00	300.00	0.00		300.00		
		400.00	0.00	0.00	400.00	0.00	400.00	300.00		100.00		0.00

Account Number: [REDACTED]

CORPORATE AUTHORIZATION RESOLUTION

Hancock Whitney Bank

INNOVATION PARK TLH INC DBA NORTH FLORIDA INNOVATION LABS
Corporation
2051 E PAUL DIRAC DR SUITE 100
Address
TALLAHASSEE FL 32310
City, State, and Zip Code

Branch Name: _____
Name/User ID _____

A. I, David Ramsay, certify that I am Secretary clerk of the above named corporation organized under the laws of FLORIDA, Federal Employer ID Number [REDACTED], engaged in business under the trade name of INNOVATION PARK TLH INC and that following is a correct copy of resolutions adopted at a meeting of the Board of Directors of this corporation duly and properly called and held on 10/07/2021. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

B. Be it resolved that,

- 1 The Financial Institution named above is designated as a depository for the funds of this corporation.
- 2 This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
- 3 All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of this corporation with this Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- 4 Any of the persons named below, so long as they act in a representative capacity as agents of this corporation, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable to open this Account with the Financial Institution and for the effective exercise of their powers indicated below, from time to time with this Financial Institution, concerning funds deposited in this Financial Institution, moneys borrowed from this Financial Institution or any other business transacted by and between this corporation and this Financial Institution subject to any restrictions stated below including, but not limited to, agreements for the issuance to authorized persons of debit and/or ATM cards, and this corporation agrees to, and shall be bound by, the terms and conditions of and shall otherwise be liable under the terms of all such contracts, agreements, stipulations and orders.
- 5 Any and all prior resolutions adopted by the Board of Directors of this corporation and certified to this Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, unless supplemented or modified by this authorization.
- 6 This corporation agrees to the terms and conditions of any account agreement, properly opened by any authorized representative s of this corporation, and authorizes the Financial Institution named above, at any time, to charge this corporation for all checks, drafts, or other orders for the payment of money that are drawn on this Financial Institution.

C. Print the name s and title s of any person who is authorized to exercise the powers listed below:

KEVIN GRAHAM - PRESIDENT
TOM ALLEN - VICE PRESIDENT
DAVID RAMSAY - SECRETARY/TREASURER
RONALD J MILLER, JR - EXECUTIVE DIRECTOR(Endorse checks and orders for the payment of money restricted to amounts of more than \$10,000)

- Endorse checks and orders for the payment of money and withdraw funds on deposit with this Financial Institution.
- Receive and use any debit and/or ATM card issued to him or her for the account of this corporation to make deposits and withdraw funds of this corporation, make purchases chargeable to this corporation and receive information, enter into transactions that may otherwise be available, from time to time, through the use of such card s).
- Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this Financial Institution.

D. I further certify that the Board of Directors of this corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the person named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name on 10/7/2021 Date

Attested by One Other Officer

Secretary

KEVIN GRAHAM, PRESIDENT
Printed Name and Title

DAVID RAMSAY
Printed Name

SUBAWARD AGREEMENT BETWEEN CITY OF TALLAHASSEE, LEON COUNTY AND
NORTH FLORIDA INNOVATION LABS FOR IMPLEMENTATION OF AMERICAN
RESCUE PLAN ACT FUNDING

No. _____

THIS SUBAWARD AGREEMENT BETWEEN CITY OF TALLAHASSEE, LEON COUNTY AND NORTH FLORIDA INNOVATION LABS FOR IMPLEMENTATION OF AMERICAN RESCUE PLAN ACT FUNDING (“Agreement”) is made and entered into as of the date of execution by the parties, by and between, the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as the “City”), LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (hereinafter referred to as the “County”), and INNOVATION PARK TLH, INC., a Florida not for profit corporation, d/b/a North Florida Innovation Labs (hereinafter referred to as the “Subrecipient”) (collectively referred to as “Parties”).

