



**Interoffice Memorandum**

October 11, 2021

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

FROM: Eric Ushkowitz, Economic Development Administrator  
Office of Economic, Trade & Tourism Development

A handwritten signature in black ink, appearing to read "Eric Ushkowitz", written over the printed name in the "FROM" field.

SUBJECT: **October 26, 2021** – Consent Agenda Item  
Grant Agreements for FY 2022 between Orange County, Florida  
and various Economic Stimulus organizations

On February 23, 2021, the Board approved funding allocations for FY20-21 for multiple programs aimed at implementing economic strategies designed to help create and grow entrepreneurial activity and small business growth. These programs support the diversification of our local economy ensuring that there is equitable business assistance and support across our community.

The entities for proposed funding include: 1) University of Central Florida Research Foundation, Inc. to develop and manage an industry cluster initiative through the Corridor; 2) University of Central Florida Research Foundation, Inc. to launch Venture Lab, an educational and training program for early stage technology companies; 3) University of Central Florida Research Foundation, Inc. for the National Entrepreneur Center to be a hub for entrepreneurial assistance and expand place-based programming; 4) Black Orlando Tech to build programming for minority business owners with professional and creative services industry backgrounds to assist underrepresented entrepreneurs; 5) CFF I, LLC to support programming for social enterprises and provide technical assistance to this unique sector through RALLY a social enterprise accelerator; 6) Rollins College Crummer Center for Advanced Entrepreneurship for support of their Athena Powerlink program designed to support women entrepreneurs and the Rollins Venture Plan competition; 7) Starter Studio to provide virtual services and support to early stage businesses; and 8) Veteran Entrepreneurship Initiative, Inc. to build technical assistance programs for veteran small businesses and entrepreneurs.

The purpose of this recommendation is for the continuation of work that these organizations will provide to our local entrepreneurial and small business community for FY2021-22.

**ACTION REQUESTED:**

Approval and execution of Orange County, Florida FY 2022 Grant Agreements for the period of October 1, 2021 through September 30, 2022 by and between 1) University of Central Florida Research Foundation, Inc. in the amount of \$550,000; 2) University of Central Florida Research Foundation, Inc. in the amount of \$200,000; 3) University of Central Florida Research Foundation, Inc. in the amount of \$227,336; 4) Black Orlando Tech in the amount of \$202,337; 5) CFF I, LLC in the amount of \$100,000; 6) Rollins College Crummer Center for Advanced Entrepreneurship in the amount of \$45,000; 7) Starter Studio in the amount of \$150,000; and 8) Veteran Entrepreneurship Initiative, Inc. in the amount of \$157,527, for a total amount of \$1,632,200.

EU/mf

**ORANGE COUNTY, FLORIDA  
AND  
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.  
FY 2022 GRANT AGREEMENT**

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THIS AGREEMENT ("Agreement"), made and entered into this 1<sup>st</sup> day of October 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC., hereinafter referred to as "UCFRF", a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees ("UCF")

**WITNESSETH:**

WHEREAS, the UCFRF has applied to the County for a donation of funds for the operations of the UCFRF; and

WHEREAS, the County has determined that there is a public benefit to an initiative focusing on industry cluster development which would be conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to the UCFRF for such purposes; and

WHEREAS, the County has determined that there is a public benefit to the development and roll-out of resources and services conducive to the industry diversification goals of Orange County and, to that end, the County has appropriated funds to be donated to the UCFRF for such purposes; and

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

WHEREAS, the County understands that UCFRF does not have employees, and that all personnel performing under this Agreement are employees or agents of UCF; and

WHEREAS, the UCF has available or will hire the necessary qualified and trained personnel, and UCFRF has available the facilities, materials and supplies to perform its obligations as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. County's Obligation.**

**1.1** The County has appropriated for the period commencing October 1, 2021 and ending September 30, 2022, the total sum of Five Hundred and Fifty Thousand and 00/100 Dollars (\$550,000.00) ("County Contribution") to be administered and disbursed by the UCFRF solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2022 for the designated purpose set forth in Exhibit "A", shall be returned to the County. Upon receipt of a written request from the UCFRF, the County Administrator, or designee, may grant an extension for the UCFRF to spend or encumber the County Contribution. The County Contribution shall be made in four (4) equal installments of One Hundred and Thirty-Seven Thousand Five Hundred and no/100 Dollars (\$137,500.00) on the following dates and contingent upon the County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) performance and financial reports of the UCFRF's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 30 days after the end of the quarters ending December 31; March 31; and June 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first 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 following report. The first report is due no later than January 31; the second report is due by no later than April 30; and, the third 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.

