



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 *RSA*

SUBJECT: **October 10, 2023 – Consent Agenda Item**
Rollins College Crummer Center for Advance
Entrepreneurship Grant Agreement

Funding in the amount of \$97,850 was provided in the FY 2023-24 adopted budget for the Rollins College Crummer Center for Advance Entrepreneurship 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 Rollins College Crummer Center for Advance Entrepreneurship FY 2024 Grant Agreement authorizing the disbursement of \$97,850 as provided in the FY 2023-24 adopted budget.**

**ORANGE COUNTY, FLORIDA
AND
ROLLINS COLLEGE CRUMMER CENTER FOR ADVANCED
ENTREPRENEURSHIP**

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 "Rollins College Crummer Center for Advanced Entrepreneurship's" hereinafter referred to as "CFAE".

WITNESSETH:

WHEREAS, CFAE has applied to the County for a donation of funds for the operations of Rollins College's entrepreneurial and economic development programs; and

WHEREAS, the County 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 CFAE for such purposes; and

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

WHEREAS, CFAE 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 ninety seven thousand and eight hundred and fifty dollars (\$97,850) to be administered and disbursed by CFAE 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 CFAE's request and for good cause shown, the Economic Development Administrator may, at his or her sole

discretion, grant CFAE 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 \$97,850 to CFAE shall be made in four (4) installments of twenty four thousand and four hundred and sixty two dollars and fifty cents (\$24,462.50) 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 CFAE 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, CFAE 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. CFAE's Obligation.

2.1 Representation of CFAE. CFAE 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 Development and Business Development.

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

2.5 Non-Profit Status. CFAE agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If CFAE 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, CFAE, 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 CFAE books and accounts at any time during normal working hours, provided that reasonable notice is given to CFAE prior to any such inspection. Any costs incurred by CFAE as a result of a County audit shall be the sole responsibility of and shall be borne by CFAE. In addition, should CFAE provide any or all of the County's funds to sub-recipients, then, and in that event, CFAE 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, CFAE 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. CFAE 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. CFAE 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 of 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, 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: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: 17 October 2023

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

By: *Jennifer Ann Klimetz*
Deputy Clerk

Date: OCT 10 2023

Rollins College

By: *Ed Kania*
Ed Kania, Vice President for Business and Finance and Treasurer

Date: 9/5/23

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$97,850 for FY23-24 will be used to support Rollins College's Crummer Center for Advanced Entrepreneurship's (CFAE) operations, which consist of highly skilled staff in technical assistance provision and small business C-level management coaching.

CFAE is expected to deliver the following major initiatives by September 30, 2024:

- Recruit and host: 1) at least 20 women entrepreneur participants through the ATHENA Powerlink and CEO Roundtables for Women Business Owners; and 2) at least 50 participants through the CEO Roundtables, CEO Forums and Entrepreneurial Growth Series
- 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, as well as Central Florida STEM Mentor Online Database and Technology Matchmaking Online Tool (training will be provided in monthly group grantee calls for how to access and use these resources)
- Partner with Orange County and other external organizations on promotion of, or connectivity to other programs within the local entrepreneur-supporting ecosystem
- Elevate the awareness and impact of the Rollins Venture Plan Competition as at least the premiere *regional* competition for entrepreneurs (akin to the Rice Business Plan Competition)

Crummer Venture Plan Competition (VPC) - Launched in 2012, the annual Rollins VPC provides Central Florida entrepreneurs with the opportunity to take a business model and introduce it to the marketplace and compete for a cash awards, equity investment opportunities, and a suite of free consulting services prize package. Since the competition's inception, 27 of 34 finalist companies are successfully operating today and have created more than 374 jobs and raised more than \$36 million in additional capital.

Past high-profile winners include Stax (formerly Fattmerchant), FlexEngage, EASE, Kismet, AireHealth, Details Flowers, Statusphere, and Mindstamp. Each of these companies has had a significant impact on the Central Florida community. The Rollins Venture Plan Competition is a platform for them to win startup capital, gain investment and recognition, and access key resources to sustain their growth.

The Crummer Venture Plan is a months long event that culminates in the three local, high growth companies pitching to investors during the final round of the competition. Both cash awards and in-kind services are awarded.

Participating in the Crummer Venture Plan competition offers several benefits:

- **Feedback and Validation:** By participating in a venture plan competition, each company receives valuable feedback from experienced judges and industry experts. This feedback helps companies refine the business idea, identify areas for improvement, and validate the market potential of their venture.

- **Learning Opportunity:** The Crummer Venture Plan Competition provides educational resources, seminars/webinars, and mentorship opportunities. These help sharpen business skills, learn more about entrepreneurship, and gain insights into various aspects of starting and running a venture.
- **Networking:** The Crummer Venture Plan Competition brings together entrepreneurs, students, investors, mentors, and industry professionals, providing ample networking opportunities. Connecting with like-minded individuals, mentors, potential investors, and potential partners can help companies expand professional networks and open doors to new opportunities.
- **Access to Funding:** The Crummer Venture Plan Competition offers prize money and investment opportunities for winners. Winning or performing well in this competition often attracts attention from potential investors.
- **Exposure and Visibility:** The Crummer Venture plan competition provides a platform to showcase local startups to a wider audience, including investors, media, and potential customers. This exposure helps create awareness, build credibility, and attract customers or partners.
- **Building Confidence:** Participating in the Crummer Venture Plan Competition can boost confidence as an entrepreneur. Pitching, receiving constructive feedback, and even overcoming challenges or critique helps develop resilience and belief in a venture and the entrepreneur(s).
- **Testing and Refining an Idea:** Presenting a venture to a panel of judges and engaging in discussions helps identify and address potential weaknesses or gaps in a business model. This iterative process can help refine an idea, improve a pitch, and increase chances of success.

