



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 *RSH*

SUBJECT: **October 10, 2023 – Consent Agenda Item**
CFF I, LLC Grant Agreement

Funding in the amount of \$103,000 was provided in the FY 2023-24 adopted budget for the CFF I, LLC. 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 CFF I, LLC FY 2024 Grant Agreement authorizing the disbursement of \$103,000 as provided in the FY 2023-24 adopted budget.**

**ORANGE COUNTY, FLORIDA
AND
CFF I, LLC**

FY 2024 GRANT AGREEMENT

THIS AGREEMENT ("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 CFF I, LLC hereinafter referred to as the "RALLY".

WITNESSETH:

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

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to RALLY to launch a program to provide education and training in entrepreneurship and business leadership for minority business owners, and has determined that there is a public interest for such activities/programs in order to support existing small businesses and residents 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 the RALLY for such purposes; and

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

WHEREAS, the RALLY 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, 2023 and ending September 30, 2024, the total sum of One Hundred and Three Thousand and 0/100 Dollars (\$103,000.00) ("County Contribution") to be administered and disbursed by the RALLY 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 Rally's request and for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant Rally 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 Contribution \$103,000.00 to RALLY shall be made in four (4) equal installments of Twenty-Five Thousand, Seven Hundred and Fifty and no/100 Dollars (\$25,750.00) on the following dates and contingent upon the satisfactory County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) quarterly performance and financial reports of the RALLY's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 30 days after the end of the quarters ending December 31; March 31; and June 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first installment payment will be paid by the end of November or within 30 days after the execution date of this Agreement and receipt of invoice. The three remaining installment payments shall be paid within 30 days of receipt of each prior report. The first report is due no later than January 31; the second report is due by no later than April 30 and, the final quarterly report is due by no later than July 31. A final report, to include progress on remaining months not covered by quarterly reports, is due September 1 with required outline explained in Appendix "B". This final 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 RALLY 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, RALLY 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. RALLY's Obligation.

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

2.2 RALLY as Independent Contractor. The parties expressly acknowledge that the RALLY 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 RALLY, 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 RALLY 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 RALLY 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 RALLY to receive future contributions from the County.

2.5 Non-Profit Status. The RALLY agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the RALLY 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 RALLY, 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 RALLY's books and accounts at any time during normal working hours, provided that reasonable notice is given to the RALLY prior to any such inspection. Any costs incurred by the RALLY as a result of a County audit shall be the sole responsibility of and shall be borne by the RALLY. In addition, should the RALLY provide any or all of the County's funds to sub-recipients, then, and in that event, the RALLY 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 RALLY 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 RALLY 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 RALLY 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, 2022 and shall continue until September 30, 2023, unless extended by written modification to the Agreement, signed by both parties. 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*
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 Lee Kinney*
for Deputy Clerk

Date: OCT 10 2023

CFF I, LLC

By: *Robert Panepinto*
Robert Panepinto, Board Chair/CEO

Date: 9/19/23

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$103,000 for FY23-24 will be used to support Rally's operations, which consist of highly skilled staff in technical assistance provision to social enterprises and residents aspiring to be local founders.

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

- Recruit and host at least two cohorts of social entrepreneurs (supporting at least 15 unique entrepreneurs) through their accelerator program
- Partner with Orange County and other external organizations on identifying Central Florida community-specific social issues for Rally participants to engage in solution development for as part of their incorporation's mission; as well as assist with promotion of, or connectivity to other programs within the local entrepreneur-supporting ecosystem
- Participation in monthly group grantee calls with County staff, as well as in utilizing the SourceLink web resource provided by the National Entrepreneur Center and the County, as well as Central Florida STEM Mentor Online Database (training will be provided in monthly group grantee calls for how to access and use this resource)

Particular tasks agreed to be completed during the FY22-23 budget year for the Rally accelerator program include:

- Recruitment and screening of applicants
- Overseeing the selection process of program applicants
- Provide coaching, mentorship, and educational programming
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B
- Support County and other partners in ecosystem metrics planning, especially regarding social enterprises and/or in connectivity to the region's use of the UN's Sustainable Development Goal indicators

RALLY's Proposed Budget – Total: \$103,000

FY23-24 Budget Categories	Budget	Uses of Funds
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Program Administration	\$ 51,000	This would cover organization and execution of all aspects of the program including event schedule and details, calendar coordination for entrepreneurs and strategists, marketing execution and online management.
Subject Matter Support	\$ 31,000	In the course of the program fellows periodically need specific targeted help with a marketing campaign or impact metric creation or graphic design. Rally is building simple contract relationships with specialists excited about working with our Fellows. Additionally, as the network of past Fellows grows, Rally is focused on continuing to provide value and build connections within Orange County. Part of this strategy will be retaining the help of subject matter experts with valuable knowledge for entrepreneurs at different points in their social enterprise journey.
Orange County Outreach	\$ 21,000	In order to continue building our local talent and moving local social entrepreneurs into our accelerator, Rally will host as many as ten and no less than six workshops designed for local entrepreneurs to understand social enterprises strategy and to become familiar with the tools that will help them build a venture to compete on an international stage. In addition, Rally will host one full day event during the contract period. The event will work to give attendees with a passion for social impact a real-world experience of what it means to build business models, validate ideas, do customer discovery, and pitch for investment for their social venture.
Total	\$103,000	

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) Within 30 days of the end of the quarter, RALLY 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 deliverables outlined above:

- Brief summary of the progress of each cohort, as well as Rally Maker Roundtable event, especially topics of educational offerings, number of unique participants in any program, and total cumulative number of participants across all programs
- Updated listing of new unique clients across all programs - information provided can be in a table format and must be at least: name of company, address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), particular alignment to the local social need/issue their product/service addresses, demographic information including gender and race/ethnicity, and potential opportunities/synergies for the company to work with the County or County partners (can be short summaries); if the participant is an individual and not incorporated, please briefly explain why they are not incorporated by creating an additional column named "Notes"

For the final report, the following is also needed:

- Number of unique, as well as total participants in each offering
- Cumulative listing of every participant across all the programs up until September 1 – adding a progress column to the quarterly 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 RALLY for client as well as who clients were introduced to; 4) number of mentors connected to organization and any resulting outcomes from mentorship; 5) whether B-corporation formation took place; 6) any impact metrics toward a local societal issue being improved; and 7) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.

- Electronic copies of press coverage on Rally Fellows from within the community or beyond

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

2) Within 30 days of its release, if requested by the County, CFAE 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: 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 RALLY:

RALLY
ATTN: Ben Hoyer, President/COO
1001 N Orange Ave
Orlando, Florida 32801
Phone: 407-371-2925