

FLORIDAMAKES, INC.
and
SEMINOLE COUNTY

THIRD PARTY CONTRIBUTOR AGREEMENT

I. Purpose Statement and the Manufacturing Extension Partnership Program:

This Agreement ("Agreement") establishes an agreement for FloridaMakes, Inc. (FloridaMakes), the Manufacturing Extension Partnership ("MEP") operator for the State of Florida and Seminole County (collectively, "Parties," individually, "Party") under which the Parties will work collaboratively to assist manufacturing firms throughout the State of Florida as described in Schedule A. This Agreement describes the roles of the Parties and provides guidelines for the Parties to work collaboratively in promoting these common objectives in a manner that is consistent both with Seminole County's mission and the needs of the small and medium-sized manufacturers ("SME"s). Under the stated objectives of the federally funded Hollings Manufacturing Extension Partnership program (the "MEP Program"), FloridaMakes is mandated, among other activities, to leverage private and public partnerships with universities, business partners, and other viable entities by providing additional capabilities to improve SME performance, competition and training and to expand opportunities for impacts. These activities are to be conducted and implemented in a manner that maximizes both the efficient use of federal and private funds while avoiding duplication of efforts on a state and nationwide-basis. This Agreement is intended to support FloridaMakes and Seminole County program objectives.

FloridaMakes and Seminole County maintain the expertise and resources necessary to cooperatively provide a wide variety of services to SMEs based on their respective missions and as part of the economic development strategy of the State of Florida. Pursuant to this Agreement, it is the understanding of FloridaMakes and Seminole County that both organizations will support and promote activities in accordance with the terms of this Agreement and in compliance with applicable laws. In addition to providing sponsorship and membership to the regional manufacturing association, Seminole County agrees to use its best efforts to support FloridaMakes's mission and promote a statewide MEP identity. The County leverages a number of direct investments, as well as staff time, within the Economic Development & Tourism Department to support manufacturing companies throughout the region. These support mechanisms include education and shared resources in vital topics to these companies such as international trade opportunities, business development, supply chain and vendor management, technical grant pursuits, and more. Similarly, in addition to providing assistance to Florida's small and medium-sized manufacturing companies, FloridaMakes agrees to use its best efforts to support Seminole County's mission and promote Seminole County and its programs statewide.

II. Miscellaneous:

- (a) For purposes of management as to the terms of this Agreement and all decision making material to the accomplishment of the objectives provided for herein, the

Parties hereby appoint the following representatives to act on their respective behalves:

For Seminole County:

Irma Stenman, Business Development Manager
Office of Economic Development and Tourism
1055 AAA Drive, Suite 144, Lake Mary, FL 32746
O: (407) 665-2908 | C: (407) 717-6502
istenman@seminolecountyfl.gov

For FloridaMakes:

Rovena Pando, President
201 E. Pine Street, Suite 735
Orlando, FL 32801 Executive Vice President
Cell: (215) 317-3051
Rovena.pando@floridamakes.com

To this end, the Parties will administer this Agreement consistent with the terms provided for in Schedule B attached hereto and incorporated by reference.

- (b) This Agreement is effective retroactively from October 1, 2025 (the “Effective Date”) through September 30, 2026. Thereafter, this Agreement may be renewed in writing upon such terms and conditions as are mutually agreeable to the Parties;
- (c) As of the Effective Date of this Agreement, the Parties represent and warrant that in connection with their activities that they either currently carry or will obtain, as of the Effective Date of this Agreement, insurance coverage in such amounts as is consistent with industry standards. Proof of coverage shall be provided upon request;
- (d) In making available non-federal resources, the characterization and use of such resources by a contributing Party will be consistent with all requirements provided for under federal and state laws, rules and regulations applicable to the contributing Party and MEP Program participants;
- (e) Either Party may terminate this Agreement immediately for convenience or may terminate this Agreement upon thirty (30) days written notice to the non-terminating Party for reasons specified below;
 - (i) if a suspension or cessation of federal or state funding occurs so as to materially impact the ability of either Party to participate;
 - (ii) upon cessation of either Party doing business;
 - (iii) upon a material breach of a Parties’ obligations hereunder; or