Overall, participating in the Crummer Venture Plan Competition offers a range of benefits that helps entrepreneurs and their startups grow and increase the likelihood of success. The feedback provided to startups extends well beyond the competition.

The Crummer Venture Plan of is currently scheduled for late March 2024.

The outcome is to give applicants a real-world experience of what it means to build and validate business models, receive mentoring and feedback on a business model, and pitch for cash prizes, investment opportunities, and in-kind services.

The Crummer staff is responsible for the end-to-end delivery of these services including venue, food, marketing, content, judges, speakers, facilitators, mentors and overall experience.

Crummer will work closely with community business leaders and organizations to ensure engagement of between 50 to 80 companies per event.

Seminars: Crummer will deliver between two (2) single-evening events that will serve to help Venture Plan participants best prepare for the competition. The seminars include pitching and raising venture capital. Crummer is responsible for the end-to-tend delivery of these events including venue, food, marketing, content, and speakers.

Crummer will reach out to the business community and organizations to ensure engagement of between 30-50 attendees per event.

Community-focused venture scale-up workshop: Crummer will deliver one multi-day event (2-3 hours each day) that is a guided, mentor mediated, workshop for startup founders, college students, and subject matter experts to help startups begin to scale.

Crummer is responsible for the end to end deliver of these events including venue, food, marketing, content, and speakers.

Crummer will reach out to the business community and organizations to ensure engagement of between 7-12 attendees per event.

Particular tasks agreed to be completed during the FY23-24 budget year for the Rollins Venture Plan Competition program include:

- Recruitment and screening of applicants
- Overseeing the selection process of applicants
- Additional follow-up, connectivity to other support programs in ecosystem, and/or provision of services to applicants that were not selected
- Provide marketing for event
- Investigate new partnerships and/or federal/non-profit funding mechanisms to supplement funding partners investments in prize monies/offerings
- Raise additional competition prize funding and/or in-kind services for participants
- Provide impact reports to County as outlined in Appendix B

Particular tasks agreed to be completed during the FY23-24 budget year for the ATHENA Powerlink and CEO Roundtables for Women Business Owners programs include:

- Recruitment and screening of applicants
- Overseeing the selection process of program applicants
- Provide coaching, mentorship, and educational programming
- Provide marketing and networking events
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B

Particular tasks agreed to be completed during the FY23-24 budget year for the CEO Roundtables, CEO Forums and Crummer Entrepreneurial Growth Series programs include:

- Recruitment and screening of applicants
- Overseeing the selection process of program applicants across all programs
- Provide mentorship and educational programming
- Provide peer to peer networking events
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B

CFAE's Proposed Budget – Total: \$97,850

FY 23-24 Budget Categories	Budget	Uses of Funds
Rollins Venture Plan Competition	\$51,500	Broaden marketing (i.e., targeted ads, social media, greater awareness campaigns), increase mentoring opportunities, tracking companies, administration and program coordination (part-time), awards
Crummer Entrepreneurial Growth Series	\$7,725	Develop program for broader distribution (e.g., live stream), marketing via an awareness campaign, administration and program coordination (part-time), speaker stipends, and food costs
ATHENAPowerlink	\$10,300	Mentoring. Marketing via an awareness campaign, administration and program coordination (part-time), event support
CEO Roundtables for Women Business Owners	\$10,300	Mentoring. Marketing, administration and program coordination (part-time), event support
CEO Roundtables	\$10,300	Mentoring. Marketing, administration and program coordination (part-time), event support
CEO Forums	\$7,725	Administration and program coordination (part-time), event support, post-event support (i.e., community speaker engagement)
Total	\$97,850	

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, CFAE 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 each program offering especially topics of educational offerings, number of unique participants in any program, and total number of participants in each offering
- 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, demographic information including gender and race/ethnicity, whether they are participating in another CFAE program, 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, 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 program
- Cumulative listing of every participant across all the 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 CFAE 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 Small Business Administration certifications were obtained as a result of the programs and which ones were obtained; and 6) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.

- Any notable anecdotes of how peer-to-peer interactivity of CEO Forum/Roundtables have assisted participants in the further growth of their business

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, CFAE 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 Crummer Center for Advanced Entrepreneurship:

Crummer Center for Advanced Entrepreneurship
ATTN: Dr. Pete McAlindon, Entrepreneur in Residence
and Executive Director of the Center for Advanced Entrepreneurship
1000 Holt Ave. 2722
Winter Park, FL 32789-4499
Phone: (321) 277-4272
Email: pmcalindon@rollins.edu