**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.

**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. UCFRF's Obligation.**

**2.1 Representation of UCFRF.** The UCFRF represents that it will use its best efforts to develop and promote small technology-focused businesses and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

**2.2 Intentionally Omitted.**

**2.3 Unlawful Discrimination.** The UCFRF, 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.** The UCFRF 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. The UCFRF 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 the UCFRF to receive future contributions from the County for this effort.

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

### **Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2021 and shall continue until September 30, 2022, unless extended by written modification to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

### **Section 4. 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 Independent Contractor.** In the performance of all services under this Agreement, each Party shall be deemed to be, and shall be, an independent contractor. This Agreement shall not be deemed to create any other form of employment relationship or business organization between the Parties. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.

**4.3 No Assignment.** Neither Party may assign or transfer its rights and remedies nor transfer its obligations under this Agreement, in whole or in part, without prior written consent of the other Party. This Agreement is binding upon the Parties and their permitted successors and assigns.

**4.4 Assumption of Risk.** Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. The County and UCFRF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

UCFRF and UCF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The Parties acknowledge and agree that UCFRF is a direct support organization acting on behalf of and as an instrumentality of UCF and that the cap on the amount and liability of UCFRF and UCF for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort in Florida Statute 768.28. Further, UCFRF's total liability is limited to the lesser of (i) the liability cap set forth in Florida Statute 768.28 and (ii) the policy limits of UCFRF's insurance coverage.

**4.4 Limitation of Damages.** In no event will either Party be responsible for any, indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

**4.5 No Warranty.** UCFRF AND UCF MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH, INTELLECTUAL PROPERTY, AND/OR PROPRIETARY MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT COUNTY'S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UCFRF AND UCF MAKE NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF COUNTY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

**4.6 Force Majeure.** No default, delay, or failure to perform on the part of either Party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemics; war; embargoes; fire; earthquake; acts of God; or default of a common carrier. In the event of such default, delay, or failure to perform, any date or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

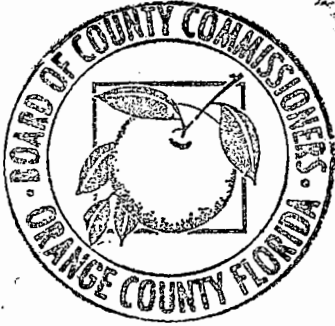
**4.7 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of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

**4.8 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.

**4.9 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.

**4.10 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: 26 October 2021

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

By: *Phil Diamond*  
Deputy Clerk

Date: OCT 26 2021

**UNIVERSITY OF CENTRAL FLORIDA RESEARCH  
FOUNDATION, INC.**

By: *Terri Bigham*  
Terri Bigham, Associate Director

Date: Oct 7, 2021



## **EXHIBIT A**

### **ACTIVITY FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of \$550,000 for FY21-22 will be used to continue an industry diversification initiative for the Central Florida region. The funding will be used to support staffing and retain consultants, which consists of highly skilled, experienced program and marketing managers in high-tech economic development.

The Corridor is expected to launch and maintain the following major initiatives by September 30, 2022:

- Manage all existing members, while continuing to onboard new members, in existing clusters launched during Phase I (Learning Sciences & Human Performance; Life Sciences; Gaming/Entertainment/eSports; Energy and Environmental Sciences). Cluster Members from Orange County must be prioritized in engagement activities, but additional stakeholders may be located in Brevard, Flagler, Lake, Osceola, Seminole and Volusia Counties.
- Maintain database structure created in Phase I and continue updating to include new capabilities, assets, facilities and accolades of cluster members and regional stakeholders.
- Continue to execute services across clusters based on the foundation established in Phase I (including but not limited to services such as: guidance on accessing existing regional assets and services, identification of national and international innovation opportunities, tailored business support, assistance with public funding opportunities, and promotion of cluster members and regional successes through cluster marketing and PR channels).
- Work with Orange County staff to define and establish up to two new clusters, including cataloging existing cluster members that operate within any new clusters.
- Execute on the marketing, branding and public relations campaign established during Phase I of the initiative to reach regional, national, and international audiences.
- Maintain and expand, as needed, marketing and public relations assets (website, newsletter, branding materials, etc.) previously developed to promote cluster, county and regional success stories.
- Execute on necessary activities identified in the strategic plan completed in Phase I (including but not limited to delivery of services to cluster members, identification of strategic initiatives intended to maintain and grow the clusters and pursuit of external funding opportunities).
- Adjust the strategic plan for Phase III to include recommendations and lessons learned related to services, marketing, additional clusters and stakeholder engagement.

The Corridor staff and consultants are expected to work with County staff as well as other external partners identified by the County to plan out the public relations/marketing efforts of these FY21-22 efforts for a third year of funding. Additionally, The Corridor can expect County staff to be present at stakeholder engagement meetings and to provide communications and/or contacts to external partners who are perceived stakeholders of the various industry clusters.