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (the “American Rescue Plan”) was enacted as Public Law to provide economic relief and recovery assistance in response to the Coronavirus Disease (COVID–19) pandemic; and,

WHEREAS, the American Rescue Plan amended Title VI of the Social Security Act and established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF Program”) and appropriated \$350 billion to, among other things, mitigate the fiscal effects stemming from the public health emergency with respect to COVID–19; and,

WHEREAS, the City and County are recipients under the SLFRF Program and are eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan (the “SLFRF Statute”); and

WHEREAS, the City will be allocated \$46.5 million and the County will be allocated \$57.0 million based on the funding formula established in the American Rescue Plan; and,

WHEREAS, portions of the payments from the American Rescue Plan can be used in response to COVID-19 itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency; and,

WHEREAS, on May 19, 2021, the Tallahassee City Commission approved its American Rescue Plan Program Funding Summary, which provides the opportunity for the City to address negative economic impacts from the pandemic on minority and women owned businesses, local entrepreneurs, and other local businesses; and,

WHEREAS, on July 7, 2021, the City Commission authorized the City Manager to expend Coronavirus State and Local Fiscal Recovery Funds as provided in the Program Funding Summary and to enter into subgrant agreements with fund recipients; and,

WHEREAS, on June 8, 2021, the Leon County Board of County Commissioners (the “Board”) ratified the preliminary actions taken by the Board during its May 25, 2021 Fiscal Year 2022 Budget Workshop, and approved the Proposed Expenditure Plan for the County’s Allocation of Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan (the “Expenditure Plan”), including the Small Business Support expenditure category to support several programs and initiatives directly supporting the local business community. This includes direct assistance to minority- and women-owned businesses through the SmartSteps Revolving Micro-Lending Program, support for the three local Chambers of Commerce to expand programming and resources for local businesses, and funding for local entrepreneur support entities to help startup companies in the post-pandemic economy; and,

WHEREAS, Small businesses nationwide have experienced the significant economic impacts of the COVID-19 pandemic and have been disproportionately affected due to revenue losses from forced closures and entrepreneur support entities such as Subrecipient will provide enhanced training series, employment connection opportunities, and resources to support talent retention, revenue growth, and innovation among the local entrepreneurial community; and

WHEREAS, on June 8, 2021, the Board authorized the County Administrator to expend Coronavirus State and Local Fiscal Recovery Funds as provided in the Expenditure Plan and to enter into subgrant agreements with fund recipients; and,

WHEREAS, the City and County believe it to be in the public interest to provide certain services to Tallahassee-Leon County residents according to this Agreement; and,

WHEREAS, the Subrecipient has reviewed the services to be performed pursuant to this Agreement and is qualified, willing, and able to provide all such services in accordance with the terms of this Agreement; and,

WHEREAS, the City and County recognize that the services to be performed pursuant to this Agreement may cause the Subrecipient to incur operational expenses beyond normal operations, and the County permits these expenses to be reimbursed as provided herein.

NOW, THEREFORE, the City, the County, and the Subrecipient, in consideration of the mutual covenants contained herein, do agree as follows:

1. SCOPE OF SERVICES

The Subrecipient agrees to diligently perform all services in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. The Subrecipient shall comply strictly with the terms and conditions of Exhibits A and B in the performance of its obligations under this Agreement, while retaining the discretion to adapt programs to maximize outcomes. Notwithstanding anything to the contrary herein, the performance of the Scope of Services shall be consistent with the eligible uses set forth at Section 603(c)(1)(A) of Title VI of the Social Security Act and the rules promulgated thereto.

