



**Interoffice Memorandum**

September 18, 2023

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

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

**SUBJECT:** **October 10, 2023 – Consent Agenda Item**  
Black Business Community Development Corporation Grant Agreement

Funding in the amount of \$162,155 was provided in the FY 2023-24 adopted budget for the Black Business Community Development Corporation for activities, programs, and services in the promotion of economic development.

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

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

**ACTION REQUESTED:** **Approval and execution of Orange County, Florida and Black Business Community Development Corporation FY 2024 Grant Agreement authorizing the disbursement of \$162,155 as provided in the FY 2023-24 adopted budget.**

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**ORANGE COUNTY, FLORIDA  
AND  
BLACK BUSINESS COMMUNITY DEVELOPMENT CORPORATION**

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**FY 2024 GRANT AGREEMENT**

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THIS AGREEMENT made and entered into this 1<sup>st</sup> day of October 2023, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and BLACK BUSINESS COMMUNITY DEVELOPMENT CORPORATION, hereinafter referred to as the "BBCDC".

**WITNESSETH:**

WHEREAS, the BBCDC has applied to the County for a donation of funds for the operations of the BBCDC; and

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to promote black businesses in Central Florida through education, training, loans, investments and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to the BBCDC for such purposes; and

WHEREAS, the County desires to enter into an agreement with the BBCDC whereby the BBCDC will receive and disburse said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, the BBCDC has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement;

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. County's Obligation.**

1.1 The County has appropriated for the period commencing October 1, 2023 and ending September 30, 2024, the total sum of One Hundred Sixty-Two Thousand, One Hundred Fifty-Five and No/100 Dollars (\$162,155.00) to be administered and disbursed by the BBCDC solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2024 for the designated purpose set forth in Exhibit "A", shall be returned to the County. At BBCDC's request and

for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant BBCDC up to six (6) additional months to expend the funds. Any such request shall be submitted in writing to the Office of Economic, Trade & Tourism Development. The Economic Development Administrator shall issue a written decision in response to such request within 10 County business days. The County's contributions of \$162,155.00 to BBCDC shall be made in four (4) installments of \$40,538.75 based on the following dates and contingent upon the satisfactory receipt of four (4) quarterly performance and financial reports of the agency's activities/programs/services as described in Exhibit "A." Each quarterly report is due to Orange County Office of Economic, Trade & Tourism Development within 30 days after the end of each quarter ending December 31; March 31; June 30; and September 30 as described in Exhibit "B." The first quarter's installment payment will be paid by the end of October or within 30 days after the execution date of this Agreement and receipt of fourth quarter report. The second, third, and fourth quarter's installment payments shall be paid within 30 days of receipt of each prior quarter report. The first quarterly report is due by no later than January 31st; the second quarterly report is due by no later than April 30th; the third quarterly report is due by no later than July 31st; The third quarter's report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the BBCDC to receive future contributions from the County.

1.2 No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, BBCDC agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

1.3 No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

## **Section 2. BBCDC's Obligation.**

**2.1 Representation of BBCDC.** The BBCDC represents that it will use its best efforts to develop and promote black businesses in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

**2.2 BBCDC as Independent Contractor.** The parties expressly acknowledge that the BBCDC is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership, or joint venture relationship between the parties.

**2.3 Unlawful Discrimination.** The BBCDC, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

**2.4 Accounting.** The BBCDC will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. The BBCDC agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the BBCDC to receive future contributions from the County.

**2.5 Non-Profit Status.** The BBCDC agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the BBCDC should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

**2.6 Right to Inspect and Audit Accounts.** During the term of this Agreement, the BBCDC, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit the BBCDC's books and accounts at any time during normal working hours, provided that reasonable notice is given to the BBCDC prior to any such inspection. Any costs incurred by the BBCDC as a result of a County audit shall be the sole responsibility of and shall be borne by the BBCDC. In addition, should the BBCDC provide any or all of the County's funds to sub-recipients, then, and in that event, the BBCDC shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

**2.7 Maintenance of Records; Audit.** For a period ending five (5) years after the expiration or termination of this Agreement, the BBCDC shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

**2.8 Assignment.** The BBCDC may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

**2.9 Indemnification.** The BBCDC agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way connected with the performance of this Agreement itself.

