



2018-2019 FUNDING AGREEMENT BETWEEN THE CITY OF ORLANDO AND THE HISPANIC BUSINESS INITIATIVE FUND OF FLORIDA, INC. d/b/a PROSPERA

THIS AGREEMENT is entered into this _____ day of _____ 2018, 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 the **Hispanic Business Initiative Fund of Florida, Inc., d/b/a Prospera**, a not-for-profit Florida corporation (hereinafter referred to as "the Agency"), with a principal address of 3201 E. Colonial Drive, Ste. A-20, Orlando, Florida 32803.

WITNESSETH

WHEREAS, the Agency has applied to the City for a donation of funds in order to provide such services and/or programs as are set forth in Exhibit "A" attached hereto (hereinafter "Services") and incorporated herein by this reference; and

WHEREAS, the City has determined that the growth and development of Hispanic-American owned businesses is a lawful, beneficial, and public purpose which can and should be supported by the City; and

WHEREAS, Hispanic-American owned business is defined as a business which is at least fifty-one (51) percent owned by Hispanic-Americans or, in the case of a publicly owned business, at least fifty-one (51) percent of the voting stock of which is owned by Hispanic-American group members, and in which the Hispanic-American ownership exercises actual day-to-day management and control of the business; and

WHEREAS, the City has determined that there is a public need for such Services in order to promote the general health, welfare and/or safety of the community and that the provision of such Services is in the best interests of the City, and, to that end, the City has appropriated funds to be donated to the Agency for such Services; and

WHEREAS, the Agency has available the necessary qualified and trained personnel, facilities, materials and supplies to perform such Services as set forth in this Agreement; and

WHEREAS, the City desires to enter into an agreement with the Agency whereby the Agency will receive and disburse said funds of the City for the purpose of providing the Services 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 for the period commencing October 1, 2018, and ending September 30, 2019, the total sum of One Hundred, Fifty Thousand Dollars and No/100 (\$150,000.00) to be administered and disbursed by the Agency solely for the purposes set forth herein (hereinafter "Funds").

3. **PAYMENTS.** Under the terms and conditions of this Agreement, the City agrees to contribute the Funds to the Agency in four (4) equal installments of \$37,500.00 on a quarterly basis, beginning on November 30, 2018, unless otherwise approved and authorized in writing by the Chief Administrative Officer and the Director of the Management, Budget and Accounting Department of the City. Payments 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 as set forth in Paragraph 8 of this Agreement;

(c) compliance with such other reporting and administrative requirements specifically set forth in Exhibit "B" of this Agreement; and

(d) continuing faithful performance of all of the provisions of this Agreement by the Agency.

4. **PERFORMANCE MEASURES; PROGRESS AND FINANCIAL REPORTS.** The City shall use the Performance Measures listed in Exhibit "C" to determine the effectiveness of the Services provided by the Agency. The Agency agrees to submit progress and financial reports on a quarterly basis in accordance with the schedule in Exhibit "B", which shall be consistent with the Services and Performance Measures, and shall detail the expenditure of the Funds. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Agency to receive contributions from the City. Completion of reporting requirements and submission of audited financial statements for the prior year are a prerequisite to receipt of funding under this Agreement.

5. **BOARD MEMBER.** The Agency shall provide at least one (1) voting membership on its board of directors for a City-appointed representative for the duration of this Agreement. The City representative shall be a member of City staff and shall enjoy the same rights and privileges with regard to discussion and voting on issues before the board as other general members of the Agency board.

6. **NONPROFIT STATUS.** The Agency shall maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the Agency 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 discontinue distribution of Funds to the Agency.

7. **NONDISCRIMINATION.** The Agency agrees to provide the Services 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. The Agency agrees that compliance with this provision constitutes a condition to continued receipt of Funds.

The Agency agrees that all contractors, subcontractors, or others with whom it arranges to provide services to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of this provision. Upon receipt of evidence of such discrimination, the City reserves the right to immediately terminate this Agreement.

8. **ACCOUNTING AND AUDIT.** The Agency 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 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 the Agency as a result of a City audit shall be the sole responsibility of and shall be borne by the Agency. In addition, should the Agency provide any or all of the Funds to sub-recipients, then and in that event the Agency 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 the Agency.

