



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-1749, **Version:** 1

Interoffice Memorandum

DATE: November 13, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Dennis Holste, Economic Development Administrator

FROM: Lee Peters, Senior Monitoring and Evaluation Coordinator

CONTACT: Lee Peters, Senior Monitoring and Evaluation Coordinator

PHONE: 407-836-5391

DIVISION: Office of Economic, Trade and Tourism Development

ACTION REQUESTED:

Approval and execution of Orange County, Florida and Veteran Entrepreneurship Initiative, Inc. FY 2025 Grant Agreement for the period of October 1, 2024, through September 30, 2025, in the total amount of \$170,463. (Office of Economic, Trade and Tourism Development)

PROJECT: FY 2025 Veteran Entrepreneurship Initiative Grant Agreement

PURPOSE: The County has determined that there is a public interest for such activities/programs in order to develop, promote and support existing military veterans small businesses and veteran entrepreneurs desiring to start a business venture in Central Florida.

BUDGET: \$170,463

**ORANGE COUNTY, FLORIDA
AND
VETERAN ENTREPRENEURSHIP INITIATIVE, INC.**

FY 2025 GRANT AGREEMENT

THIS AGREEMENT made and entered into this 1st day of October 2024, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Veteran Entrepreneurship Initiative, Inc. hereinafter referred to as the "VEI".

WITNESSETH:

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

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to develop, promote and support existing military veterans small businesses, and veterans entrepreneurs desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to VEI for such purposes; and

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

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

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

Section 1. County's Obligation.

1.1 The County has appropriated for the period commencing October 1, 2024, and ending September 30, 2025, the total sum of one hundred and seventy thousand and four hundred sixty-three and no/100 dollars (\$170,463) to be administered and disbursed by the VEI solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2025, for the designated purpose set forth in Exhibit "A", shall be returned to the County within sixty (60) days. At VEI's request and for good cause shown, the Economic

Development Administrator may, at his or her sole discretion, grant VEI up to six (6) additional months to expend the funds. Any such request shall be submitted in writing to the Office of Economic Development. The Economic Development Administrator shall issue a written decision in response to such request within 10 County business days. The County's contributions of \$170,463.00 to VEI shall be made in two (2) installments of \$85,231.50. Payments are scheduled based on the submission of two performance and financial reports, as outlined in Exhibit "A." The report for the first period (October 1 to March 31) is due no later than April 15, and the report for the final period (April 1 to September 30) is due no later than October 15, as described in Exhibit "B." The final report will determine compliance for future funding. Failure to submit these reports may result in termination of this agreement and make VEI ineligible for future County contributions.

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, VEI 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. VEI's Obligation.

2.1 Representation of VEI. VEI represents that it will use its best efforts to develop and promote develop, and support existing military veterans small businesses, and veterans entrepreneurs desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

2.2 VEI as Independent Contractor. The parties expressly acknowledge that the VEI 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. VEI, 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. VEI 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. VEI agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Reporting shall contain a standardized format including an Executive Summary, Table of Contents, detailed breakdown by programming, participant data, financials, and other specified sections pertaining to, as required by the agreement. All fonts in reporting should be legible and in Times New Roman 12 pt. format to ensure readability. A standardized reporting template to be provided upon request. 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 VEI to receive future contributions from the County.

2.5 Non-Profit Status. VEI agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If VEI 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, VEI, 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 VEI's books and accounts at any time during normal working hours, provided that reasonable notice is given to VEI prior to any such inspection. Any costs incurred by the VEI as a result of a County audit shall be the sole responsibility of and shall be borne by VEI. In addition, should VEI provide any or all of the County's funds to sub-recipients, then, and in that event, VEI 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, VEI 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. VEI 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. VEI 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, 2024, and shall continue until September 30, 2025. 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. Notice.

4.1 Notice. All notices required herein shall be delivered by either certified mail with return receipt requested or in person with proof of delivery. Notice shall be deemed received when (a) personally delivered or (b) on the third business day after mailing by certified mail with return receipt. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate party and address specified below:

COUNTY: Orange County Board of County Commissioners
Attn: Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Orange County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

VEI: Veterans Entrepreneur Initiative
16877 E Colonial Dr Suite 103
Orlando, FL 32820

Section 5. Miscellaneous.

5.1 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.

5.2 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.

5.3 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.

5.4 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.

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

[SIGNATURE PAGE FOLLOWS]

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryan Brooks
for Jerry L. Demings
Orange County Mayor

Date: 3 December 2024

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

for By: Ferris Jan Klimetz
Deputy Clerk

Date: DEC 03 2024

VETERAN ENTREPRENEURSHIP INITIATIVE, INC.

By: [Signature]
Rafael Caamano, President- Co Founder

Date: 11/4/2024

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$170,463 for FY24-25 will be used to support VEI's operations, which consist of highly skilled staff in technical assistance provision, especially to military veteran entrepreneurs.

