



**2017-2018 FUNDING AGREEMENT BETWEEN THE CITY OF ORLANDO
AND CENTRAL FLORIDA FOUNDATION, INC.**

THIS AGREEMENT is entered into this _____ day of _____ 2017, by and between the **CITY OF ORLANDO**, a Florida municipal corporation established under the laws of the State of Florida (hereinafter referred to as "the City") with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, and **Central Florida Foundation, Inc.**, (hereinafter referred to as "CFF"), a not-for-profit Florida corporation and direct support organization acting as an instrumentality of CFF I, LLC, for the benefit of the **Central Florida Social Enterprise Accelerator** (hereinafter referred to as "CFSEA"), with a principal address of 800 North Magnolia Avenue, Ste. 1200, Orlando, Florida 32803.

WITNESSETH

WHEREAS, the CFF has applied to the City for a donation of funds to be a Seed Investor sponsor of the CFSEA's inaugural six-month Accelerator class (hereinafter referred to as the "Accelerator class") for startup social enterprises as set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the City has determined that there is a public need for the CFSEA in order to support social enterprises in the early stages of developing their product or business who are looking for help or guidance to build their ideas into self-sustainable ventures within our community; and

WHEREAS, social enterprises, by definition, also exist to solve social, environmental and economic challenges by helping to develop new business models aimed at correcting or reversing those issues, ultimately improving the quality of life for residents; and

WHEREAS, while the CFSEA housed at Rollins College in the City of Winter Park, CFF, Downtown CREDO and Clean the World are CFSEA founder companies that are headquartered in the City of Orlando and thus, the City believes the establishment of the CFSEA will bolster the entrepreneurial ecosystem and economy for the City; and

WHEREAS, CFSEA is in the best interests of the City because social enterprises that graduate from CFSEA will be primed for success to grow their companies in the City and create new jobs and opportunities for residents, and to that end, the City has appropriated funds to be donated to CFF; and

WHEREAS, through partnerships and volunteers, the CFSEA has available the necessary qualified and trained personnel, facilities, materials and supplies to host the Accelerator class as set forth in this Agreement; and

WHEREAS, the Accelerator class has just completed taking applications, with the class beginning in September 2017 and ending in March 2018; and

WHEREAS, the City desires to enter into an agreement with CFF whereby CFF will receive and disburse said funds of the City for the purpose of hosting the Accelerator class in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **FUNDING.** The City has appropriated the total sum of Seven Thousand, Five Hundred Dollars and No Cents (\$7,500.00) to be used by CFF solely for the purposes set forth herein (hereinafter "Funds").

3. **PAYMENTS.** Subject to the provisions of this Agreement, the Funds shall be dispersed in one lump sum payment to CFF upon this Agreement being fully executed. Payment by the City shall be contingent upon the following:

- (a) receipt and approval by the City of the reports specified in Paragraph 4 of this Agreement;
- (b) inclusion of the audit provisions in sub-recipient agreements, if any, as set forth in Paragraph 7 of this Agreement;
- (c) compliance with such other reporting and administrative requirements specifically set forth in this Agreement; and
- (d) continuing faithful performance of all of the provisions of this Agreement by CFF and CFSEA.

4. **PERFORMANCE MEASURES; PROGRESS AND FINANCIAL REPORTS.** CFF agrees to submit to the Manager of Economic Development or his/her designee, progress and expenditure summary that shall include an evaluation of the Accelerator class and shall detail the expenditure of the Funds within thirty (30) days from the date of the end of the Accelerator class. Failure to comply with this requirement shall constitute grounds for termination of this Agreement and may result in the City seeking reimbursement of Funds.

5. **NONPROFIT STATUS.** CFF shall maintain its corporate, non-profit status in the

State of Florida throughout the term of this Agreement. If CFF should, during the term of this Agreement, lose its corporate or non-profit status, it shall immediately notify the City within ten (10) days of the event. Upon such an event, the City reserves the right to immediately terminate this Agreement and either discontinue distribution of Funds to CFF or seek reimbursement of Funds.

6. **NONDISCRIMINATION.** CFF agrees to host the Accelerator class without regard to race, color, creed, sex, age, national origin, disability, sexual orientation or marital status and in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. CFF agrees that compliance with this provision constitutes a condition to receipt of Funds. Upon receipt of evidence of such discrimination, the City reserves the right to immediately terminate this Agreement and seek reimbursement of Funds.

7. **ACCOUNTING AND AUDIT.** CFF shall utilize and maintain such records and practices regarding receipts and disbursements of the Funds as to be in accordance with generally accepted accounting principles. All such records shall be open to inspection and made available for audit by the City or by the City's designee during normal business hours during the term hereof and for a period of three (3) years after the termination of this Agreement. Any cost incurred by CFF or CFSEA as a result of a City audit shall be the sole responsibility of and shall be borne by CFF. In addition, should CFF provide any or all of the Funds to sub-recipients, then and in that event CFF 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 City or the City's designee to the same extent as those of CFF.