The Corridor's Proposed Budget -- Total: \$550,000.00

FY 21 -22 Budget Categories	Amount	Notes on Types of Expenses for the Category
Consultants	\$354,169	Cluster Management Consultant; Cluster Program Manager; and Cluster Managers
Equipment, Software & Supplies	\$6,262	Software subscriptions
Marketing	\$75,000	Website development; collateral lay-out
Staffing	\$44,570	Corridor Staff Supporting Program
Other Direct Costs	\$20,000	Roundtables; Event Sponsorship to support cluster-specific events; Webinars; Travel
Indirect Costs	\$49,999	Indirect Rate: 10%

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, The Corridor 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, 2022.

<b>Quarter</b>	<b>Reports Due (no later than)</b>	<b>Payment Due to The Corridor</b>
First (1 <sup>st</sup> )	January 31	Within 30 days of receipt of first quarter report
Second (2 <sup>nd</sup> )	April 30	Within 30 days of receipt of second quarter report
Third (3 <sup>rd</sup> )	July 31	Within 30 days of receipt of third quarter report
Final Report	September 1	N/A

Within each quarterly report, the following information needs to be included as it pertains to the deliverables outlined above:

- Brief summary of the progress in the development of all existing and any new industry clusters
- Updated listing of cluster members identified as participants in each cluster
- Screenshots or copies of any relevant website, promotional materials or other marketing and public relations updates
- Proof of Orange County logo on initiative web page and other sponsorship benefits/placement (i.e. soft copies of collateral and/or screenshots/photos)
- Specific Key Performance Indicators to track include:
  - Total number of clusters launched and maintained
  - Total number of cluster members in each cluster
  - Total number of cluster members overall
  - Percent of cluster members with a positive experience from receiving services
  - Total number of opportunities identified for cluster members (includes regional, national and international opportunities)
  - Total number of regional assets promoted to cluster members
  - Success stories of cluster members, which may include but aren't limited to:
    - Pilot project opportunities
    - Revenue growth
    - Public or private funding obtained
    - Staff and workforce growth
  - Additional public or private funding opportunities identified for the cluster

initiative

- Reach of marketing and PR efforts (website analytics, newsletter analytics, etc.)

For the final report, the following is also needed:

- Summary of the Phase III strategic plan
- Specific action items and suggestions learned from Phase II that can be implemented to facilitate continued growth in Phase III

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: Eric Ushkowitz, Economic Development Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802  
Phone: (407) 836-7370  
Fax: (407) 836-7399

Reports and Communications to The Corridor:

Florida High Tech Corridor Council  
ATTN: Paul Sohl, CEO  
261 Spring Ln.  
Winter Park, Florida 32789  
Phone: (904) 316-3664

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**ORANGE COUNTY, FLORIDA  
AND  
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.  
FY 2022 GRANT AGREEMENT**

---

THIS AGREEMENT (“Agreement”), made and entered into this 1st day of October 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County” and UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC., hereinafter referred to as “UCFRF”, a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“UCF”)

**WITNESSETH:**

WHEREAS, the UCFRF has applied to the County for a donation of funds for the operations of the UCFRF; and

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to UCFRF to launch a program to provide education and training in entrepreneurship and business leadership for students, post-doctoral fellows, and researchers with the goal of accelerating formation and growth of startup companies based on UCF technologies (“The UCF Technology Startup Acceleration Program” or “Program”); and

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

WHEREAS, the County understands that UCFRF does not have employees, and that all personnel performing under this Agreement are employees or agents of UCF; and

WHEREAS, the UCF has available or will hire the necessary qualified and trained personnel, and UCFRF has available the facilities, materials and supplies to perform its obligations as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. County’s Obligation.**

**1.1** The County has appropriated for the period commencing October 1, 2021 and ending September 30, 2022, the total sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (“County Contribution”) to be administered and disbursed by the UCFRF solely for

the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2022 for the designated purpose set forth in Exhibit "A", shall be returned to the County. Upon receipt of a written request from the UCFRF, the County Administrator, or designee, may grant an extension for the UCFRF to spend or encumber the County Contribution. The County Contribution shall be made in four (4) equal installments of Fifty Thousand and no/100 Dollars (\$50,000.00) on the following dates and contingent upon the County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) performance and financial reports of the UCFRF's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 30 days after the end of the quarters ending December 31; March 31; and June 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first 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 report. The first report is due no later than January 31; the second report is due by no later than April 30; and, the final 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.

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## **Section 2. UCFRF's Obligation.**

**2.1 Representation of UCFRF.** The UCFRF represents that it will use its best efforts to develop and promote small technology-focused businesses and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

### **2.2 Intentionally Omitted.**

**2.3 Unlawful Discrimination.** The UCFRF, 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.** The UCFRF 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. The UCFRF 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 the UCFRF to receive future contributions from the County for this effort.