2. REPORTING REQUIREMENTS

- A. The Subrecipient shall submit an activity report to the City and County as provided in Exhibit C at least quarterly regarding services performed and any goods provided under this Agreement. The City and County may amend Exhibit C from time to time and provide such amendments to the Subrecipient in a timely fashion. The activity report shall be provided at the time the Subrecipient submits an invoice for payment in accordance with Section 4 of this Agreement.
- B. The City and County will review Subrecipient-reported information for reasonableness, consistency, and compliance with the provisions of this Agreement. In the event the City and/or County believe that revisions to the Subrecipient-reported information are warranted, the City and/or County will notify the Subrecipient no later than ten (10) business days following the City and County's receipt of the activity report. The Subrecipient shall have ten (10) business days following such notification by the City and/or County to revise the activity report to fully address any and all issues raised by the City and/or County pursuant to this subsection to the satisfaction of the City and/or County. Such revised activity report or other documentation shall be submitted as instructed by the City and/or County.

3. TERMS AND DELIVERY

- A. This Agreement shall commence immediately upon full execution by the City, the County, and the Subrecipient and shall terminate at 11:59 p.m. on September 30, 2023. Reporting, invoicing, and payment are expected to continue beyond the term of this Agreement.

A purchase order not to exceed SIXTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$67,000.00) must be issued by the City and EIGHTY-THREE THOUSAND AND NO/100 DOLLARS (\$83,000.00) must be issued by the County before requesting payment for any work performed or goods purchased related to this Agreement. However, only funds expended and/or work performed between March 3, 2021 and September 30, 2023 will be eligible for payment and/or reimbursement.

4. COMPENSATION AND PAYMENT

- A. The City shall provide up to SIXTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$67,000.00) and the County shall provide up to EIGHTY-THREE THOUSAND AND NO/100 DOLLARS (\$83,000.00) for a total contract amount of up to ONE HUNDRED-FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) for the services described in Exhibit A. The funding shall be disbursed based on the performance of the Tasks identified in Exhibit A, project Scope of Services and as supported by the Subrecipient's proposal as set forth in Exhibit B to this Agreement.

- B. The City and County shall separately pay the Subrecipient on a pro rata basis in accordance with the terms and conditions of this Agreement for performing all services as set forth in Exhibit A upon the submittal of an invoice. The total amount of such payments shall include all costs necessary to provide all services outlined in Exhibit A to this Agreement.
- C. The Subrecipient shall submit an invoice form to the City and County as provided in Exhibit D for the payment of expenses incurred services performed and any goods provided set forth in Exhibit A.
 - 1. The total of payments to the City and County, respectively shall not exceed the amount set forth in Section 4.A.
 - 2. The Subrecipient shall submit to the City and County an activity report as described in Section 2 with details on tasks and work performed under this Agreement.
- D. Advance funding requests must be submitted to the City and County in writing and will be approved or denied by the City and County in their sole discretion within fifteen (15) days from receipt of the request.
 - 1. No more than 25% of the total funds allocated by the City and County under this Agreement may be provided as advance funding to the Subrecipient. Advance funding shall be prohibited if 75% or more of the total funds allocated by the City and the County have been or would be distributed.
 - 2. The Subrecipient's request shall describe the purpose for the advance funding and provide a proposed budget and timeline for the expenditure of the total amount requested.
 - 3. Upon the City and County approval of advance funding, the Subrecipient shall submit an invoice form to the City and County as provided in Exhibit D.
 - 4. The Subrecipient shall submit an activity report as described in Section 2 and documentation as described in Section 4.D.2 associated with the advance funding prior to or at the time of submitting a subsequent invoice for payment and/or reimbursement to the City and County.
- E. The Subrecipient can request pre-approval of a purchase deemed necessary to provide delivery of the services outlined in Exhibit A to this Agreement.
- F. If the Subrecipient contracts with a contractor or a supplier in the course of the performance of the services under this Agreement, payment by the City and County to the Subrecipient is contingent upon the submittal of the Certification of Payments to contractors and suppliers, the form of which is attached hereto as Exhibit E and

incorporated herein by reference. The Subrecipient shall provide such certification with the invoice submitted. Notwithstanding the foregoing, for any approved advance funding requests pursuant to Section 4.D that include funding for a contractor or a supplier, the Subrecipient shall provide such certification with its next quarterly activity report and invoice as a condition of all further payments. A “contractor” means an entity or individual providing goods or services to the Subrecipient and for which the Subrecipient is seeking reimbursement under this Agreement. The term “contractor” shall include all consultants. A certification shall be accompanied by a copy of the notification sent to each unpaid contractor or supplier listed on the form, if any, explaining the good cause why payment has not been made to that contractor or supplier.