8. **MONITORING.** CFSEA and CFF shall permit the City to monitor the Accelerator classes and/or interview CFF's employees in order to ensure compliance with the terms of this Agreement. CFSEA shall, to assist monitoring of the classes, provide to the City or the City's designee access to all relevant records, access to the classes, and such other information as the City may deem necessary.

9. **TERM.** Unless earlier terminated, this Agreement shall remain in effect for the period commencing September 1, 2017 and terminating June 30, 2018.

10. **TERMINATION.** This Agreement may 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.

11. **INDEMNIFICATION.** CFF and CFSEA agree to indemnify and save harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement by CFF or CFSEA, or CFSEA's performance of the Accelerator classes due to the mere existence of this Agreement itself.

12. **DEFAULT.** The following shall constitute an Event of Default under this

Agreement:

- (a) CFF's failure to utilize the Funds for the Accelerator class in accordance with the terms and conditions of this Agreement;
- (b) CFF makes or submits a material representation in any certification or communication to the City in an effort to induce the donation of the Funds or the administration thereof that is later determined by the City to be false, misleading, or incorrect in any material manner; or
- (c) CFF or CFSEA's failure to comply with any of the terms and conditions in this Agreement.

Upon the occurrence of any Event of Default, or any other breach of this Agreement, the City shall have the authority to terminate this Agreement and either discontinue disbursement of the Funds or seeking reimbursement of the Funds, and/or exercise all rights and remedies available to it under the terms of this Agreement under statutory law or under common law.

13. **NO WAIVER.** The continued performance by either party hereto, pursuant to the terms of this Agreement, after an Event of Default shall not be deemed a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

14. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. 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.

15. **NONASSIGNABILITY.** CFF may not assign its rights hereunder without the prior written consent of the City. Failure to comply with this section may result in immediate termination of this Agreement.

16. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures between the parties hereto or as constituting CFF or CFSEA as the agent or representative of the City for any purpose or in any manner whatsoever.

17. **VENUE.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida and shall be governed by the laws of the State of Florida. CFF agrees to notify the City of an occurrence of any incident or action filed against CFF, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

18. **CORPORATE TABLES.** CFF agrees that, if it holds any fund raising events during the term of this Agreement at which "corporate tables" are sold, the City shall receive a table without cost in consideration of the donation provided to CFF under this Agreement.

19. **INSURANCE.** CFSEA shall have following insurance coverage active throughout the duration of this Agreement, and shall provide Certificates of Insurance to the Manager of the Economic Development Department, or his/her designee, within ten (10) days of the effective date of this Agreement to verify such coverage. The insurance coverage shall contain a provision which forbids any cancellation, changes or material alterations in the coverage without providing 30 days written notice to the City:

- (a) Commercial General Liability -- CFSEA shall provide commercial general liability coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent. The City of Orlando shall be named as an additional insured.
- (b) Commercial Automobile Liability -- CFF shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Agreement for limits of not less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.
- (c) Workers' Compensation -- CFF shall provide Workers' Compensation coverage for its employees who may work with or for the CFSEA at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employer's Liability.
- (d) Employee's Honesty Insurance -- CFF shall provide not less than \$10,000 coverage limit. The City of Orlando shall be named as an additional insured.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statement 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. This Agreement may only be modified in writing, signed by both parties.

21. **NOTICE.** Any notices to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) deposited in the United States Mail, addressed to a party at the addresses set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City:	City of Orlando Director, Economic Development Department P.O. Box 4990 Orlando, Florida 32802 (with a copy to City Attorney's Office)
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CFF: Central Florida Foundation, Inc.
Attn: Mark Brewer, President/CEO
800 North Magnolia Ave., Ste. 1200
Orlando, Florida 32803

22. **FORCE MAJEURE.** The parties acknowledge and agree that unforeseen and uncontrollable Acts of God or acts of people may interfere with CFF's ability to perform its responsibilities and duties as required by this Agreement. Such occurrences may include, but is not limited to, hurricane, tornado, tropical storm, tropical depression, earthquake, flood, lightning, water damage, severe weather conditions, accidents to or failure of essential equipment or machinery, fire, labor controversy, riot, civil unrest, civil commotion, terrorist activity, war, acts of a public enemy, or major upheaval, law, enactment, rule, or order of any government, failure of essential technical facilities, failure or delay of essential transportation facilities, incapacity of essential personnel, or other cause of a similar or like nature not reasonably within the control of CFF and which CFF could not have avoided by exercise of reasonable and prudent diligence. In the event such an occurrence forces CFF to cancel the Accelerator class, this Agreement is immediately terminated and CFF shall reimburse the Funds to the City within thirty (30) days from the date of cancellation.

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF ORLANDO, FLORIDA

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Orlando City Clerk

APPROVED as to form and legality,
for the use and reliance of the
City of Orlando, Florida only.
_____, 2017.