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### **Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2021 and shall continue until September 30, 2022, unless extended by written modification to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

### **Section 4. 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 Independent Contractor.** In the performance of all services under this Agreement, each Party shall be deemed to be, and shall be, an independent contractor. This Agreement shall not be deemed to create any other form of employment relationship or business

organization between the Parties. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.

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**4.4 Assumption of Risk.** Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. The County and UCFRF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

UCFRF and UCF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The Parties acknowledge and agree that UCFRF is a direct support organization acting on behalf of and as an instrumentality of UCF and that the cap on the amount and liability of UCFRF and UCF for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort in Florida Statute 768.28. Further, UCFRF's total liability is limited to the lesser of (i) the liability cap set forth in Florida Statute 768.28 and (ii) the policy limits of UCFRF's insurance coverage.

**4.5 Limitation of Damages.** In no event will either Party be responsible for any, indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

**4.6 No Warranty.** UCFRF AND UCF MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH, INTELLECTUAL PROPERTY, AND/OR PROPRIETARY MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT COUNTY'S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UCFRF AND UCF MAKE NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF COUNTY CHOOSES TO EXPLOIT RESEARCH



DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

**4.7 Force Majeure.** No default, delay, or failure to perform on the part of either Party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemics; war; embargoes; fire; earthquake; acts of God; or default of a common carrier. In the event of such default, delay, or failure to perform, any date or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

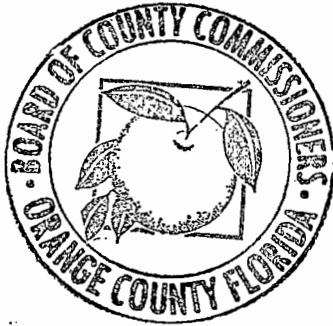
**4.8 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of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

**4.9 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.

**4.10 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.

**4.11 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*  
for Jerry L. Demings  
for Orange County Mayor

Date: 26 October 2021

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

By: *Neelva Py*  
for Deputy Clerk

Date: OCT 26 2021

**UNIVERSITY OF CENTRAL FLORIDA  
RESEARCH FOUNDATION, INC.**

By: *Terri Bigham*  
Terri Bigham, Assistant Director

Date: Oct 7, 2021

## **EXHIBIT A**

### **ACTIVITY FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of \$200,000 for FY21-22 will be used to support UCFRF's operations, which consist of highly skilled staff, to develop and provide the framework for a university spin-out model and the continuing development of education and mentorship in entrepreneurship for researchers. The goal of the program will be to accelerate formation and growth of regional deep technology startup companies, the majority based on UCF technologies.

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

- Execute a framework – named “Venture Launch” - that is adopted across the entire University for the formation of spin-out companies from researcher founders in three components, at least: 1) University processes or guidelines to support spin-out formation; 2) outreach strategies to cultivate a healthy pipeline of spin-out companies; and 3) program of services that supports the spin-out founders pre-incorporation to post-incorporation.
- 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, and the Central Florida STEM Online Mentor Database provided by The Corridor and the County (training will be provided in monthly group grantee calls for how to access and use the online resources).
- Work with Orange County staff to investigate and prioritize technology spin-out opportunities which the County may invest in or procure; as well as work with The Corridor on the local industry cluster strategy plans complimentary to the Program's outcomes.

Particular tasks agreed to be completed during the FY21-22 budget year include:

- Collaborate with UCF Business Incubation Program, various research-focused UCF Colleges, College of Business entrepreneur programs, College of Engineering and Computer Science entrepreneur programs (i.e. NSF I-Corps), Technology Transfer Office and other relevant Office of Research departments to create a seamless spin-out process for UCF researcher founders. Engage students from throughout the University to staff intern positions supporting spin-out founders pre-incorporation to post-incorporation in FY22 programming/etc. May also collaborate with organizations outside of UCF with relevant programming or services to help enhance this effort.
- Develop robust, replicable processes and procedures for a spin-out company formation plan and pipeline.
- Develop a manual and online resources (i.e. links to required forms or other compliance/legal guidance from non-UCF sources such as federal or state bodies, etc.) for new hires or any interested researchers to learn more about the spin-out formation system described above.
- Develop and commit to an outreach process throughout the University to recruit potential researcher founders. These efforts should result in identification of at least 20 participants for FY23 Venture Launch program efforts.
- Develop a framework for a technical assistance/educational programming initiative or accelerator program to launch in FY23 to complement the above spin-out formation system

- Develop at least 10 relationships and host discussions with local strategic partners, including Orange County and Corridor Industry Cluster members to ascertain commercialization and/or funding priorities of interest to the public and private sector.
- Continue FY 21 existing programming and/or one-on-one coaching as deemed appropriate.
- Provide staffing and space for the program.
- Provide impact reports to County as outlined in Exhibit B.