- (iv) by mutual agreement.
- (f)
 - (i) FloridaMakes acknowledges the Seminole County's obligation to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as amended, and to release public records to members of the public upon request. FloridaMakes acknowledges that the foregoing controls over the terms of this Agreement.
 - (ii) Upon Seminole County's request and subject to any statutory exemptions, FloridaMakes must provide Seminole County with all requested public records in FloridaMakes possession, or allow County to inspect or copy the requested records, if any, within a reasonable time and at a cost that does not exceed the costs provided under Chapter 119, Florida Statutes, as amended, and Seminole County policies. Upon expiration or termination of this Agreement, FloridaMakes must transfer, at no cost to Seminole County, all public records in possession of FloridaMakes for which Seminole County may not have a copy of, or keep and maintain public records required by Seminole County under this Agreement in accordance with the retention schedules set forth by the Florida Department of State, Division of Library and Information Services. All records provided to Seminole County must be in a format compatible with the information technology systems of the County.
 - (iii) **IF FLORIDAMAKES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FLORIDAMAKES DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR AT: 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E. 1st STREET, SANFORD, FLORIDA 32771.**
 - (iv) This provision survives the term of this Agreement.
- (g) The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.
- (h) To the fullest extent permitted by law, FloridaMakes assumes any and all liability for damages, breach of the Agreement, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under this Agreement. To the fullest extent permitted by law, FloridaMakes shall indemnify and hold harmless Seminole County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which Seminole County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by FloridaMakes, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to Seminole County by this section are cumulative with and in no way affect any other legal remedy County

may have under this Agreement or at law. FloridaMakes obligations under this Agreement must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

III. Regulatory Compliance:

The Parties mutually agree that they are in compliance with the requirements set forth in Schedule C, attached hereto and incorporated by reference.

IV. Insurance:

- (a) FLORIDAMAKES, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by the COUNTY's Risk Manager with the Resource Management Department. FLORIDAMAKES shall Immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision determining an insurance policy.

- (1) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by FLORIDAMAKES will relieve Florida makes of its full responsibility for liability, damages, and accidents.

- (2) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by FLORIDAMAKES in accordance with this section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of FLORIDAMAKES.

- (b) General Requirements.

- (1) Before commencing work, FLORIDAMAKES shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with no less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, FLORIDAMAKES shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

- (2) The insurers cost of defense, including attorneys fees and attorneys fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer.

- (3) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under the General

Liability policy, and the policy shall provide exception to any “Insured versus Insured” exclusion for claims brought by or on behalf of additional insureds.

(4) The insurance provided by FLORIDAMAKES pursuant to this agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY officials, officers, or employees must be in excess of and not contributing with the insurance provided by FLORIDAMAKES.

(5) Waiver of Subrogation: all policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respected officials, officers and employees.

(6) The Commercial General Liability policy required by this agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance company providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility used issued to the companies by the Florida Office of Insurance Regulation to conduct business in the state of Florida, or (b) with respect only to the coverage required by this agreement for Workers’ Compensation/Employers’ Liability, authorized as a group self-insurer by section 624. 4621, Florida statutes (2025), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time, must have and maintain a Best’s Rating of “A-“ or better and a Financial Size Category of “VII” or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with section 624.4621, Florida statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the best rating and financial size category, then FLORIDAMAKES shall immediately notify COUNTY as soon as FLORIDAMAKES has knowledge of any such circumstance and upon request of COUNTY, immediately replaced the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this agreement. Until such time as FLORIDAMAKES has replaced the unacceptable insurer with an insurer acceptable to the county, FLORIDAMAKES will be deemed to be in default of this agreement.

(d) The amounts and types Insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) FLORIDAMAKES’s insurance must cover FLORIDAMAKES for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Service Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) ISO endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by

FLORIDAMAKES are:

\$1,000,000	Per Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations
\$1,000,000	Personal and Advertising Injury

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting FLORIDAMAKES's liability under the provisions of Section IV concerning indemnifications or any other provision of this Agreement.