- G. Subrecipient acknowledges and agrees that no minimum order of work is guaranteed under this Agreement. The City and County reserve the right to amend, reduce, or cancel any purchase order issued in relation to this Agreement in its sole discretion.
- H. All funds for payment by the City and County under this Agreement are subject to the availability of American Rescue Plan funding. In the event American Rescue Plan funding is unavailable, the City and County will terminate this Agreement, without termination charge or other liability.
- I. All funds received by Subrecipient shall be used solely for the purposes which are set forth within Exhibit A, Scope of Services, and eligible as a use under Section 603(c)(1)(A) of Title VI of the Social Security Act and the rules promulgated thereunder. Any funds which have been misspent or are being improperly held are subject to recovery by the City and/or County.

5. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by the City, the County, and the Subrecipient.
- B. If the City and/or County require the Subrecipient to perform additional services or provide additional goods related to this Agreement, then the Subrecipient shall be entitled to additional compensation based on the Payment Schedule included in Exhibit A to this Agreement, as amended to the extent necessary to accommodate such additional service(s) or goods. The additional compensation shall be agreed upon before commencement of any additional service(s) or provision of additional goods and shall be incorporated into this Agreement by written amendment. The City and County shall not pay for any additional service performed or goods provided before a written amendment to this Agreement.

Notwithstanding the preceding paragraph, in the event additional services or goods are required as a result of error, omission, or negligence of the Subrecipient, the Subrecipient shall not be entitled to additional compensation.

6. LIABILITY OF SUBRECIPIENT

A. The Subrecipient agrees to indemnify and hold harmless the City and the County, their officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this agreement.

The City or County may, at its sole option, defend itself or require the Subrecipient to provide the defense. The Subrecipient acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Subrecipient constitutes sufficient consideration for the Subrecipient's indemnification of the City and the County, their officials, officers and employees.

B. This section shall survive the termination of this Agreement.

7. RESPONSIBILITIES OF THE SUBRECIPIENT

A. The Subrecipient shall be responsible for the quality and functionality of all goods supplied and services performed by or at the behest of the Subrecipient under this Agreement.

B. The Subrecipient warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Subrecipient), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employees working solely for the Subrecipient, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Subrecipient shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, disability, sexual orientation, sexual identification, gender, national origin, marital status, familial status, or any other basis prohibited by applicable law in the performance of work under this Agreement.

D. The Subrecipient acknowledges and agrees that it will provide proof of registration with the Florida Department of State as a business registered to do business in Florida or, alternatively, provide the statutory basis for its exemption from this requirement.

- E. The Subrecipient agrees to duly execute and abide by the terms set forth in the Certification Regarding Lobbying, attached hereto as Exhibit F and incorporated herein.
- F. Subrecipient specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, regarding public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by the City and County in order to perform the services or provide the goods required under this Agreement;
 - 2. Upon request from the City's and/or County's custodian of public records, provide the City and/or County, as applicable, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost authorized in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer at no cost to the City and/or the County, as applicable, all public records in possession of Subrecipient upon termination of this Agreement and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City and/or County in a format that is compatible with the information technology system of the City and/or County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Treasurer-Clerk
City Hall, 2nd Floor
300 S Adams Street
Tallahassee, FL 32301
850-891-8779
records@talgov.com

