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

FY 2023 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 24th 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 SOCIAL, EMPLOYMENT & EDUCATIONAL IMPACT CORP., hereinafter referred to as the "SEE Impact".

WITNESSETH:

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

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

WHEREAS, the 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, 2022 and ending September 30, 2023, the total sum of Seventy Five Thousand and No/100 Dollars (\$75,000.00) to be administered and disbursed by SEE IMPACT solely for the purposes set forth

in Exhibit "A". Any funds not spent or encumbered by September 30, 2023 for the designated purpose set forth in Exhibit "A", shall be returned to the County. At SEE IMPACT's request and for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant SEE IMPACT 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's contributions of \$75,000.00 to SEE IMPACT shall be made in four (4) installments of \$18,750 based on the following dates and contingent upon the satisfactory receipt of four (4) 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; June 30; and September 30 as described in Exhibit "B." The first quarter's installment payment will be paid by the end of October or within 30 days after the execution date of this Agreement and receipt of fourth quarter report. The second, third, and fourth quarter's installment payments shall be paid within 30 days of receipt of each prior quarter report. The first quarterly report is due by no later than January 31st; the second quarterly report is due by no later than April 30th; the third quarterly report is due by no later than July 31st; The third quarter's 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 SEE IMPACT 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, 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. The 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 Development and Business Development.

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

2.5 Non-Profit Status. The SEE IMPACT agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the 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, the 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 the SEE IMPACT's books and accounts at any time during normal working hours, provided that reasonable notice is given to the SEE IMPACT prior to any such inspection. Any costs incurred by the SEE IMPACT as a result of a County audit shall be the sole responsibility of and shall be borne by the SEE IMPACT. In addition, should the SEE IMPACT provide any or all of the County's funds to sub-recipients, then, and in that event, the 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 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, the 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.

2.8 Assignment. The 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.

2.9 Indemnification. The 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.

3.1 Term and Termination. The term of this Agreement shall begin on October 1, 2022 and shall continue until September 30, 2023. 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.

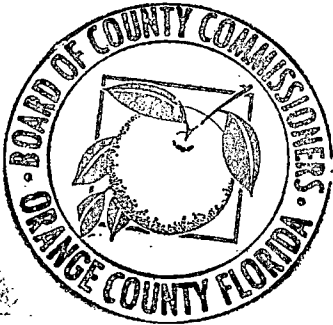
4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any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

Date: 29 Nov 22

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

By: *Neelan Fee*
For Deputy Clerk

Date: NOV 29 2022

SOCIAL, EMPLOYMENT & EDUCATIONAL IMPACT CORP.

By: *Rajiv Menon*
Rajiv Menon, President

Date: 10/24/2022

EXHIBIT A

SCOPE OF WORK

During the period of this 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 2022-2023
- The first of these is currently scheduled for Nov 11-13, 2022
- 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 to ensure engagement of between **70 to 120** attendees per event

2. **Networking/Pre-events:**

- SEE Impact will deliver between **four (4) and five (5)** single-evening events that will serve to bring awareness to the Experiential Learning Weekend events mentioned above.
- 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 ensure engagement of between **40-80** attendees per event

3. **Community-focused design thinking workshop:**

- SEE Impact will deliver **one single day event** (3-5 hours) that is a guided workshop for startup founders, college students and subject matter experts to explore a topic provided by the Client e.g. Solid Waste Management, Homelessness etc.
- The outcome will be to deliver new business ideas (between 4-8) that could be launched in the community, and to find motivated leaders that want to take these ideas forward.
- SEE Impact is responsible for the end-to-end delivery of this event including venue rental, food, mentors, speakers and facilitator.
- SEE Impact will reach out to community leaders and organizations to ensure engagement of between **20-40** attendees per event

OUTCOMES & VISIBILITY

To ensure that Orange County has full visibility into the engagement and outcomes of these events and activities, SEE Impact will report on attendee numbers, listing of ideas, 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 5-10 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.**

Startup Weekend Orlando 2022-2023 Budget

Main Weekend event (twice annually) <ul style="list-style-type: none"> • Catering (80-100 people, 7 meals) • Venue • Marketing and outreach • Travel and expenses • Misc: Supplies, swag trophies, etc • Organization and delivery 	\$31,000 <ul style="list-style-type: none"> • \$5,000 • \$3,500 • \$2,500 • \$2,500 • \$2,500 • \$15,000
Pre-event (2 each prior to main event) <ul style="list-style-type: none"> • Catering (100-150 people) • Venue • Marketing and outreach • Organization and delivery 	\$5,000 <ul style="list-style-type: none"> • \$1,250 • \$750 • \$1,000 • \$2,000
Design Think Workshop (once annual) <ul style="list-style-type: none"> • Catering (40 people) • Venue • Organization and delivery 	\$11,000 <ul style="list-style-type: none"> • \$400 • \$600 • \$10,000
Overheads	\$10,000

Total Annual Budget = \$103,000

Grant requested = \$75,000 (Remainder is gained through earned income: ticket sales, sponsorships etc.)

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 each quarter, SEE IMPACT 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.

Quarter	Reports Due (no later than)	Payment Due to SEE IMPACT
First (1 st)	January 31	Within 30 days of receipt of first quarter report
Second (2 nd)	April 30	Within 30 days of receipt of second quarter report
Third (3 rd)	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 agency's activities/programs/services offered to companies located within unincorporated Orange County:

- List of titles and amount paid to each individual by title during the quarter including board officers/directors/members, principles, and employees, including full and part-time staff.
- Listing of outside/contracted firms and the amount paid to each during the respective quarter.
- Clients Served:
 - Total number and percentage of clients served
 - Number and percentage of new clients served
 - Number and percentage of clients served from other counties
- Education Programs:
 - Number of startup and networking events
 - Number of single or multi-day workshops
 - Number of individuals/businesses provided specialized training and type of training provided
 - Technical Assistance Provided:
 - Number and names of individuals/firms provided with assistance with business and marketing plans
 - Total number of hours in which technical assistance was provided

- Financials:
 - Salaries amount and overall percentage of total expenditures
 - Technical services amount and overall percentage of total expenditures
 - Loan amount and overall percentage of total expenditures
 - Special event amount and overall percentage of total expenditures
 - General and overhead percentage (including bad debt expense, rental of building and equipment, supplies, contracted services, utilities, etc.) of total expenditures
 - Source of revenues by percentage in the following categories: government, corporate partners, earned
- Job Creation:
 - Number of jobs created in Orange County
 - Number of jobs saved/retained in Orange County
 - Average salaries for the above

2) Within 30 days of its release, 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.

Reports and Communications to the COUNTY:

Orange County. Office of Economic, Trade & Tourism Development
 ATTN: Eric Ushkowitz, 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