This agreement is agreed to by the following representatives of Seminole County and FloridaMakes.

For FloridaMakes, Inc.:

_____ Signature	_____ Date
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Rovena Pando
President

SEMINOLE COUNTY

GRANT MALOY
Clerk to the Board of County Commissioners
of Seminole County, Florida

By: _____
Jay Zembower, Chairman

Date: _____

For the use and reliance
Seminole County only.

As authorized for execution by the Board of
County Commissioner at its _____
2025 meeting.

Approved as to form and
legal sufficiency.

County Attorney

JBN

Schedules:

- A – Scope of Activities
- B – Financial and Programmatic Monitoring
- C – Federal Funding Compliance/Assurances and Certifications
- D – Seminole County FY2026 Budget and Justification

Schedule A

Scope of Activities

Nexus of the FloridaMakes/Seminole County Partnership

Seminole County supports entrepreneurs and businesses throughout the County as a function of our Economic Development & Tourism Department. The County makes a number of direct investments as well as leverages staff and other County resources to benefit these local companies with educational programming and resources leading to revenue and job growth. These programs and staff/other County asset commitments include but are not limited to:

- Small business assistance programming in the areas of trade, business development, supply chain/vendor management, technology advancement, operations support, growth planning, financial assistance/grant pursuits, site selection, marketing, and accounting; through regional partners such as FloridaMakes via the Manufacturing Association of Central Florida (MACF), Seminole Chamber of Commerce, Orlando Economic Partnership, Prospera, National Entrepreneur Center, Central Florida International Trade Office, and others
- Joint visits to local manufacturers with the county's economic development staff and MACF Business Advisors or Executive Director in understanding the company's business needs and providing the appropriate solutions.
- Brick and mortar facility at the Heathrow Seminole State College Campus for companies and partners, including FloridaMakes/MACF, to use for meetings or educational workshops
- Access to a variety of subscriptions to marketing/consumer information and business data warehouses
- Shared conference registrations and exposition floor booths/tables/promotion
- Social media promotion through the County's Economic Development channels (i.e. LinkedIn and YouTube), as well as podcast exposure
- Evolving list of demonstration/pilot project opportunities throughout the County – where relevant – to showcase or test manufactured products

Cost Share Contribution

In association with its activities, and consistent with National Institute of Standards and Technology ("NIST") MEP program objectives, Seminole County shall make an in-kind contribution to FloridaMakes as estimated in schedule D in the Budget Justification. FloridaMakes may only utilize in-kind contributions from Seminole County as the collaborative activities are undertaken by both sides, with full participation of the parties as described in the Scope of Work.

In Kind Cost Share Apportionment Methodology

As a county government providing value to local manufacturers and logistics companies, the activities and expenses associated with the staff, educational programming and resources

available to these companies, are relevant to building business opportunities, disseminating information on best practices, technology implementation opportunities, and business development resources, ultimately leading to revenue and job growth in these sectors.

Relevant percentages of the programming is primarily focused on manufacturers and logistics providers, which are each eligible for services under the expanded definition of North American Industrial Classification System (NAICS) codes eligible for Manufacturing Extension Partnership (MEP) services. Therefore, these activities and related expenses are also relevant to the goals and mission of FloridaMakes and its Manufacturing Extension Partnership related program activities.

All these costs as detailed in the attached budget, may be considered eligible as in-kind cost share toward the FloridaMakes MEP project.

Justification of Apportionment Methodology

At least one fourth of 3 Full Time Employees time within the Economic Development Division is dedicated to supporting manufacturing companies in Seminole County in support of activities described above. Additionally, approximately 10% of the administrator overseeing the Department's management supports manufacturing businesses throughout the week. Salaries, benefits, travel, supplies and other expenses are appropriated based on these percentages.