Leon County Attorney's Office
Leon County Courthouse, 2nd Floor, Room 202
301 S. Monroe Street
Tallahassee, FL 32301

850-606-2500
BOCCPublicRecordsRequests@leoncountyfl.gov

- G. Subrecipient shall maintain records for the period set forth at Section 4 of the City and County's respective SLFRF Award Terms and Conditions, attached hereto as Exhibits H and I. Subrecipient shall provide or make records available to the U.S. Treasury Department upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office, Treasury's Office of Inspector General, and the Pandemic Relief Accountability Committee.
- H. The Subrecipient is, and shall be, in the performance of all work, services, and activities and the provision of all goods under this Agreement, "subrecipient" as that term is defined at 2 CFR § 200.1. Subrecipient is not an employee, agent, or servant of the City or County and shall not represent itself as such. Subject to Subrecipient's right to engage contractors as provided in this Agreement, all persons engaged in providing goods or in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Subrecipient's sole direction, supervision, and control. The Subrecipient shall exercise control over the means and manner in which it and its employees perform the work or provide the goods, and in all respects the Subrecipient's relationship and the relationship of its' employees to the City and County shall be that of an independent contractor and not as employees of the City or County. The Subrecipient shall be solely responsible for providing benefits and insurance to its employees, as applicable.
- I. The Subrecipient shall cooperate fully, as and to the extent requested by the City and/or County, in connection with any audit or report required under Title VI of the Social Security Act and the rules promulgated thereunder and with any other audit or reporting requirements under federal, state, or local law. Subject to Section 7.E. herein, such cooperation shall include the retention and provision of records and information reasonably relevant to any such report or audit and making employees available to provide additional information and explanation of any material provided under this Agreement.

8. OWNERSHIP OF DATA PRODUCTS

All data records, and reports that may be created or generated relating to this Agreement (collectively, "Records"), whether in existence at the execution date hereof or compiled thereafter in the course of performing services or providing goods under this Agreement, shall be treated by the Subrecipient and its contractors as the property of the City and County. Upon request by the City or County at any time and from time to time and without regard to the default status of the Parties under the Agreement, Subrecipient and/or its contractors shall promptly deliver to the City and County the Records in electronic format and in such hard copy as exists on the date of the request by the City and/or County.

9. TIMELY DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

- A. The Subrecipient shall ensure that all its staff, contractors, and suppliers involved in the production or delivery of goods and/or performance of services under this Agreement are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Subrecipient to perform any services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Subrecipient specifically agrees that all goods provided and services performed shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure or as otherwise defined herein. “Force majeure” shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions, or accidents beyond the control of the Parties.

10. COMPLIANCE WITH APPLICABLE LAW

- A. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Subrecipient shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the goods to be provided and services to be performed hereunder and in effect at the time of performance, including without limitation Title VI of the Social Security Act and the rules promulgated thereto. Subrecipient shall conduct no activity or perform any service that is unlawful or offensive.
- B. The Subrecipient covenants and promises that it will fully comply with the applicable requirements of 24 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”).
- C. Exhibit G attached hereto and incorporated herein sets forth the requirements of 2 C.F.R. § 200.332. In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of Exhibit G, the provisions of Exhibit G shall control and govern.
- D. Subrecipient shall register and maintain an updated profile on SAM.gov.
- E. Subrecipient shall comply with the SLFRF Statute; the City and County’s respective SLFRF Award Terms and Conditions, copies of which are attached hereto as Exhibits H and I and incorporated herein; U.S. Department of Treasury’s Interim Final Rule, effective May 17, 2021 and recorded in the Federal Register at Vol. 86, No. 93; the U.S. Department of Treasury’s Final Rule upon adoption; and reporting requirements, as applicable.