9. **MONITORING.** The Agency shall permit the City to monitor the Services and the Agency's records and facilities, and/or interview the Agency's clients or employees in order to ensure compliance with the terms of this Agreement. The Agency shall, to assist monitoring of its program, provide to the City or the City's designee access to all client records and such other information as the City may deem necessary.

10. **TERM.** Unless earlier terminated, this Agreement shall remain in effect for the period commencing October 1, 2018 and terminating September 30, 2019.

11. **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.

12. **INDEMNIFICATION.** The Agency agrees to indemnify and hold 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 the Agency, the Agency's performance of the Services or because due to the mere existence of this Agreement itself.

13. **DEFAULT.** The following shall constitute an Event of Default under this Agreement:

- (a) Agency's failure to provide the Services in accordance with the terms and conditions of this Agreement;
- (b) Agency makes a material representation in any certification or communication submitted by the Agency to the City in an effort to induce the contribution 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) Agency'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 discontinue 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.

14. **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.

15. **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.

16. **NONASSIGNABILITY.** The Agency 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.

17. **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 the Agency as the agent or representative of the City for any purpose or in any manner whatsoever.

18. **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. The Agency agrees to notify the City of an occurrence of any incident or action filed against the

agency, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

19. **CORPORATE TABLES.** The Agency agrees that, if it holds any fundraising 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 contribution provided to the Agency under this Agreement.

20. **INSURANCE.** The Agency shall have in force the following insurance coverage, 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 -- The Agency 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 -- The Agency 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 -- The Agency shall provide Workers' Compensation coverage for all employees 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 -- The Agency shall provide not less than \$10,000 coverage limit. The City of Orlando shall be named as an additional insured.

21. **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.

22. **COMMUNITY VENUES SUPPORT.** The Community Venues development and construction projects that the City of Orlando has undertaken, presents the opportunity to make a significant and long-term positive impact in the minority community at large. To accomplish this vision the City created five goals in its "Blueprint." The first and perhaps the most important goal, is to "assist the development and support of local, small and historically disadvantaged businesses as an important aspect of the continuing growth and development of the community."

To support this goal and as part of the core mission, the Agency is required to provide tailored technical assistance and business development/support services to local MWBE businesses that are competing as a short list candidate or have been awarded a Community Venue (CV) contract. These services should be consistent with the Agency's core competency and should be provided without additional fees charged to the client. Businesses preparing for (CV) work or have been awarded (CV) work shall receive priority consideration by the Agency for technical support and services. The Agency is required to provide information within the quarterly reports that are submitted to the City detailing the technical assistance that has been provided to MWBE businesses.

It is the intent of the City that all future financial support will be predicated on supporting the goals of the Blueprint. Funding will be dependent on how well these services are provided and our ability to receive reports outlining the Agency's success at achieving benchmarks.

23. **MEBA SUPPORT.** The Agency shall give priority consideration for technical support and services to businesses that receive funding under the City's Minority/Women Entrepreneur Business Assistance (MEBA) Program. The Agency shall document the MEBA businesses it provides technical assistance to as part of its reporting requirement set forth in Paragraph 4 of this Agreement.

24. **MEBA ADVISORY BOARD.** The Agency shall designate one representative to serve and participate as a voting member on the City's MEBA Advisory Board for the duration of this Agreement. Once a representative is chosen, the Agency cannot substitute one representative for another without first obtaining approval from the City. The Agency's Board representative must attend any and all scheduled Board meetings and workshops.

25. **ADDITIONAL SERVICES.** The Agency shall allocate \$50,000 of the Funds provided herein to provide additional services to businesses located within the City of Orlando limits.

26. **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)

Agency: Augusto Sanabria, President/CEO
Hispanic Business Initiative Fund of Florida, Inc.
d/b/a Prospera

3201 East Colonial Drive, Ste. A-20
Orlando, Florida 32803

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.
_____, 2018.

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 _____, 2018.