UCFRF's Proposed Budget – Total: \$200,000

<b>FY 21 -22 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Event Logistics (non-Supplies)	\$17,335	Facilitators; vendors; subscriptions
Equipment & Supplies	\$2,111	Equipment; materials and supplies
Marketing	\$10,000	Recruitment-related expenses
Travel	\$2,000	Travel to relevant conferences/programs
Staffing	\$150,372	Salary and fringe
Indirect Costs	\$18,182	Administrative cost

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, UCFRF 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.

<b>Quarter</b>	<b>Reports Due (no later than)</b>	<b>Payment Due to UCFRF</b>
First (1 <sup>st</sup> )	January 31	Within 30 days of receipt of first quarter report
Second (2 <sup>nd</sup> )	April 30	Within 30 days of receipt of second quarter report
Third (3 <sup>rd</sup> )	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 development of the framework for FY23 and future iterations of Venture Launch; any topics or challenges resolved and how the policies/procedures are emerging, etc.
- Updated listing of internal UCF Departments or Program staff in conversations over the above tasks – information can be in a table and should include name of Dept/Program representatives come from, topic of conversation, and any significant notes to affect Venture Launch's planning.
- Updated listing of any researchers talked with during outreach efforts, as well as potential founders for FY23's program pipeline- information provided can be in a table format and must be at least: name of individual, name of Lab/Institute and/or Department and College affiliation; anticipated industry/application for technology, brief explanation of what the technology is, whether there is intellectual property involved and if so, each patent pending/patent numbers, whether the participant is a faculty, student (if student, please include which year of study they are in) or other position and which Department/Lab they represent, and his/her demographic information including gender and race/ethnicity (if voluntary provided by participant). Also, please add any feedback from researchers on concerns of risks or other challenges they may share regarding hesitations around commercialization of their technologies.
- Updated listing of any external organizations met with to further the development of the Venture Launch – information provided can be in a table format and must include: name of individual, their job title; name of organization they are affiliated with; any opportunities for synergies between Venture Launch and their goals. If this is an organization considered as a strategic partner, please briefly share any technology and/or application areas of interest in tech commercialization needs or funding opportunities.

For the final report, the following is also needed:

- Cumulative listing of every list quarterly-delivered as described above with any new additions.
- A final document outlining the Venture Launch's intended framework for the FY23 program (it is expected for grantee to meet with County staff prior to this document being submitted for back and forth review/discussion).
- A copy of the final manual provided to UCF staff/administration for spin-out formation policies and procedures.
- A document or slide deck of outreach collateral to promote Venture Launch throughout UCF.
- Any evidence the grantee wishes to demonstrate progress on the above tasks of Appendix A.

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, UCFRF 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: Eric Ushkowitz, Economic Development Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802  
Phone: (407) 836-7370  
Fax: (407) 836-7399

**Reports and Communications to UCFRF:**

UCFRF  
ATTN: Svetlana Shtrom, VP for Technology Transfer  
12201 Research Parkway, Suite 200  
Orlando, FL 32826  
Phone: 407-823-5150  
FAX: 407-823-3299

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**ORANGE COUNTY, FLORIDA  
AND  
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.  
FY 2021-22 GRANT AGREEMENT**

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THIS AGREEMENT (“Agreement”), made and entered into this 1 day of October 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County” and UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC., hereinafter referred to as “UCFRF”, a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“UCF”), for the benefit of the National Entrepreneur Center (NEC).

**WITNESSETH:**

WHEREAS, the UCFRF has applied to the County for a donation of funds for the operations of the UCFRF; and

WHEREAS, the County developed the Orange County Economic Stimulus Strategy and appropriated funds to UCFRF to position the NEC as the regional hub for entrepreneurial assistance through marketing, programming and resource enhancements; and

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

WHEREAS, the County understands that UCFRF does not have employees, and that all personnel performing under this Agreement are employees or agents of UCF; and

WHEREAS, the UCF has available or will hire the necessary qualified and trained personnel, and UCFRF has available the facilities, materials and supplies to perform its obligations as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. County’s Obligation.**

**1.1** The County has appropriated for the period commencing Oct. 1, 2021 and ending September 30, 2022, the total sum of Two Hundred Twenty Seven Thousand, Three Hundred and Thirty Six Dollars (\$227,336.00) (“County Contribution”) to be administered and disbursed by the UCFRF solely for the purposes set forth in Exhibit “A”. Any funds not spent or encumbered by September 30, 2022 for the designated purpose set forth in Exhibit “A”, shall be returned to the County. Upon receipt of a written request from the UCFRF, the County Administrator, or designee, may grant an extension for the UCFRF to spend or encumber the County Contribution. The County Contribution shall be made in four (4) equal installments of Fifty-Six Thousand and Eight Hundred and Thirty Four Dollars (\$56,834.00) on the following dates and contingent upon the County’s receipt of a fully-executed Agreement, as well as an invoice, and then three (3) performance and financial reports of the UCFRF’s activities/programs/services as described in Exhibit “A.” Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 30 days after the end of the quarters ending December 31; March 31; and June 30 as described in Exhibit “B”, attached hereto and incorporated herein by this

reference. The first installment payment will be paid by the end of November 2021 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 report. The first report is due no later than January 31; the second 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.