11. TERMINATION

- A. The City and County shall each have the right at any time upon thirty (30) days' written notice to the Subrecipient to terminate this Agreement in whole or in part for failure to timely perform the services in Exhibit A or for other failure to comply with this Agreement and its exhibits. In the event of such termination, the City and County shall be responsible to Subrecipient only for fees and compensation earned by the Subrecipient, in accordance with Section 4, prior to the effective date of said termination. In no event shall the City and County be responsible for lost profits of Subrecipient or any other elements of breach of contract.
- B. The City and County shall each have the right to terminate this Agreement for convenience upon thirty (30) days' written notice to the Subrecipient. In the event the City and/or County terminate this Agreement under this subsection, the City and County shall only be responsible for costs incurred and services performed by the Subrecipient through the effective termination date.
- C. After receipt of a notice of termination, except as otherwise directed, the Subrecipient shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all contractors and contracts; and settle all outstanding liabilities and claims.
- D. The City's and County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Subrecipient's obligations under this Agreement.

12. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the Parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may engage in mediation in Leon County, Florida, with the Parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the Parties may proceed to litigation as set forth below.
- C. Any dispute, action, or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Leon County, Florida or, where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each Party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.
- D. This Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

13. STOP WORK ORDER

The City and/or County may, at any time, by written order to the Subrecipient, require the Subrecipient to stop all or any part of the work called for by this Agreement for failure to conduct the proposed work or for just cause. Any order shall be identified specifically as a stop work order issued pursuant this clause. This order shall be effective as of the date the order is delivered to the Subrecipient. Upon receipt of such an order, the Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Subrecipient shall not resume work unless specifically so directed in writing by the City and County. The City and/or County may take one of the following actions:

1. Cancel the stop work order and authorize Subrecipient to resume work; or
2. Terminate the work covered by the stop work order; or
3. Terminate the Agreement in accordance with provisions contained in Section 11.

Nothing contained in this Section 13 shall be deemed to prevent or impair the City and/or County from exercising its rights under Section 11. In the event the City and County do not direct the Subrecipient to resume work within ninety (90) days of issuance of the stop work order, the Subrecipient may terminate this Agreement for convenience.

14. SUBRECIPIENT WARRANTY

- A. Any and all goods provided under this Agreement shall be new and of the most suitable grade for the purpose intended.
- B. If any good delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers, or distributors of the goods or the specifications listed in this Agreement, the Subrecipient shall pick up the product from the County at no expense to the City and County. The City and County reserve the right to reject any or all materials if, in their judgement, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Subrecipient shall refund to the City and County, respectively, any money which has been paid for same.

15. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the Parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by all Parties and incorporated into this Agreement. Notwithstanding the foregoing language, the City and County

reserve the right to provide further detailed instructions in a timely fashion to Subrecipient, as needed, without a written amendment or addendum to this Agreement.

- B. The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City and County, except that claims for money due or to become due to the Subrecipient from the City and/or County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City and County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City and County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the City and/or County to enforce one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of their right thereafter to enforce each and every such provision.
- E. The Parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the Parties.
- F. Neither the City and/or County's review, approval, or acceptance of, nor payment for, the goods or services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Subrecipient is comprised of more than one legal entity, the Subrecipient shall disclose such corporate structure in advance of the performance of any services or provision of goods hereunder, and Subrecipient hereby covenants and agrees that each such entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the Parties via United States mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

If to the City:
(Principal Contact)

Cristina Paredes
315 S. Calhoun Street
Tallahassee, FL 32301

If to the County:
(Principal Contact)

Cristina Paredes
315 S. Calhoun Street
Tallahassee, FL 32301

If to the North Florida Innovation Labs:
(Principal Contact)

~~Bill Lickson~~ ← Ronald J. Miller, Jr., Executive Director
2051 E. Paul Dirac Drive
Suite 100
Tallahassee, FL 32310

- I. A Party may change its representative without amending this Agreement by promptly communicating such change to the other Parties in writing in the same manner as set forth at Section 15.H.
 - J. Paragraph headings are for the convenience of the Parties and for reference purposes only and shall be given no legal effect.
 - K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. Scope of Services – Exhibit A
 - 3. Subrecipient Proposal – Exhibit B
16. EXHIBIT LIST

The exhibits attached to this Agreement are listed below and are hereby incorporated by reference.

