



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 *RH*

SUBJECT: **October 10, 2023 – Consent Agenda Item**
Veteran Entrepreneurship Initiative, Inc. Grant Agreement

Funding in the amount of \$167,121 was provided in the FY 2023-24 adopted budget for the Veteran Entrepreneurship Initiative, Inc. 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 Veterans Entrepreneurship Initiative, Inc. FY 2024 Grant Agreement authorizing the disbursement of \$167,121 as provided in the FY 2023-24 adopted budget.

**ORANGE COUNTY, FLORIDA
AND
VETERAN ENTREPRENEURSHIP INITIATIVE, INC.**

FY 2024 GRANT AGREEMENT

THIS 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 Veteran Entrepreneurship Initiative, Inc. hereinafter referred to as the “VEI”.

WITNESSETH:

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

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to develop, promote and support existing military veterans small businesses, and veterans entrepreneurs 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 VEI for such purposes; and

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

WHEREAS, VEI 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, 2023 and ending September 30, 2024, the total sum of one hundred and sixty seven thousand and one hundred twenty-one and 00/100 dollars (\$167,121.00) to be administered and disbursed by the VEI 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 VEI's request and for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant VEI 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's contributions of \$167,121.00 to VEI shall be made in four (4) installments of \$41,780.25 based on the following dates and contingent upon the satisfactory receipt of three (3) quarterly performance and financial reports of the agency's activities/programs/services as described in Exhibit "A." Each quarterly report is due to Orange County Office of Economic, Trade & Tourism Development within 30 days after the end of each quarter ending December 31; March 31; and June 30 as described in Exhibit "B." The first quarter's 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 quarter report. The first quarterly report is due no later than January 31; the second quarterly 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 VEI 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, VEI 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. VEI's Obligation.

2.1 Representation of VEI. VEI represents that it will use its best efforts to develop and promote develop, and support existing military veterans small businesses, and veterans entrepreneurs desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

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

2.5 Non-Profit Status. VEI agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If VEI 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, VEI, 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 VEI's books and accounts at any time during normal working hours, provided that reasonable notice is given to VEI prior to any such inspection. Any costs incurred by the VEI as a result of a County audit shall be the sole responsibility of and shall be borne by VEI. In addition, should VEI provide any or all of the County's funds to sub-recipients, then, and in that event, VEI 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, VEI 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. VEI 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. VEI 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 January 1, 2023 and shall continue until September 30, 2024. 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: Bryan W. Brooks
for Perry 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 Lara-Keimetz
for Deputy Clerk

VETERAN ENTREPRENEURSHIP INITIATIVE, INC.

By: [Signature]
Rafael Caamano, President- Co Founder

Date: 9/6/2023

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$167,121.00 for FY23-24 will be used to support VEI's operations, which consist of highly skilled staff in technical assistance provision, especially to military veteran entrepreneurs.

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

- Recruit and host at a minimum of 150 participants through the various entrepreneurial services, training and advising programs such as the VEI Launch Start Up Program, VEI Scale Up Growth Program, Business Coaching, Business Workshop Series, and special programming.
- 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 (training will be provided in monthly group grantee calls for how to access and use the SourceLink website)
- Work with Orange County staff within the Family and Community Services Department to ensure Veterans with entrepreneur interests align with County Veterans programs.
- Explore partnership opportunities with Veterans Affairs and other private sector Veteran-supporting programs especially focused on entrepreneurship.

Particular tasks agreed to be completed during the FY23-24 budget year include:

- During the FY 2023-2024, VEI plans to continue to provide veterans with options of meeting with a team member on a one-on-one, over the phone, or virtual setting. Our programs are designed based on input from veterans and years of experience developing and delivering entrepreneurial training and courses to veterans and non-veteran populations. In addition, all our programs and activities are carefully designed uniquely for veterans and can be deployed virtually or in person in a way that stimulates networking activities while building comradery among participants. Below is a list of programs and activities VEI is proposing at a minimum for the upcoming fiscal year:
 - Business Coaching
 - Mentoring
 - Educational Programming
 - Facilitated Startup Program (VEI Launch)
 - Facilitated Growth Program (VEI ScaleUp)
 - Workshops and Special Programming
 - 6 workshops
 - 2 Special programs
 - Networking Events
 - 3 networking events
- Continue to grow VEI's brand within the Central Florida Region through brand management and integrated marketing communications strategies.

- Display and promote veteran companies via social media or other channels while promoting programs and additional resources throughout Florida.
- Position VEI for greater visibility through interactive/digital marketing and social media channels along with collateral.
- Identify and pursue key public and community relations opportunities that complement the VEI brand vision.
- Continue to strengthen relationships with local media.
- Foster collaborative and productive relationships within the community.
- Position VEI as a valuable and trusted resource.
- Overseeing the selection process of program applications across programs
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B

VEI's Proposed Budget – Total: \$167,121

FY 23-24 Budget Categories	Amount	Notes on Types of Expenses for the Category
General Management	\$16,392.24	Directors and Administrative Salaries
VEI Launch Program & VEI ScaleUp Program	\$41,696.60	Educational Cohorts
Educational Workshops & Special Programs	\$51,696.60	Topic focused events and skill building
Networking Events	\$26,031.46	Community and participant engagement
Coaching and Mentoring	\$9,000.00	One on one business assistance
Materials, Equipment & Supplies	\$5,000.00	
Facility	\$592.00	
Indirect Costs	\$16,712.10	

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, VEI 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 the two new educational programs - VEI Launch and VEI ScaleUp, especially topics shared in each offering and number of unique attendees as well as total attendee numbers for each offering.
- Updated listing of new clients across all three programs - information provided can be in a table format and must be at least: name of company, address of company, county of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), 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.

For the final report, the following is also needed:

- Number of unique, as well as total participants in each program
- Cumulative listing of every participant across the three 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 VEI for client as well as who clients were introduced to; 4) whether Small Business Administration certifications or other Veteran designations were obtained as a result of the programs and which ones were obtained; and

5) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.

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, VEI 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 VEI:

VEI
ATTN: Rafael Caamano, President
16877 E. Colonial Dr. #130
Orlando, FL 32820
Phone: (407) 408-4297