




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 

SUBJECT: **October 10, 2023 – Consent Agenda Item**
Social, Employment & Educational Impact Corp. Grant
Agreement

Funding in the amount of \$77,250 was provided in the FY 2023-24 adopted budget for the Social, Employment & Educational Impact Corp. 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 Social, Employment & Educational Impact Corp. FY 2024 Grant Agreement authorizing the disbursement of \$77,250 as provided in the FY 2023-24 adopted budget.

**ORANGE COUNTY, FLORIDA
AND
SOCIAL, EMPLOYMENT & EDUCATIONAL IMPACT CORP.**

FY 2024 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 1st 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 SOCIAL, EMPLOYMENT & EDUCATIONAL IMPACT CORP., hereinafter referred to as the "SEE Impact".

WITNESSETH:

WHEREAS, the SEE Impact has applied to the County for a donation of funds for the operations of the SEE IMPACT; 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 SEE IMPACT for such purposes; and

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

WHEREAS, the SEE IMPACT 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 Seventy-Seven Thousand Two Hundred Fifty and No/100 Dollars (\$77,250.00) to be administered and disbursed by SEE IMPACT 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 SEE IMPACT's request and for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant SEE IMPACT 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 \$77,250.00 to SEE IMPACT shall be made in four (4) installments of \$19,312.50 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 SEE IMPACT 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, SEE IMPACT 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. SEE IMPACT's Obligation.

2.1 Representation of SEE IMPACT. The SEE IMPACT 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 SEE IMPACT as Independent Contractor. The parties expressly acknowledge that the SEE IMPACT 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 SEE IMPACT, 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 SEE IMPACT 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 SEE IMPACT 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 SEE IMPACT to receive future contributions from the County.

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

4.5 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.

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for 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-Kinety*
for Deputy Clerk

Date: OCT 10 2023

SOCIAL, EMPLOYMENT & EDUCATIONAL IMPACT CORP.

By: *Rajiv Menon*
Rajiv Menon, President

Date: 9/19/2023

EXHIBIT A

SCOPE OF WORK

During the period of this SOW, SEE Impact will do the following:

1. **Startup and Innovation Experiential Learning weekend**
 - SEE Impact will deliver two (2) 3-day events that specialize in startup training and innovation in the calendar year 2023-2024
 - The first of these is currently scheduled for Oct 20-22, 2023
 - The outcome is to give attendees a real-world experience of what it means to build business models, validate ideas, do customer discovery, and pitch for investment.
 - SEE Impact is responsible for the end-to-end delivery of these events including venue rental, food, marketing, content, judges, speakers, facilitators, mentors and the overall experience.
 - SEE Impact will reach out to community leaders and organizations to ensure engagement of between 60 to 100 attendees per event

2. **Networking/Pre-events:**
 - SEE Impact will deliver four (4) single-evening events that will serve to bring awareness to the Experiential Learning Weekend events mentioned above.
 - SEE Impact is responsible for the end-to-end delivery of these events including venue rental, food, marketing, content, and speakers.
 - SEE Impact will reach out to community leaders and organizations to ensure engagement of between 40-80 attendees per event

3. **Community-focused design thinking workshop:**
 - SEE Impact will deliver one single day event (3-5 hours) that is designed to pull together a select group of people (20-40) in a facilitated workshop environment to tackle a specific community challenge e.g. Improving connectivity between enterprises and tech community. The topic, attendee mix, and event format will be decided on based on the County's current needs.
 - The outcomes and reporting will be tailored to the specific topic that the County requires to be explored. E.g. generate business ideas or list problems that prevent enterprise collaboration with the tech ecosystem.
 - SEE Impact is responsible for the end-to-end delivery of this event including venue rental, food, mentors, speakers and facilitator.
 - SEE Impact will reach out to appropriate community leaders and organizations to ensure engagement of between 20-40 attendees per event

OUTCOMES & VISIBILITY

To ensure that Orange County has full visibility into the engagement and outcomes of these events and activities, SEE Impact will report on attendee numbers, listing of ideas, and any post-event engagement that occurs with attendees.

SEE Impact will also ensure that Orange County is credited for its support through this grant at the events mentioned in this SOW, on social media and through email campaigns. Client has the option to send one (1) representative to speak for 5-10 minutes at any event described herein. This will ensure that Client has an opportunity to engage and educate the audience on other programs and resources it offers.

EXHIBIT B

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

Within 30 days of the end of each quarter, SEE IMPACT 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.

Invoice	Quarter	Period	Reports and Invoice Due
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:

- Brief summary of the progress of each event. Especially topics shared in each event and number of unique attendees as well as total attendee numbers for each event.
- Updated listing of participants of all events- information provided can be in a table format and must be at least: name of participant, address, county, industry, particular alignment to the local social need/issue their product/service addresses, demographic information including gender and race/ethnicity.

Within 30 days of its release, SEE IMPACT 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.

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

Reports and Communications to the COUNTY:

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

Reports and Communications to the SEE IMPACT:

SOCIAL, EMPLOYMENT & EDUCATIONAL IMPACT CORP.
ATIN: Rajiv Menon
7437 Winding Lake Circle
Oviedo, Florida 32765
Phone: 866-222-2307
FAX: 866-222-2307