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

FY 2026 GRANT AGREEMENT

THIS AGREEMENT ("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 CFF I, LLC hereinafter referred to as "RALLY".

WITNESSETH:

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

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

WHEREAS, 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, 2025, and ending September 30, 2026, a total sum not to exceed One Hundred Ten Thousand and Sixty and 00/100 Dollars (\$110,060.00) ("County Contribution") to reimburse RALLY 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 Fifty-Five Thousand and Thirty and 00/100 Dollars

(\$55,030.00). If RALLY 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 RALLY 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, 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. 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, Trade & Tourism Development, and Business Development offices.

2.2 RALLY as Independent Contractor. The parties expressly acknowledge that 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. 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. 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. RALLY 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 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, 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 RALLY prior to any such inspection. Any costs incurred by RALLY as a result of a County audit shall be the sole responsibility of and shall be borne by 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 Annual Financial Audit. The RALLY 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 RALLY

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

2.10 Indemnification. 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 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, 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.

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

RALLY: CFFI, LLC
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: _____

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: _____

CFF I, LLC

By: _____

Kyle Steele, Interim Executive Director & COO

Date: _____

9/24/25

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$110,060 for FY25-26 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. Additionally, RALLY staff shall provide a detailed budget outlining how the funds will be utilized. Also, RALLY 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.

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

Overview

Rally will utilize funding from Orange County to deliver a targeted set of social enterprise and community innovation services aligned with the County's Economic Stimulus Strategy 4.0. All services are embedded within Rally's FY26 approved operating plan and executed using Rally's internal staffing, systems, and program infrastructure.

Deliverables

1. Scale Up Support for Orange County Ventures

Description: Support a cohort of 3–4 social ventures based in or serving Orange County through Rally's Scale Up program.

Delivery Model: One shared cohort delivered over a two-month period, facilitated by a dedicated coach.

Goals:

- Strengthen each venture's growth and revenue strategy
- Connect ventures to customers, funders, or pilot opportunities
- Accelerate job creation and operational stability

Expected Outcomes:

- 3–4 ventures complete the 2-month engagement
- At least 2 ventures report increased revenue, contracts, or customers within 6 months
- At least 2 ventures retain or create new jobs during the engagement period

2. Social Enterprise Accelerator Program (2 Cohorts)

Description: Operate two cohorts of Rally's 16-week Social Enterprise Accelerator during the grant period, sourcing and supporting at least 15 unique social entrepreneurs whose ventures directly address community challenges experienced by Orange County residents—such as housing, health access, education, economic development, and workforce mobility.

Goals:

- Identify and support mission-driven innovators solving real problems in Orange County
- Equip ventures to launch or scale solutions that deliver services, tools, or opportunities to residents

- Build a diverse pipeline of community-rooted business models ready for regional implementation

Expected Outcomes:

- At least 15 ventures recruited, selected, and supported through the program
- Each venture actively works on a solution tied to a defined regional issue impacting County residents
- At least 75% of ventures deliver or test a tangible product, service, or intervention during or after the program
- Orange County residents are reached through pilots, events, tools, or service delivery connected to the participating ventures

3. Monthly “Intro to Social Entrepreneurship” Sessions

Description: Host 12 one-hour virtual sessions (one per month) that introduce residents to the concept of social entrepreneurship.

Goals:

- Expand awareness of entrepreneurship as an economic opportunity
- Engage underrepresented communities
- Create pathways to future participation in business support programs

Expected Outcomes:

- Collect and report participant demographic data, including:
 - Zip code
 - Age
 - Household income range
 - Employment/entrepreneurial status
- At least 15 participants express interest in deeper engagement with Rally programs

4. Cross-Sector Co-Creation Lab

Description: Facilitate one structured, multi-stakeholder co-creation lab centered on a County priority (e.g., housing, youth opportunity, mental health).

Goals:

- Develop trust and collaboration across sectors
- Generate a practical, testable solution prototype
- Identify shared ownership among local partners

Expected Outcomes:

- At least 20 stakeholders from public, private, and nonprofit sectors participate
- At least one prototype solution developed and documented
- 80% of participants report increased alignment across institutions

5. Venture-Led Pilot Deployment in Orange County

Description: Design and implement one real-world pilot project by a venture working to solve a regional issue.

Goals:

- Test impact-driven products or services in a Central Florida neighborhood
- Engage local residents in solution validation
- Generate measurable community outcomes

Expected Outcomes:

- One pilot launched and completed
- At least 50 Orange County residents are directly served or engaged through services, tools, or events
- Pilot outcomes documented and shared with Orange County staff

6. County-Specific Data and Impact Reporting

Description: Track and report participation and performance data for all Orange County-funded activities.

Goals:

- Ensure transparency and accountability
- Provide useful data for program and policy planning
- Monitor reach and equity outcomes

Expected Outcomes:

- Submit biannual updates and a final year-end report
- Report includes:
 - Number of Orange County residents served
 - Ventures supported and outcomes achieved
 - Pilot and lab results
 - Community stories, lessons learned, and recommendations

Budget Summary and Alignment to FY26 Operating Budget

Total Allocation: \$110,60

All deliverables outlined in Exhibit A are integrated into Rally's FY26 Board-approved operating budget. Orange County's grant funds directly support the following categories:

Deliverable	FY26 Budget Line Item(s)	Amount Allocated from OC Grant	Details
1. Scale Up Support (3–4 ventures in 1 cohort)	Operating Cost	\$9,000	Supports the entire cohort of OC ventures.
2. Monthly Intro to Social Entrepreneurship	Operating Cost, Marketing, Software	\$17,060	Session delivery, outreach, registration, and Airtable-based demographic tracking.

3. Cross-Sector Co-Creation Lab	Operating Cost, Marketing, Microgrants	\$25,000	Includes facilitation and \$2,500 community microgrant pool for solution prototyping.
4. Venture-Led Pilot Deployment	Operating Cost, Vendor Services	\$22,000	Implementation of one social innovation pilot in Orange County.
5. Data & Impact Reporting	Operating Cost, Software	\$7,000	Data collection, dashboarding, quarterly reporting, and final county impact report.
6. Accelerator Admin and Coordination	General Program Operating Cost	\$30,000	Includes program facilitation, project management, documentation, and administrative oversight.

Total Budget Alignment: \approx \$110,060

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) RALLY shall provide the County with a copy of its semiannual 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 deliverables outlined above:

- Brief summary of the progress of each cohort, as well as Rally Workshops, 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 with zip codes, 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 30 – adding a progress column to the 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) RALLY 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 Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801
Phone: (407) 836-7370
Fax: (407) 836-7399

Reports and Communications to RALLY:

RALLY
ATTN: Kyle Steele, Interim Executive Director & COO
1001 N Orange Ave
Orlando, Florida 32801
Phone: 407-371-2925