



# Orange County Government

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

## Legislation Text

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**File #:** 24-1744, **Version:** 1

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### Interoffice Memorandum

**DATE:** November 13, 2024

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** N/A

**FROM:** Dennis Holste, Economic Development Administrator

**CONTACT:** Jessica Kinkle, Administrative Assistant

**PHONE:** 407-836-7366

**DIVISION:** Office of Economic, Trade and Tourism Development

**ACTION REQUESTED:**

Approval and execution of Orange County, Florida and Black Business Community Development Corporation, Inc. FY 2025 Grant Agreement and authorization to disburse \$165,398 for the support of Black Business Community Development Corporation's operations, which consist of highly skilled lending staff necessary for loan and credit analysis, loan preparation and documentation, monitoring and collection processes, and technical assistance. (Office of Economic, Trade and Tourism Development)

**PROJECT:** Florida and Black Business Community Development Corporation, Inc. FY 2025 Grant Agreement

**PURPOSE:** 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.

**BUDGET:** \$165,398

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

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**FY 2025 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 1<sup>st</sup> 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 BLACK BUSINESS COMMUNITY DEVELOPMENT CORPORATION, INC., 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;

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 Sixty-Five Thousand Three Hundred Ninety-eight and No/100 Dollars (\$165,398.00) 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, 2025 for the designated purpose set forth in Exhibit "A", shall be returned to the County within sixty (60) days. 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 Contribution \$165,398.00 to BBCDC shall be made in two installments of \$82,699.00. 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 BBCDC 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, 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".

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 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, 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

BBCDC: Black Business Community Development  
Corporation  
301 E Pine St Suite 175  
Orlando, FL 32801

**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: *Jerry L. Demings*  
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

By: *Jennifer Jan-Kinetz*  
for Deputy Clerk

Date: DEC 03 2024

**BLACK BUSINESS COMMUNITY DEVELOPMENT  
CORPORATION, INC.**

By: *Duane Lewis*  
Duane Lewis, Executive Director

Date: 11/27/24

**EXHIBIT A**

**BLACK BUSINESS COMMUNITY DEVELOPMENT CORPORATION**

**ACTIVITY FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of One Hundred Sixty-Five Thousand Three Hundred Ninety-Eight and no/100 Dollars (\$165,398.00) for FY 2024-2025 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 shall provide a detailed budget outlining how the funds will be utilized. Also, BBCDC will participate in Eight (8) meetings per year. Four (4) in-person meetings and Four (4) virtual 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, where County staff has identified opportunities or circumstances where Black business populations can be outreached to, especially regarding County 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 Economic, Trade & Tourism Development office as indicated:

1) BBCDC shall provide the County with a copy of its biannual 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 March 31, and September 30.

<b>Invoice</b>	<b>Period</b>	<b>Reports and Invoices Due</b>
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 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/ Recurring outreach events, including but not limited to the How to do Business Meetings and M/WBE Advisory Board Meetings.
2. 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 period.

2) BBCDC shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data as 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 the BBCDC:**

Black Business Community Development Corporation  
ATTN: Duane Lewis, Executive Director  
301 E. Pine Street, Suite 175  
Orlando, Florida 32801  
Phone:(407)649-4780  
FAX: ( 407) 649-8688