NOTARY PUBLIC
Print Name: _____
My Commission Expires:

**HISPANIC BUSINESS INITIATIVE FUND OF
FLORIDA, INC. d/b/a PROSPERA**

By: _____
(Board President)
Federal I.D. No. _____

ATTEST:

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, _____, well known to me and by me to be the _____ of _____, and acknowledged before me that they executed the foregoing instrument on behalf of Hispanic Business Initiative Fund of Florida, Inc., 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 _____, 2018.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

EXHIBIT "A"



REQUEST FOR FUNDING FROM CITY OF ORLANDO FY 2018/2019

AMOUNT REQUESTED: \$150,000

SERVICE OBJECTIVES (WHAT WILL BE ACCOMPLISHED)

Prospera (formerly the Hispanic Business Initiative Fund of Florida, Inc.) is an economic development, nonprofit organization specialized since 1991, in providing bilingual assistance to Hispanic entrepreneurs who want to establish or expand their business in Florida. With the support of the City of Orlando, Prospera provides Hispanic businesses, located in the City of Orlando, bilingual one-on-one quality technical assistance to help overcome cultural and language and invests expertise and resources in Hispanic-owned businesses. Through training, consulting and access to funding, this organization has helped thousands of entrepreneurs start and grow their business sustainably.

ACTIVITY #1.1

Goal - Continue providing quality bilingual business technical assistance to Hispanic-owned and operated businesses in the City of Orlando.

Objective - Prospera is located at the National Entrepreneur Center, 3201 East Colonial Drive, Suite A20, Orlando, FL 32803 and serves as one of its services providers. Staff is available to serve the community by providing bilingual business technical assistance between business office hours which are Monday through Friday 8:00 a.m. to 5:00 p.m. Prospera services and programs are focused in the areas of: business seminars, consulting, grants, and access to capital. Funded by corporate and government contributions, as well as funds raised through special events and contracts, Prospera is able to offer all of its services at no charge to clients.

ACTIVITY #1.2

Goal - Sub-contract qualified professional services. These services are available to eligible Hispanic-owned and operated businesses and are free of charge. A minimum of 80 professional/technical assistance hours are provided to the Hispanic-owned business within the limits of the City of Orlando.

Objective - Once Prospera staff identifies the entrepreneurs' needs, the client is referred

to the Prospera network of professional providers who then assist the entrepreneur with any of the following customized technical assistance/business grants (note the Prospera grants program was reviewed and updated based on the current Agency's state funding and the needs of the market):

- a) **Legal Structure Assessment** – There are two grants options offered under this category: for start-up businesses; Prospera's legal assessment providers assist the client to determine the best legal structure for the business and file the appropriate documentation and articles of incorporation/organization in the State of Florida. For clients who already have the legal structure of their business established but need advice and assistance in developing basic legal documents necessary to operate their companies.
- b) **Accounting Assessment** – After a business has been properly incorporated, the provider assists the client with basic federal, state and local tax information and required forms to be filed depending on the business legal structure determined in collaboration with an attorney. This grant also educates the client on how to maintain good records by establishing recordkeeping systems.
- c) **QuickBooks® Dedicated Consulting** – Before receiving this grant, the client must attend a Prospera QuickBooks® Set-up Training class and is responsible for purchasing, installing, and doing the basic set-up of QuickBooks®, including the set-up of the basic chart of accounts, prior to this consulting session. This grant provides the foundation to effectively implement QuickBooks® in order to have a controlled bookkeeping system tailored to the operations of the client.
- d) **Branding Kit** - This technical assistance grant helps start-up businesses with basic corporate identity tools to help generate sales. The client receives a company logo, analysis of the business name (the effectiveness of the business name will be assessed and recommendations on company name will be made), business card design template, design & content with ready-to-print artwork for one of the following: presentation letter, flyer or brochure. This grant also includes set-up, basic design, and suggested posting plan for one (1) social media platform to increase online brand exposure.
- e) **Business Plan Development** – There are two (2) options offered under this grant:
 - Business Plan for Operations* - This business plan shall define the business, identify goals, and serve as the firm's roadmap for operational purposes. It shall help the business owner allocate resources properly to get organized, stay on track and prepare for the next 12 months.
 - Business Plan to Access Capital* - This plan shall define the business, determine its financial strength, trends, and stability, and serve as the firm's résumé for financing purposes. It shall help the

business owner determine the short-term financing needs and the business cash flow and repayment capacity.

- f) Marketing and Sales Plan Development* – The marketing and sales plan contains information about the company and its product or services, marketing objectives and strategies, as well as how the company will measure the success of its marketing activities and the costs associated with the planned marketing initiatives. The plan describes all the marketing and sales activities the business will perform during a specified time period.

