



Orange County Government

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

Legislation Text

File #: 24-1745, **Version:** 1

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 Orlando Tech, Inc. FY 2025 Grant Agreement and authorization to disburse \$204,000 to be used to support Black Orlando Tech's operations, which consist of highly skilled staff in technical assistance provision. (Office of Economic, Trade and Tourism Development)

PROJECT: Orange County, Florida and Black Orlando Tech, Inc. FY 2025 Grant Agreement

PURPOSE: The County 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.

BUDGET: \$204,000

BCC Mtg. Date: December 3, 2024

**ORANGE COUNTY, FLORIDA
AND
BLACK ORLANDO TECH, INC**

FY 2025 GRANT AGREEMENT

THIS AGREEMENT (“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 Black Orlando Tech, Inc, hereinafter referred to as the “BOT”.

WITNESSETH:

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

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to BOT 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 BOT for such purposes; and

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

WHEREAS, the BOT 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 Two Hundred Four Thousand and no/100 Dollars (\$204,000.00) (“County Contribution”) to be administered and disbursed by the BOT 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 BOT's request and for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant BOT 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 of \$204,000 to BOT shall be made in Two (2) equal installments of One Hundred Two Thousand and 00/100 Dollars (\$102,000). 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 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 BOT 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, BOT 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. BOT's Obligation.

2.1 Representation of BOT. The BOT 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 BOT as Independent Contractor. The parties expressly acknowledge that the BOT 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 BOT, 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 BOT 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 BOT agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". 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 BOT to receive future contributions from the County.

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

BOT: Black Orlando Tech
1001 N Orange Avenue
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: *Brynn 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

By: *Jennifer Jan Klimetz*
for Deputy Clerk

Date: DEC 03 2024

Black Orlando Tech, Inc

By: *[Signature]*
Joshua Walker, Co-Chair

Date: *11/08/2024*

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$204,000 for FY24-25 will be used to support BOT's operations, which consist of highly skilled staff in technical assistance provision. Additionally, BOT staff shall provide a detailed budget outlining how the funds will be utilized. Also, BOT will participate in Eight (8) meetings per year. Four (4) in-person meetings and Four (4) virtual group grantee calls with County staff. The following initiatives are intended to support minority entrepreneurs unless written otherwise. It is expected that BOT offerings are in English, and not to overlap in technical assistance services provided by Prospera or the Hispanic Chamber of Commerce.

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

- Recruit and host at least 100 participants through three minority entrepreneur-serving programs: Black Orlando Tech's Tech Startup Series; Creative Services Track; and Technical Skill Training Series
- 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 and Technology Matchmaking Online Tool (training will be provided in monthly group grantee calls for how to access and use these resources)
- Collaborate with Orange County external partners to evaluate practices of and increase local small business minority vendor engagement through private sector supplier diversity initiatives

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

- Recruitment and screening of applicants
- Overseeing the selection process of program applicants across the two technical assistance programs
- Provide at least 5 workshops/training courses per cohort across a variety of business acumen, technical, and/or founder support topics; for creative services program, BOT will consult with best-in-practice experts around the US to provide unique programming focused on retail, e-commerce, and production methods apropos of creative service businesses
- Provide Continuous Coaching and Mentoring Programming
- Provide marketing and networking events
- Provide staffing and space for the programs
- Host at least 1 pitch competition to promote all participants in any program or cohort (either live or virtually)
- Provide impact reports to County as outlined in Appendix B

BOT's Proposed Budget – Total: \$204,000

FY 2024- 2025 Budget Categories – Tech Startup Series	Amount	Notes on Types of Expenses for the Category
Personnel & Benefits	\$66,350.00	60% of Executive Director's Time; Programs Director – 40%
Printing & Publications	\$3,000.00	Targeted marketing
Conferences & Meetings	\$3,600.00	24 BOT-hosted Workshops/Meetings
Tech Startup Series (including Creative Track)		
Personnel & Benefits	\$65,150.00	40% of Executive Director's Time; Programs Director – 60%
Printing & Publications	\$3,000.00	Targeted marketing campaigns for two different demographics – tech and creative services
Conferences & Meetings	\$10,000.00	20 BOT-hosted Workshops/Meetings
Consulting & Professional Fees	\$2,500.00	20 Arranged Expert Speaker Stipends
Software Licenses	\$5,000.00	Learning Management System; Pitch Competition platform
General Operations		
General Operations		
Consulting & Professional Fees	\$25,000.00	
Printing & Publications	\$3,500.00	General BOT marketing and event promotions
Indirect Costs	\$13,237.00	Indirect Rate: 6.5%
Other	\$3,663.00	Legal Services & Liability Insurance

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:

BOT shall provide the County with a copy of its semi-annual 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 agency's activities/programs/services offered to companies located within unincorporated Orange County:

- Brief summary of the progress of the two technical assistance programs, especially topics shared in each cohort and number of unique attendees as well as total attendee numbers for each cohort
- Updated listing of new clients across these 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), if a creative product/service provide a brief summary of what is sold, 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, 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 technical assistance programs
- Cumulative listing of every participant across the programs up until September 30 – 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 BOT for client as well as who clients were introduced to; 4) whether Small Business Administration certifications or other designations were obtained as a result of the programs and which ones were obtained; 5) number of engagements with new supplier diversity programs; and 6) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.

- Summary report of Pitch Competition including all participant feedback like strengths or weaknesses assessed by judges, ranking outcomes, and any metrics describing the outreach/impact of the Competition such as number of audience attendees; number of unique organizations judging or engaged otherwise; amount of prize funding raised; etc.
- Summary Report of the findings and recommendations derived from the Building BOTs program initiated by Black Orlando Tech will cover various aspects, including the number of participants, demographic breakdown, curriculum completion rates, and the success of mentorship and networking efforts. It highlights the program's achievements and impact, offering valuable insights for stakeholders and informing future strategies. This report serves as a vital resource for understanding the program's progress and its commitment to diversity, skill development, and networking opportunities in the technology sector.

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

2) BOT 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: Economic Development Coordinator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801
Phone: (407) 836-7370
Fax: (407) 836-7399

Reports and Communications to BOT:

Black Orlando Tech
ATTN: Joshua Walker, Co-Chair
1001 N Orange Ave
Orlando, Florida 32801
Phone: (407) 244-0210