Assistant City Attorney
City of Orlando,

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,
_____, [] well known to me or [] who has produced
his/her _____ as identification, and known to me to be the
Mayor/Mayor Pro Tem of the City of Orlando, and acknowledged before me that he/she
executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and

that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2017.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

CENTRAL FLORIDA FOUNDATION, INC.

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, _____, well known to me and known by me to be the _____ of Central Florida Foundation, Inc., and acknowledged before me that they executed the foregoing 2017-2018 Funding Agreement on behalf of said corporation as its true act and deed, and that they were duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2017.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

EXHIBIT “A”

Central Florida Social Enterprise Accelerator Seed Investor Sponsorship

Central Florida Social Enterprise Accelerator’s Responsibilities and Commitments:

- CFSEA will host a minimum of one of its Boot Camps in Downtown Orlando.
- Recognize the City of Orlando in all Boot Camp and Accelerator marketing and program materials.
- Provide City of Orlando signage in shared workspace at Rosen Center.

With the Seed Investor sponsorship, the City of Orlando will have the opportunity to:

- Participate in evaluating and selecting Accelerator applications
- Mentor two companies from the Accelerator during the term of this Agreement
- Judge event finalists in the Accelerator pitch event
- Provide a “Lunch and Learn” presentation to Accelerator class

Central Florida Social Enterprise Accelerator

More than ever, we need ideas. Ideas that do more than sustain a business model – they solve a real societal problem or empower a community to improve their quality of life.

Sometimes, those ideas – even the great ones – don't see the light of day because they don't have the right connections, resources or funding. We are here to help entrepreneurs overcome these issues, to inspire creative thinkers and to help make their dreams real. The road to positive change is long, but the destination is worth every twist and turn.

Central Florida Social Enterprise Accelerator's mission is to create positive social change by propelling qualified social entrepreneurs to build their ideas into self-sustainable ventures within our community. We work with social entrepreneurs in the early stages of developing their product or business who are looking for help or guidance.

We offer:

- An up to 6-month customized program with proven curriculum, designed by Rollins College and successful entrepreneurs, held two times per year
- Access to a team of mentors that are serial commercial and social entrepreneurs
- Access to legal, accounting and marketing service professionals
- Access to faculty and student interns from Rollins College, nationally recognized for its focus on social entrepreneurship
- A collaborative work environment at Rollins College in beautiful Winter Park, Florida
- Two boot camps per year to prepare entrepreneurs for the accelerator
- End of Accelerator pitch event with the winner guaranteed a minimum \$25,000 investment
- Additional funding potential for both nonprofit and for-profit social enterprises from the Entrepreneurs in Action Social Enterprise Venture Fund or the Social Enterprise Endowment Fund at Central Florida Foundation

OUR CORE VALUES

IT MATTERS

Our passion to find solutions for real societal problems is the driving force behind what we do. Doing good is as important, if not more so, than doing well. Social entrepreneurs, your success matters to us.

CRACK THE CODE

There are a million barriers between a great idea and its realization. We will not be discouraged: our mandate is to help entrepreneurs break through these barriers to achieve success.

GO FURTHER

Let's do more than just get ideas off the ground. Let's propel them to soaring heights. Let's achieve a double bottom line that delivers tangible results and infinite sustainability. And let's commit to always improving how we do that.

**ENTREPRENEURS
IN ACTION**

DOWNTOWN
CREDO


ROLLINS

**CENTRAL FLORIDA
FOUNDATION**


Clean the World

Central Florida Social Enterprise Accelerator is ready to invite a select group of individuals and corporate partners to join our work. Here is how you can be involved:

RALLY MAKERS are individuals who see the wisdom in combating intractable issues with organizations that earn their own revenue. \$5,000 per year

- Evaluate and select accelerator applications
- Mentor two companies from the Accelerator per year
- Judge event finalists in the Accelerator pitch event

SEED INVESTORS are corporate partners that appreciate the power of social enterprise and want to align with this movement happening in Central Florida. \$7,500 per year

- All benefits of Rally Makers
- Recognition in all Boot Camp and Accelerator marketing and program materials
- Signage in shared workspace at Rosen Center
- Lunch and learn presentation to Accelerator classes

ANGEL INVESTORS are corporate partners that are ready to take a leadership role in the development of Orlando as a national hub for social enterprise. \$15,000 per year

- All benefits of Seed Investors
- Option to assign an executive to provide subject matter mentorship to Accelerator
- Present finalists in Accelerator pitch event

Central Florida's leaders and investors are looking to address the social issues within our community. This accelerator offers a new approach for solving Central Florida's social, environmental and economic challenges by helping develop new business models aimed at correcting or reversing those issues, while at the same time, giving investors an alternative method for investing and giving back to their community. It is the only accelerator in Central Florida with the education, mentorship, resources, community, networking and funding to help early stage social entrepreneurs develop their ideas and build sustainable ventures that make a difference.

We'll get there. And we'll get there together.

Contact

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