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

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**FY 2022-2023 GRANT AGREEMENT**

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THIS AGREEMENT (“Agreement”), made and entered into this 1st day of October 2022, 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, 2022 and ending September 30, 2023, the total sum of One Hundred Thousand and 0/100 Dollars (\$100,000.00) (“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, 202 3 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 \$100,000.00 to RALLY shall be made in four (4) equal installments of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) 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 of 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.

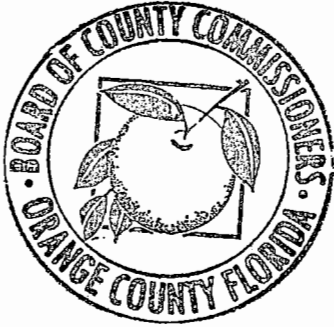
**4.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of 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  
As Orange County Mayor

Date: 29 Nov 22

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

By: *Neelie Pe*  
for Deputy Clerk

Date: NOV 29 2022

**CFF I, LLC**

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

Date: 11/1/22

## **EXHIBIT A**

### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$100,000 for FY22-23 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: \$100,000

<b>FY22-23 Budget Categories</b>	<b>Budget</b>	<b>Uses of Funds</b>
Program Administration	<b>\$ 50,000</b>	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	<b>\$ 30,000</b>	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	<b>\$ 20,000</b>	This would allow us to host several workshops for local founders. Rally is quickly becoming an international stage and hub. Which is very exciting for Orange County, and can be a challenge for some of our local entrepreneurs. 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.
<b>Total</b>	<b>\$100,000</b>	

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 .

<b>Quarter</b>	<b>Reports Due (no later than)</b>	<b>Payment Due to RALLY</b>
First (1 <sup>st</sup> )	January 31	Within 30 days of receipt of first quarter report
Second (2 <sup>nd</sup> )	April 30	Within 30 days of receipt of second quarter report
Third (3 <sup>rd</sup> )	July 31	Within 30 days of receipt of third quarter report

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: Eric Ushkowitz, Economic Development Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> 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