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

**FY 2026 GRANT
AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of October 2025, 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. doing business as ORLANDO INNOVATION LEAGUE, hereinafter referred to as "SEE IMPACT".

WITNESSETH:

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

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to promote innovation and entrepreneurship in Central Florida through education, events, competitions, workshops, and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to SEE IMPACT for such purposes; and

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

WHEREAS, 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, 2025, and ending September 30, 2026, a total sum not to exceed Seventy-Eight Thousand Seven Hundred Ninety Five and 00/100 Dollars (\$78,795.00) ("County Contribution") to reimburse SEE IMPACT solely for the purposes set forth in Exhibit "A". The County Contribution shall be made in up to two installments, with each installment not to exceed Thirty-Nine Thousand Three Hundred Ninety-Seven and 50/100 Dollars (\$39,397.50). If SEE IMPACT is unable to complete any portion of its project scope or activities during the first installment period, it may request approval to reallocate the corresponding funds to the second installment period. Any such request shall be submitted to the Economic Development Administrator for prior authorization no less than thirty (30) days before the conclusion of the first installment period. 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 SEE IMPACT 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, 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. SEE IMPACT represents that it will use its best efforts to develop and promote startup and social enterprise businesses in Central Florida, which should include partnering with Orange County Economic, Trade & Tourism Development, and Business Development offices.

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

2.5 Non-Profit Status. SEE IMPACT agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If 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, 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 SEE IMPACT's books and accounts at any time during normal working hours, provided that reasonable notice is given to SEE IMPACT prior to any such inspection. Any costs incurred by SEE IMPACT as a result of a County audit shall be the sole responsibility of and shall be borne by SEE IMPACT. In addition, should SEE IMPACT provide any or all of the County's funds to sub-recipients, then, and in that event, 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 Annual Financial Audit. SEE IMPACT shall obtain an independent financial audit conducted by a Florida-licensed certified public accountant and provide the results of the audit to the County within thirty (30) days of receipt by SEE IMPACT.

2.8 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, 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.

2.9 Assignment. 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.

2.10 Indemnification. 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.

The term of this Agreement shall begin on October 1, 2025 and shall continue until September 30, 2026. 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.

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

GROWFL: SOCIAL, EMPLOYMENT & EDUCATIONAL
IMPACT CORP.
ATIN: Rajiv Menon
7437 Winding Lake Circle
Oviedo, Florida 32765

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
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Date: _____

* * * * *

SOCIAL, EMPLOYMENT & EDUCATIONAL IMPACT CORP.

By: Rajiv P. Menon
Rajiv Menon, President

Date: 9/19/2025

EXHIBIT A

SCOPE OF WORK

During the period of this scope of work ("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 2025-2026
 - The next of these is currently tentatively scheduled for October/November 2025
 - 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 and target 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.
These events will be in the September/October 2025 timeframe as well.
- 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 target engagement of between 40-80 attendees per event

3. SEE IMPACT will participate in Eight (8) Economic Support Organizations meetings per year. Four (4) in-person meetings and Four (4) virtual group grantee calls with County staff.

OUTCOMES & VISIBILITY

To ensure that Orange County has visibility into the engagement and outcomes of these events and activities, SEE IMPACT will report on attendee numbers, winning team concepts, 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 3-5 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.

COSTS

SEE IMPACT has applied for a **grant of \$78,795/ year** for the delivery of these events and activities

NOTES

- Orange County will be responsive to questions/support as needed to deliver the events with high quality and ensure good visibility
- Grant money is non-refundable
- SEE IMPACT will partner, hire, or contract resources as needed to fully deliver all the requirements of this SOW

Social, Employment and Educational Impact Corp.

INCOME	
Grant-program related sponsorships	7,000.00
Orange County Grant	78,795.00
Grant program related ticketing revenue	7,000.00
TOTAL	92,795.00

EXPENSES	
SWORL pre-event costs (4 events at \$500/event)	2,000.00
Startup Weekend direct costs (two events at \$14,000/event) - food budget removed	28,000.00
Marketing and related costs	4,000.00
Formal Accounting Audit by 3 rd party	5,000.00
Grant-program related Consolidated Contractor costs (event staff, logistics etc.)	20,000.00
Staff Payroll	32,000.00
Other Miscellaneous	1,500.00
TOTAL	92,500.00

BUDGET SUMMARY		PROJECTED
TOTAL INCOME		92,795.00
TOTAL EXPENSES		92,500.00
NET		295.00

EXHIBIT B

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

1) SEE IMPACT shall provide the County with a copy of its 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 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 with zip codes,
 - 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.
- 2) 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
ATTN: Economic Development Administrator
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.
ATTN: Rajiv Menon
7437 Winding Lake Circle
Oviedo, Florida 32765
Phone: 866-222-2307
FAX: 866-222-2307