Exhibit A – Scope of Services
Exhibit B – Subrecipient Proposal
Exhibit C – American Rescue Plan Act (ARPA) Agreement Activity Report
Exhibit D – Invoice Sheet Template
Exhibit E – Certification of Payments to Contractors and Suppliers
Exhibit F – Certification Regarding Lobbying
Exhibit G – 2 C.F.R § 200.332 Required Information
Exhibit H – County’s SLFRF Award Terms and Conditions
Exhibit I – City’s SLFRF Award Terms and Conditions

IN WITNESS THEREOF, the parties have executed this Agreement as of the date last written below.

NORTH FLORIDA INNOVATION LABS

By: _____
~~Bill Lickson, Director~~ Ronald J. Miller, Jr., Executive Director

Date: _____

CITY OF TALLAHASSEE, FLORIDA

ATTEST:

By: _____
James O. Cooke, IV
City Treasurer-Clerk

By: _____
Reese Goad, City Manager

Date: _____

Approved as to form:

By: _____
Cassandra K. Jackson
City Attorney

LEON COUNTY, FLORIDA

ATTESTED BY:

Gwendolyn Marshall, Clerk of Court &
Comptroller, Leon County, Florida

By: _____

By: _____
Vincent S. Long, County Administrator

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

By: _____

Exhibit A Scope of Services

Principal Contact:

North Florida Innovation Labs
Ronald J. Miller, Jr., Executive Director
rmiller@inn-park.com

Leon County and the City of Tallahassee have approved funding as part of the American Recovery Plan Act to continue to support our entrepreneurial community to provide continued assistance to local businesses by further expanding their programming aimed to help companies to mitigate challenges and capitalize on new opportunities for job creation and growth.

These funds will support the North Florida Innovation Labs as we enter a post-pandemic recovery and growth stage. These funds will allow NFIL to expand capacity as it supports a larger number of business owners and develop additional sustainable funding resources. In accordance with the approved funding by Leon County and the City of Tallahassee, the objective of this funding is to train up to 75 new entrepreneurs, support the hiring of up to 20 new employees by local startup companies, and assist local startups in achieving \$1 million in revenue growth in the next two years.

Tasks to be Performed by Vendor:

1. Task 1: Entrepreneur Training and Incubator Resources
 - a. **Objective: Increase the Number of Technology Entrepreneurs Supported Through Programs, Events and Access to Resources - Including Personnel, Labs, Coworking and Office Spaces**
2. Task 2: Activate Marketing Programs for North Florida Innovation Labs
 - a. **Objective: Develop and Deploy Marketing Resources to Create Awareness of North Florida Innovation Labs and Increase Participation in Programs and Events**

Deliverables:

1. Task 1 Deliverable – Provide an Annual Report to the Office of Economic Vitality (OEV) of the number of Technology Entrepreneurs Supported Through Programs, Events and Access to Resources
2. Task 2 Deliverable – Provide the Year-Over-Year Increase in the Number of Technology Entrepreneurs Supported Through Programs, Events and Access to Resources

Not-to-Exceed Budget:

Leon County and the City of Tallahassee shall pay the Sub-grantee for all goods and/or services provided as described in this Agreement. The total cost of all goods and/or services shall not exceed \$150,000. The Sub-grantee shall provide itemized invoices to the Office of Economic Vitality, which will be submitted to the County and City for reimbursement on a quarterly basis. The itemized invoice shall include the following: the hourly rate and number of hours worked for any Sub-grantee personnel; the cost of goods, supplies, materials, and/or equipment; and any other operating costs associated with the Sub-grantee's performance of this Agreement.