**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.

**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. UCFRF's Obligation.**

**2.1 Representation of UCFRF.** The UCFRF represents that it will use its best efforts to develop and promote small business and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

### **2.2 Intentionally Omitted.**

**2.3 Unlawful Discrimination.** The UCFRF, 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.** The UCFRF 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. The UCFRF 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 the UCFRF to receive future contributions from the County for this effort.

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

### **Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2021 and shall continue until September 30, 2022, unless extended by written modification to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days' notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

### **Section 4. 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 Independent Contractor.** In the performance of all services under this Agreement, each Party shall be deemed to be, and shall be, an independent contractor. This Agreement shall not be deemed to create any other form of employment relationship or business organization between the Parties. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.

**4.3 No Assignment.** Neither Party may assign or transfer its rights and remedies nor transfer its obligations under this Agreement, in whole or in part, without prior written consent of the other Party. This Agreement is binding upon the Parties and their permitted successors and assigns.

**4.4 Assumption of Risk.** Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. The County and UCFRF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

UCFRF and UCF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The Parties acknowledge and agree that UCFRF is a direct support organization acting on behalf of and as an instrumentality of UCF and that the cap on the amount and liability of UCFRF and UCF for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort in Florida Statute 768.28. Further, UCFRF's total liability is limited to the lesser of (i) the liability cap set forth in Florida Statute 768.28 and (ii) the policy limits of UCFRF's insurance coverage.

**4.4 Limitation of Damages.** In no event will either Party be responsible for any, indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from

claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

**4.5 No Warranty.** UCFRF AND UCF MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH, INTELLECTUAL PROPERTY, AND/OR PROPRIETARY MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT COUNTY'S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD PARTY RIGHTS. UCFRF AND UCF MAKE NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF COUNTY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

**4.6 Force Majeure.** No default, delay, or failure to perform on the part of either Party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemics; war; embargoes; fire; earthquake; acts of God; or default of a common carrier. In the event of such default, delay, or failure to perform, any date or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

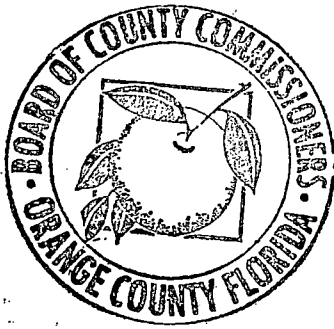
**4.7 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of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

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**4.9 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.

**4.10 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: 26 October 2021

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

By: *Neelva Perry*  
for Deputy Clerk

OCT 26 2021

Date: \_\_\_\_\_

UNIVERSITY OF CENTRAL FLORIDA  
RESEARCH FOUNDATION, INC.

By: *Terri Bigham*  
Terri Bigham, Associate Director

Date: Oct 7, 2021

## **Exhibit “A”**

### **ACTIVITY FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of \$227,336.00 for FY21-22 will be used to support NEC’s operations, which consist of highly skilled and experienced staff for providing community coordination, training, event hosting, and other assistance for entrepreneur support organizations (resource partners).

NEC is expected to deliver the following major initiatives by September 30, 2022:

- Manage and maintain the regional implementation of the BizLink Orange initiative to improve and accelerate the community connections to Entrepreneur Service Organizations throughout Central Florida
- Assist in the continued updated delivery and improvement of “311 for Business”, working with Orange County staff
- Participation in monthly group grantee calls with County staff, as well as assisting other Orange County grantees on the delivery and promotion of BizLink Orange
- Partner with Orange County and other external organizations on the marketing and promotion of other regional programs within the local entrepreneur-supporting ecosystem

**Specific initiatives proposed to be performed during the FY21-22 budget year include:**

#### **1) Ongoing Support of “311 for Business”**

The National Entrepreneur Center will continue to work in conjunction with Orange County’s Economic Development Department and 311 Division, to support the ongoing implementation of Orange County’s 311 for Business initiative. The NEC team will continue to work with the County to compile usage data, update Information County operators utilize, grow connections, and produce reports. Reports will include any identified “gaps” within the entrepreneurial eco-system or process improvements that could be optimized to meet the needs of Orange County residents and businesses.