VEI is expected to deliver the following major initiatives by September 30:

- Recruit and host at a minimum of 150 participants through the various entrepreneurial services, training and advising programs such as the VEI Launch Start Up Program, VEI Scale Up Growth Program, Business Coaching, Business Workshop Series, and special programming.
- Participation in Eight (8) meetings per year. Four (4) in-person meetings and Four (4) virtual group grantee calls with County staff, as well as in utilizing 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)
- Work with Orange County staff within the Family and Community Services Department to ensure Veterans with entrepreneur interests align with County Veterans programs
- Explore partnership opportunities with Veterans Affairs and other private sector Veteran-supporting programs especially focused on entrepreneurship

Particular tasks agreed to be completed during the FY24-25 budget year include:

- During the FY 2024-2025, VEI plans to continue to provide veterans with options of meeting with a team member on a one-on-one, over the phone, or virtual setting. Our programs are designed based on input from veterans and years of experience developing and delivering entrepreneurial training and courses to veterans and non-veteran populations. In addition, all our programs and activities are carefully designed uniquely for veterans and can be deployed virtually or in person in a way that stimulates networking activities while building comradery among participants. Below is a list of programs and activities VEI is proposing at a minimum for the upcoming fiscal year:
 - Business Coaching
 - Mentoring
 - Educational Programming
 - Facilitated Startup Program (VEI Launch)
 - Facilitated Growth Program (VEI ScaleUp)
 - Workshops and Special Programming
 - 6 workshops
 - 2 Special programs
 - Networking Events
 - 3 networking events

- Continue to grow VEI's brand within the Central Florida Region through brand management and integrated marketing communications strategies.
- Display and promote veteran companies via social media or other channels while promoting programs and additional resources throughout Florida.
- Position VEI for greater visibility through interactive/digital marketing and social media channels along with collateral.
- Identify and pursue key public and community relations opportunities that complement the VEI brand vision.
- Continue to strengthen relationships with local media.
- Foster collaborative and productive relationships within the community.
- Position VEI as a valuable and trusted resource.
- Overseeing the selection process of program applications across programs
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B

VEI's Proposed Budget – Total: \$170,463

FY 2024-2025 Budget Categories	Amount
	\$170,463.00
General Expenses	
Office Management	\$3,554.24
General Management	\$13,500.00
Materials, Equipment & Supplies	\$5,000.00
Facility	\$592.00
Indirect Costs	\$17,406.00
Programming (Educational Cohort 1 Launch & 1 Scaleup) 48 hours total of educational training courses	
Administrative costs	\$5,111.60
Project Management	\$4,000.00
Facilitator	\$13,000.00
Subject Matter Experts	\$1,500.00
Facility	\$2,747.00
Materials, Equipment & Supplies	\$6,000.00
Marketing	\$10,000.00
Total Program 1	\$42,358.60
Programming (Educational Workshops & Special Programming) 6 workshops and 2 special programs	
Administrative costs	\$5,111.60
Project Management	\$4,000.00
Facilitator/Moderator	\$10,000.00
Subject Matter Experts/Speakers	\$5,500.00
Facilities	\$7,747.00
Materials, Equipment & Supplies	\$8,000.00
Marketing	\$12,000.00
Total Program 2	\$52,358.60
Programming (Networking Events) 3 networking events	
Administrative costs	\$5,111.60
Project Management	\$4,000.00
Facilitator	\$3,000.00
Subject Matter Experts	\$2,068.19
Facility	\$2,747.00
Materials, Equipment & Supplies	\$2,000.00
Marketing	\$7,766.77
Total Program 3	\$26,693.56
Programming (Coaching and Mentoring)	
Total Program 4	\$9,000.00
Grand Total	\$170,463.00

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING

ATTORNEY'S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.

EXHIBIT B

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

1) VEI shall provide the County with a copy of its semiannual performance and financial reports of the agency's activities/programs/services. A spreadsheet shall be provided outlining clients served to ensure alignment with programming goals. In cases where Grantee has been awarded multiple grants, staff should make every effort to prevent duplicating efforts and ensure that resources are allocated efficiently and strategically. Reporting periods shall end on March 31, and September 30.

Invoice	Period	Reports and Invoices Due
1	October 1– March 31	April 15
2	April 1 – September 30	October 15

Within each report, the following information needs to be included as it pertains to the deliverables outlined above:

- Brief summary of the progress of the two new educational programs - VEI Launch and VEI ScaleUp, especially topics shared in each offering and number of unique attendees as well as total attendee numbers for each offering.
- Updated listing of new clients across all three programs - information provided can be in a table format and must be at least: name of company, address of company, county of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), demographic information including gender and race/ethnicity, and potential opportunities/synergies for the company to work with the County (can be short summaries); if the participant is an individual and not incorporated.

For the final report, the following is also needed:

- Number of unique, as well as total participants in each program
- Cumulative listing of every participant across the three programs up until September 1 – adding a progress column to the provided progress report table which provides any of the following for that organization: 1) total dollar amount of revenues/contracts obtained during the work period; 2) total dollar amount of grants obtained during the work period as well as total dollar amount of grants/contracts pursued; 3) total number of customer and/or partner connections made by VEI for client as well as who clients were introduced to; 4) whether Small Business Administration certifications or other Veteran designations were obtained as a result of the programs and which ones were obtained; and 5) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.

A presentation to County staff will also be required to discuss through the final report.

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

Reports and Communications to the COUNTY:

Orange County. Office of Economic, Trade & Tourism Development
ATTN: Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801
Phone: (407) 836-7370
Fax: (407) 836-7399

Reports and Communications to VEI:

VEI
ATTN: Rafael Caamano, President
16877 E. Colonial Dr. #130
Orlando, FL 32820
Phone: (407) 408-4297