### **Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2023, and shall continue until September 30, 2024. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

**Section 4. Miscellaneous**

**4.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

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

**4.3 No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

**4.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

**4. Severability.** It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryan W. Brooks

<sup>for</sup> Jerry L. Demings  
Orange County Mayor

Date: 10 October 2023

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

By: Jennifer Jan-Kleimetz  
<sup>for</sup> Deputy Clerk

Date: OCT 10 2023

INC.

BLACK BUSINESS COMMUNITY DEVELOPMENT CORPORATION,

By: Inez Long  
Inez Long, Board Member

Date: 8/24/2023

## **EXHIBIT A**

### **BLACK BUSINESS COMMUNITY DEVELOPMENT CORPORATION**

#### **ACTIVITY FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of One Hundred Sixty-Two Thousand, One Hundred Fifty-Five and No/100 Dollars (\$162,155.00) for FY 2023-24 will be used to support BBCDC's operations, which consist of highly skilled lending staff necessary for loan and credit evaluation analysis, loan preparation and documentation, monitoring and collection processes, and technical assistance. Additionally, BBCDC staff must participate in monthly group grantee calls with County staff, as well as utilize the SourceLink web resource provided by the National Entrepreneur Center and the County (training will be provided in monthly group grantee calls for how to access and use the SourceLink website). Finally, BBCDC is expected to work with Orange County staff in circumstances where Black business populations must be outreached to especially regarding programs and/or funding opportunities they are eligible for.

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING ATTORNEY'S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.

## **EXHIBIT B**

The following reports are to be submitted to the Office of Economic, Trade & Tourism Development as indicated:

1) Within 30 days of the end of each quarter, BBCDC shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on December 31, March 31, and June 30.

<b>Invoice</b>	<b>Quarter</b>	<b>Period</b>	<b>Reports and Invoice Due</b>
1	Agreement Execution		By October 31
2	1	October 1 - December 31	By January 31
3	2	January 1 - March 31	By April 30
4	3	April 1 - June 30	By July 31

Within each quarterly report, the following information needs to be included as it pertains to the agency's activities/programs/services offered to companies located within unincorporated Orange County:

**Work with the County's MWBE department to support the County's MWBE initiative.**

1. Monthly outreach events.
2. Pre-bid meetings.
3. Referrals from the County.

**Provide a list of the number of Black owned businesses in Orange County assisted through technical assistance to a minimum of 50 Black owned businesses annually.**

1. List of businesses
2. Type of Technical Assistance provided.
3. Number of Jobs sustained or created.
4. Average Salaries

**Provide a list of the number of Orange County businesses served**

1. List of businesses
2. Type of Support provided.
3. Number of Jobs sustained or created.
4. Average Salaries

**Provide a list of the number of Orange County business attendees at organization training workshops/ webinars, business roundtables, and information sessions.**



**Technical Assistance Program Financials:**

1. Program expense break-out
2. Program revenue
3. Listing of outside/contracted firms and the amount paid to each during the respective quarter.

2) Within 30 days of its release, BBCDC shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

**Reports and Communications to the COUNTY:**

Orange County. Office of Economic, Trade & Tourism Development  
ATTN: Marthaly Irizarry, Economic Development Coordinator  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802  
Phone: (407) 836-7370  
Fax: (407) 836-7399

**Reports and Communications to the BBCDC:**

Black Business Community Development Corporation  
ATTN: Inez Long, Board Member  
301 E. Pine Street, Suite 175  
Orlando, Florida 32801  
Phone: (407) 649-4780  
FAX: (407) 649-8688