



Interoffice Memorandum

February 21, 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

A handwritten signature in black ink, appearing to be "RHA", written over the text of the "FROM" field.

SUBJECT: **March 21, 2023 – Consent Agenda Item**
Rollins College Crummer Center for Advanced Entrepreneurship

Funding in the amount of \$95,000 was provided in the FY 2022-23 adopted budget for Rollins College Crummer Center for Advanced Entrepreneurship to provide technical assistance provision and small business C-level management coaching.

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 Advanced Entrepreneurship, FY 2023 Grant Agreement authorizing the disbursement of \$95,000 as provided in the FY 2022-23 adopted budget.

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

FY 2023 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October 2022, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and "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, 2022 and ending September 30, 2023, the total sum of ninety-five thousand dollars (\$95,000) 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, 2023 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 \$95,000 to CFAE shall be made in four (4) installments of twenty three thousand and seven hundred fifty dollars (\$23,750) 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, 2022 and shall continue until September 30, 2023. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 4. Miscellaneous.

4.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

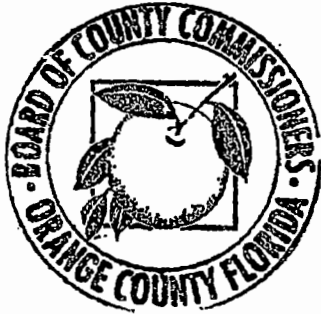
4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any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

4.3 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

4.5 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bruno B. B. B.*

for Jerry L. Demings
Orange County Mayor

Date: March 21, 2023

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

By: *Jennifer J. Kline*
Deputy Clerk

Date: March 21, 2023

Rollins College

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

Date: *2/17/2023*

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$95,000 for FY22-23 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:

- Recruit and host: 1) at least 20 unique 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)

Particular tasks agreed to be completed during the FY22-23 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 FY22-23 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: \$95,000

| FY 22 -23 Budget Categories | Budget | Uses of Funds |
|---|-----------------|---|
| Rollins Venture Plan Competition | \$50,000 | 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 | \$7,500 | 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 |
| ATHENA Powerlink | \$10,000 | Mentoring. Marketing via an awareness campaign, administration and program coordination (part-time), event support |
| CEO Roundtables for Women Business Owners | \$10,000 | Mentoring. Marketing, administration and program coordination (part-time), event support |
| CEO Roundtables | \$10,000 | Mentoring. Marketing, administration and program coordination (part-time), event support |
| CEO Forums | \$7,500 | Administration and program coordination (part-time), event support, post-event support (i.e., community speaker engagement) |
| Total | \$95,000 | |

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.

| Quarter | Reports Due (no later than) | Payment Due to CFAE |
|---------------------------|--------------------------------|--|
| First (1 st) | January 31 | Within 30 days of receipt of first quarter report |
| Second (2 nd) | April 30 | Within 30 days of receipt of second quarter report |
| Third (3 rd) | July 31 | Within 30 days of receipt of third quarter report |

Within each quarterly report, the following information needs to be included as it pertains to the 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