Scope of Work

The Parties agree to collaborate on the following activities:

FloridaMakes and Seminole County collaborate through the following activities:

FloridaMakes Shall:

1. Promote Seminole County's mission and appropriate Seminole County programs to match the SME's current and future needs. This activity is part of FloridaMakes' outreach activities to startup and existing manufacturers;
2. Send to Seminole County, on a quarterly basis, a description of FloridaMakes' program services provided, NIST's assessment of its program impact, and a list of Florida companies in Seminole County (including contact information) assisted by FloridaMakes, so that Seminole County can add these companies to its outreach list;
3. Survey for manufacturing client economic impact resulting from Seminole County investments and associated MEP services. FloridaMakes will have its third party survey organization assess the client economic impact of individual manufacturing companies receiving Seminole County services and related FloridaMakes services, as applicable.
4. In accordance with applicable federal regulations and FloridaMakes's NIST approved Annual Operating Plan, FloridaMakes will leverage Seminole County's activities that assist and support manufacturers as match for its federal funds; and,

Seminole County shall:

1. Promote the mission of FloridaMakes and appropriate MEP programs to match the SME's current and future needs;

2. Co-market or offer sponsorship as appropriate to meet both parties' budgetary needs for MEP hosted events that promote MEP programs or showcase MEP program successes.
3. Allow FloridaMakes to use Seminole County \$145,320 as matching funds for its federal award to fund FloridaMakes programs. The Seminole County payments to be used by FloridaMakes as matching funds under this Agreement include Seminole County \$145,320 in the current fiscal year and not otherwise reserved for matching other programs by Seminole County. Seminole County activities will be used to qualify for matching funding under FloridaMakes's cooperative agreement with NIST and will be used to match its Florida program;
4. Attend a quarterly meeting, either in person or virtual, with MEP's leadership or designate staff person to review program activities, contract compliance and strategic benchmarks associated with the terms of this contract.

Schedule B

Financial and Programmatic Monitoring

Financial Monitoring

On a quarterly basis, Seminole County shall provide documentation in connection with any of the following checked below.

 X Financial documentation including validation of payroll costs associated with the activities and other in-kind services not otherwise recorded;

 X Selected portions of the general ledger as related to:

- Salaries/Benefits
- Rent, office operating expenses
- Consultants
- Marketing/Marketing Material
- Public Relations/Advertising
- Conferences/Meeting/Events

 X Invoices, or related documentation verifying incurred cost share.

On an annual basis, FloridaMakes will conduct a virtual or in-person monitoring of Seminole County to assess the allowability and allocability of cost share provided. Seminole County acknowledges and understands that all costs allocated to the activities under this Agreement and claimed by FloridaMakes as matching funds for purposes of meeting its federal funding requirements must be derived from non-federal sources. Upon request, Seminole County shall identify all sources of federal funding and provide such additional information as may be required to ensure FloridaMakes's compliance in a federal cost share program.

Seminole County shall provide a copy of its annual audited financial statements to FloridaMakes.

Programmatic Monitoring

The Parties shall collaborate and provide the following:

- Programmatic literature, curricula, marketing and promotional materials and such other business records related to the activities;
- Registration and/or sign-in sheets for workshops, events and meetings; and
- Such other documentation as may be required by FloridaMakes pursuant to federal funding audit guidelines.

Schedule C

Federal Funding Compliance/Assurances and Certifications

The Parties agree to comply with the following, as applicable, including Federal, Department of Commerce, and NIST MEP regulations.

All 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by the Department of Commerce: [OMB Uniform Guidance, 2 C.F.R Part 200](#)