ACTIVITY #1.3

Loan Facilitation – Prospera has a structured business model to help Hispanic entrepreneurs analyze their financing needs, identify feasible options to fulfill those needs, and obtain business loans from both conventional banking and micro-lending organizations. Prospera assists clients in properly completing applications, developing tailored business plans, and creating business concept presentations to effectively highlight their business' strengths and potential. Prospera works with partner institutions specialized in providing loans to small-businesses and facilitates introductions between these partners and minority business owners.

Goal – Market a minimum of two City of Orlando loan requests to the financial community.

Objective – For start-up businesses and clients seeking less than \$100,000 in financing, Prospera has partnered with ACCION USA, the largest nonprofit micro-lending program in Florida. For clients seeking more than \$100,000 in financing, Prospera assists the client in developing a business plan and a loan proposal to be later presented and discussed with at least three local banks.

ACTIVITY #1.4

Goal – Provide entrepreneurial training for Hispanic owned businesses by presenting business seminars, workshops, and biweekly orientations on "Successful Strategies for New Businesses". 30 business seminars, workshops and orientations will be offered at the National Entrepreneur Center or at a venue located within the Semoran Blvd. Corridor.

Objective – Seminar and workshop topics include: legal, marketing, import/export, business plan development, accounting, franchising opportunities, how to start a new business, among others. These seminars/workshops are open to the public and are facilitated in Spanish by local industry experts.

ACTIVITY #1.5

Goal – Provide bilingual technical assistance to a minimum of 55 Hispanic owned businesses within the City limits. Prospera staff will be accessible to Semoran Boulevard

Corridor businesses and provide a minimum of 30 hours of technical assistance in the area.

Objective: Prospera staff will conduct an initial needs assessment to determine the clients' strengths, weaknesses, opportunities and challenges; and provide advice on business strategies and determine if client needs one of the contracted professional services offered by Prospera.

ACTIVITY #1.6

Goal: Create or retain a minimum of 15 new jobs within the City limits.

Objective: Enhance the opportunity to create jobs within the City of Orlando and support economic development.

EVALUATION AND RECORD KEEPING

- a) The Prospera office will submit quarterly reports as requested by the City of Orlando.
- b) Prospera will maintain a log of all interviews and services provided during the service period.
- c) A case file will be maintained for all clients requesting business technical assistance. Prospera referral and contracts will be logged. Contractual agreements will be executed for specific services to be provided. All contracts will have performance criteria to be provided to Prospera.
- d) A case file will be maintained for all clients requesting a loan. Copies of all loan requests will be filed. A minimum of two (2) loan requests will be marketed. It is expected that some of the marketed requests will be eventually funded.
- e) A list of all participants in the seminars will be created and filed.

EXHIBIT "B"

Quarterly Performance reports on the items specified in Exhibit "A" are due in the City of Orlando Economic Development as indicated:

<u>Reporting Period</u>	<u>Due Date</u>
First Quarter (10/1/2018-12/31/2018)	1/15/2019
Second Quarter (1/1/2019-3/31/2019)	4/15/2019
Third Quarter (4/1/2019-6/30/2019)	7/15/2019
Fourth Quarter (7/1/2019-9/30/2019)	10/15/2019

Quarterly Reports should include information on services provided with City of Orlando funding.

Email the quarterly progress reports to: sherry.gutch@cityforlando.net and kim.king-maysonet@cityoforlando.net or Fax to: (407) 246-2848.

EXHIBIT “C”

Hispanic Business Initiative Fund City of Orlando Funding Agreement Performance Measures – 2018/2019

1. Provide a minimum of 80 professional work hours to Hispanic owned businesses within the City of Orlando limits.
2. Present a minimum of 2 City of Orlando business loan requests to financial institutions
3. Offer 30 business seminars, workshops and/or orientations at the National Entrepreneur Center.
4. Provide technical assistance to a minimum of 55 Hispanic owned businesses within City limits (include list of businesses).
5. Provide a minimum of 30 hours of technical assistance to businesses in the Semoran Blvd. corridor.
6. Create or retain a minimum of 15 new jobs within City of Orlando limits.