#### **2) Ongoing Implementation and Management of BizLink Orange**

On behalf of Orange County, the NEC will procure the renewal of the SourceLink online platform used to support the BizLink Orange initiative while continuing to manage the daily operations surrounding the online platform. The NEC’s management team will continue to support, promote, and manage the community resource to streamline efficiency and access to local resources for local entrepreneurs.

The NEC will continue to advocate and support Orange County’s marketing roll-out for the BizLink Orange platform within the identified 6 County region and continue to dedicate a program manager to oversee the successful operation of this program. The NEC Executive Team will continue to work closely with Orange County staff and regional partners to ensure the continued growth of this initiative to the 6-county region. It’s expected that the NEC would continue to engage community support organizations through Central Florida to grow the amount of resource partners over the next year to identify and attract additional resources to the BizLink platform. By providing tracking and engagement data to the various resource partner organizations, each organization will discover the needs that are being requested and the community services being requested of their individual organization. By reducing duplication of services and providing standardized tools for each non-profit entity the efficiency of each organization will benefit, while the region will leverage the services of each resource provider. The NEC will set a goal of an additional 40 regional

entrepreneurial support organizations for a total of 80 that are mapped and placed into the system by Sept. 30, 2022. Orange County shall continue to assist the NEC in recruiting and securing economic development organization's participation as well as assistance in the continued marketing and promotion of BizLink Orange to assist in procuring community engagement and participation.

PI Budget			
Budget Cost Category	RATE	Funds Requested	
		Year 1	Total Project
<b>A. Direct Labor - Key Personnel</b>			
PI - Jerome Ross - CEO	25%	\$ 33,003	
<b>Subtotal Salary</b>		\$ 33,003	\$ 33,003
<b>Direct Labor - Other Personnel</b>			
Julie Matthews - COO	16.20%	\$ 14,584	
Daisy Camacho - Office Manager	25%	\$ 9,210	
Rachel Matson - Program Manager	100%	\$ 48,722	
Lisa Busto - Director of Community Outreach	20%	\$ 6,577	
	0	\$ -	
	0	\$ -	
	0	\$ -	
OPS	0	\$ -	
<b>Subtotal OPS</b>		\$ 79,093	\$ 79,093
<b>B. Fringe Benefits</b>			
PI	39%	\$ 12,871	
A&P	39%	\$ 28,281	
USPS	0%	\$ -	
Post Doctoral Associates	0%	\$ -	
Students	0%	\$ -	
OPS	14%	\$ 921	
<b>Subtotal Fringe</b>		\$ 42,073	\$ 42,073
<b>Total Labor Costs (A+B)</b>		\$ 154,169	\$ 154,169
<b>C. Direct Costs - Equipment</b>			
		\$ -	\$ -
<b>D. Direct Costs - Travel</b>			
Domestic Travel		\$ 2,500	
Foreign Travel		\$ -	
<b>Total Travel Costs</b>		\$ 2,500	\$ 2,500
<b>E. Direct Costs - Participant/Trainee Support Costs</b>			
Tuition/Fees/Health Insurance		\$ -	
Stipends		\$ -	
Travel		\$ -	
Subsistence		\$ -	
Other		\$ -	
<b>Total Participant/Trainee Support Costs</b>		\$ -	\$ -
<b>F. Other Direct Costs</b>			
BizLink Orange Initiative		\$ 50,000	
		\$ -	
<b>Total Other Direct Costs</b>		\$ 50,000	\$ 50,000
<b>G. Total Direct Costs (A+B+C+D+E+F)</b>			
		\$ 206,669	\$ 206,669
<b>H. Indirect Costs</b>			
	10%	\$ 20,667	\$ 20,667
<b>I. Total Direct and Indirect Costs (G+H)</b>			
		\$ 227,336	\$ 227,336
<b>TOTAL PI BUDGET</b>			<b>\$ 227,336</b>

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, NEC 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 Dec. 31, March 31, and June 30.

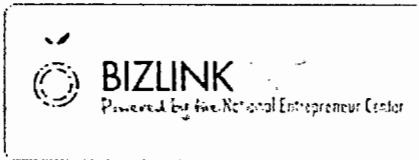
<b>Quarter</b>	<b>Reports Due (no later than)</b>	<b>Payment Due to NEC</b>
First (1 <sup>st</sup> )	Jan 31	Within 30 days of receipt of first quarter report
Second (2 <sup>nd</sup> )	April 30	Within 30 days of receipt of second quarter report
Third (3 <sup>rd</sup> )	July 31	Within 30 days of receipt of third quarter report
Final -non-quarterly summary report	Sept 1	Within 30 days of receipt of fourth quarter

Within each quarterly report, the following information needs to be included as it pertains to the deliverables outlined above:

- The NEC will provide a quarterly 'Center Impact' Report as collected and produced from the BizLink Orange platform as outlined in Exhibit "C" of this document.
- The County shall be provided with a quarterly list of users within the BizLink Orange platform which will include all data that we have been able to collect on each user to date. This data could include name of company, address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), demographic information including gender and race/ethnicity, whether they are participating in another NEC program, and potential opportunities/synergies for the company to work with the County (can be short summaries).