- ☐ 15 CFR Part 28, Restrictions on Lobbying.
--Applicable to all participants in receipt of federal funding
- ☐ 2 CFR Part 1326 Non-procurement Debarment and Suspension
- ☐ 15 CFR Part 29 Requirements for a Drug Free Workplace.
- ☐ 15 CFR Parts 8, 8a, 8b, 8c and 20.
- ☐ 29 CFR Part 33 and 34 Nondiscrimination and Equal Opportunity Requirements.
- ☐ The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C 12101-12213 and 47 U.S.C 225 and 611).
--Applicable to any person engaged in industry affecting commerce who has 15 or more employees for each working day in each of 20 or more calendar weeks.
- ☐ Hatch Act (5 U.S.C. Subsection 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds,
--Applicable to all participants in receipt of federal funding
- ☐ Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (P.L. 91-616) relating to nondiscrimination on the basis of alcoholism.
- ☐ Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32) which prohibits discrimination on the basis of disability.
--Applicable to any program or activity receiving or benefiting from federal financial assistance. Specifically applies to contracts or subcontracts in excess of ten thousand dollars (\$10,000).
- ☐ Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686) which prohibits discrimination on the basis of sex.
- ☐ The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101-6107) which prohibits discrimination on the basis of age.
--Applicable to any program or activity in receipt of federal financial assistance
- ☐ Title VI of the Civil Rights Act of 1964 (P.L. 88-352 / 29 CFR Part 31) which prohibits discrimination on the basis of race, color or national origin.
- ☐ Drug Abuse Office and Treatment Act of 1972 (P.L.92-255) as amended relating to nondiscrimination on the basis of drug abuse.
- ☐ Occupational Safety and Health Act, including State and Federal law which are applicable to similarly employed employees of the same employer who are not participants in programs under WIA.
- ☐ Clean Air Act (42 U.S.C. §7401, *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*)

Schedule D

Seminole County FY2026 Budget

Category	Non-Federal In-Kind Cost Share	Totals
NIST MEP Funds		\$0
Unexpended Federal Funds (From Prior Operating Year) to be used ABOVE base		\$0
Unexpended Federal Funds (From Prior Operating Year) to be used TOWARD base		\$0
State/Local Funds	\$145,320	\$145,320
Unexpended Program Income (From Prior Operating Year)	\$0	\$0
Program Income (Projected)	\$0	\$0
Total Other	\$0	\$0
<i>Interest & Dividends</i>	<i>\$0</i>	<i>\$0</i>
<i>Sub-recipient Cost Share</i>	<i>\$0</i>	<i>\$0</i>
<i>Third Party Contributions</i>	<i>\$0</i>	<i>\$0</i>
TOTAL REVENUE	\$145,320	\$145,320
Personnel	\$78,033	\$78,033
Fringe Benefits	\$25,806	\$25,806
Travel	\$2,000	\$2,000
Data & Research Tools	\$10,320	\$10,320
Marketing & Promotion	\$2,000	\$2,000
Supplies	\$515	\$515
Total Contractual Costs	\$0	\$0
Total Other Costs	\$26,646	\$26,646
Total Direct Costs	\$0	\$0
Indirect Costs (N/A)		\$0
TOTAL EXPENSES	\$145,320	\$145,320
TOTAL REVENUE – TOTAL EXPENSES	\$0	\$0

Seminole County Budget Justification FY2026

Section I: Revenue (Federal and Non-Federal Cost Share)

STATE/LOCAL FUNDS

Seminole County will use State/Local funding for all expenses related to the committed In-Kind cost share in support of the MEP mission.

Section II: Expenses

PERSONNEL

At least a fourth of 3 Full Time Employees time within the Economic Development Division is dedicated to supporting manufacturing companies resulting in at least \$62,641 of in-kind support for activities described above. Additionally, approximately 10% of the Director overseeing the Department's management supports manufacturing businesses throughout the week, resulting in nearly \$15,392 of in-kind salary to the activities listed above.

FRINGE

Fringe benefits are approximately 33% of the salaries which results in \$25,806 in in-kind fringe.

TRAVEL

At least one conference attended a year benefits manufacturers within the County, to assist our local businesses, resulting in estimated a \$2,000 in-kind conference and travel expenses to benefit manufacturers/the MEP partnership.

SUPPLIES

Around \$515 in supplies – office and print materials supports the personnel dedicated to assisting local manufacturers and the partnership with MEP.

OTHER

Staff and MACF/MEP partners are able to utilize the entire leased space from Seminole State College, which leverages \$26,646 of in-kind rent expenses. Additionally, and as described above, the staff as well as partners using relevant market and business data warehouses we pay subscriptions for, amount to over \$10,320 in-kind resource expenses. Finally, approximately \$2,000 in marketing and social media promotion of manufacturing companies in Seminole County – or support for local events providing business development opportunities – will be leveraged for this in-kind support.