For all goods and/or services provided under this Agreement, the County and City will pay the Sub-grantee up to a maximum amount as follows:

Task:	Amount:
Entrepreneur Training and Incubator Resources	\$89,000
Activate Marketing Programs for North Florida Innovation Labs	\$61,000
Total Not to Exceed:	\$150,000

Payment Schedule: [Detailed budget for each Task listed above.]

Task #1: Entrepreneur training and incubator resources

Item:	Amount:
Cost Object 1: Furniture, Equipment and Entrepreneur Training Software and Services	\$12,500
Cost Object 2: Tech Grant Programs and Event Support	\$28,500
Cost Object 3: North Florida Innovation Labs – Entrepreneurial Training Programs Support Personnel	\$48,000
Total Task #1	\$89,000

Task #2: Activate Marketing Programs for North Florida Innovation Labs

Item:	Amount:
Cost Object 1: Development, Launch and Maintenance of North Florida Innovation Labs and TechGrants Websites	\$14,500
Cost Object 2: Digital and Offline Marketing and Advertising for North Florida Innovation Labs	\$22,000
Cost Object 3: Marketing Software and Training Services – including CRM, Digital Analytics and/or other services	\$6,500
Cost Object 4: North Florida Innovation Labs – Marketing Support Personnel and Vendor Services	\$18,000
Total Task #2	\$61,000



Exhibit B

September 23, 2021

Cristina Paredes
Director, Leon County Office of Economic Vitality
315 S. Calhoun Street, Suite 450
Tallahassee, FL 32301

Dear Cristina,

The purpose of this letter is to provide an overview of the objectives and the use funding recently approved by Leon County and the City of Tallahassee as a part of the American Recovery Plan Act. This funding will allow North Florida Innovation Labs and Innovation Park to increase the number of technology entrepreneurs served and supported through programs, events, and access to resources.

Task One:

Technology Entrepreneurship Training and Incubator Resources:

Accelerate the number of technology companies through each of the stages of development, including the commercialization of the technologies being created and patented by Florida A&M University, Florida State University and Tallahassee Community College. The funding will support the resources for specialized technology entrepreneurship training and support services, software, and facilities enhancement.

Tech Grant Programs and Event Support:

The annual Tech Grant award competition and has created essential funding resources for technology-based entrepreneurship in the Leon County area for several years. Many of the companies assisted have used the competition to accelerate the success of their respective businesses, resulting in increases of jobs created, sales, and investment. The funding will support the expansion of the Tech Grants program, event, and other related services.

Task Two:

Enhance Marketing to Technology Entrepreneurs:

To maximize the numbers of technology-focused entrepreneurs served, North Florida Innovation Labs and Innovation Park will be utilizing the funding to develop and deploy marketing assets and campaigns designed to create awareness and targeted outreach to the diverse groups of technology entrepreneurs that serve many of the rapidly expanding business segments. These marketing resources may include websites, digital and other media campaigns and promotions, marketing software, vendors and personnel needed to optimize the effectiveness of the marketing investments.

Deliverables: With respect to the Task 1 Deliverable, North Florida Innovation Labs will provide an Annual Report to the Office of Economic Vitality (OEV) of the number of Technology Entrepreneurs Supported Through Programs, Events and Access to Resources
For the Task 2 Deliverable, North Florida Innovation Labs and Innovation Park will provide the Year-Over-Year Increase in the Number of Technology Entrepreneurs Supported Through Programs, Events and Access to Resources

Cristina, on behalf of our staff and Board of Directors I want to thank you and the Office of Economic Vitality for your support of technology entrepreneurs and the vital role that they have in driving our regional economy. Please find the more specific details of this request on the attached, Exhibit A, "Scope of Services." Please let me know if you have any questions or comments.

Sincerely,
Bill Lickson
Director, North Florida Innovation Labs

Enclosure: Exhibit A: "Scope of Services"