The NEC will continue to work in conjunction with the County's 311 Department to deliver timely information to Orange County residents looking to start or grow their business. The NEC will compile the quarterly data collected by OC 311 operators on a monthly basis which will include, Date & Time of call, number of calls received, # of referrals provided and to who, Spreadsheet of client data that was captured directing the call the includes all fields as indicated form the decision tree. NEC will survey all caller and compile data captured to include in each quarterly report along with any recommendations or continual improve that could be made to this initiative.

## Exhibit "C"



## Center Impact Report

Impact from: 6/1/2021 through 6/30/2021  
 Center(s): BizLink Orange  
 Client Tag(s): None

[View Report Data Table](#)

**BizLink Orange**  
 Julie Matthews - (407) 420-4848  
 3201 E. Colonial Drive, Orlando, FL 32803

	This Period	YTD 2021		This Period	YTD 2021								
<b>Clients Served</b>			<b>Funding and Contracts</b>										
<b>Counseling</b>			Loans Obtained	0	0								
Clients Counseled	1	2	Loans Obtained (\$)	\$0	\$0								
Total Counseling Sessions	1	3	Equity Investments Obtained	0	0								
Total Counseling Hours	0.17	0.17	Equity Investments (\$)	\$0	\$0								
Total Prep Hours	0.00	0.00	Bonding Capacity	\$0	\$0								
Total Travel Hours	0.00	0.00	Grants/Gifts Received	0	0								
<b>Total Hours</b>	<b>0.17</b>	<b>0.17</b>	Grants/Gifts Received (\$)	\$0	\$0								
<b>Training</b>			Contracts Received	0	0								
Clients Trained	0	0	Contracts Received (\$)	\$0	\$0								
Total Training Attendance	0	0											
Total Event Training Hrs			<b>Gender of Clients Served</b>										
<b>Total Clients Served</b>	<b>1</b>	<b>2</b>	Female	0 (0.0%)	0 (0.0%)								
<b>Total Client Participation</b>	<b>1</b>	<b>3</b>	Male	0 (0.0%)	0 (0.0%)								
			No Response	1 (100.0%)	2 (100.0%)								
<b>Client Mix by Business Stage</b>			<b>Race of Clients Served</b>										
Pre-Venture	0	0	African American or Black	0 (0.0%)	0 (0.0%)								
Existence-Infancy	0	0	Asian American	0 (0.0%)	0 (0.0%)								
Early Growth Stage	0	0	Hispanic (Ethnicity)	0 (0.0%)	0 (0.0%)								
Expansion	0	0	Native American/AK Native	0 (0.0%)	0 (0.0%)								
Maturity	0	0	Native HI/Pacific Islander	0 (0.0%)	0 (0.0%)								
Decline	0	0	White	0 (0.0%)	0 (0.0%)								
No Response	1	2	No Response	1 (100.0%)	2 (100.0%)								
<b>Total</b>	<b>1</b>	<b>2</b>	<b>Referrals</b>										
<b>Businesses Created</b>	<b>0</b>	<b>0</b>	10,000 Small Biz Referrals	0	0								
<b>Annual Gross Revenue/Sales Growth (%)</b>		0%	UEF Referrals	0	0								
<b>Annual Gross Revenue/Sales (\$)</b>		\$0	Other Referrals	1	1								
			<b>Total Referrals</b>	<b>1</b>	<b>1</b>								
<b>2021 Jobs</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annual Total</b>
FT Jobs Created	0	0	0	0	0	0							0
PT Jobs Created	0	0	0	0	0	0							0
<b>Total Created</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>							<b>0</b>
FT Jobs Saved	0	0	0	0	0	0							0
PT Jobs Saved	0	0	0	0	0	0							0
<b>Total Saved</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>							<b>0</b>



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**ORANGE COUNTY, FLORIDA  
AND  
BLACK ORLANDO TECH**

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**FY 2022 GRANT AGREEMENT**

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THIS AGREEMENT ("Agreement"), made and entered into this <#> day of January 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Black Orlando Tech hereinafter referred to as the "BOT".

**WITNESSETH:**

WHEREAS, the BOT has applied to the County for a donation of funds for the operations of the BOT; and

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to Black Orlando Tech to launch a program to provide education and training in entrepreneurship and business leadership for minority business owners, and has determined that there is a public interest for such activities/programs in order to support existing small businesses and residents desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to the BOT for such purposes; and

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

WHEREAS, the BOT has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement.

Now THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. County's Obligation.**

**1.1** The County has appropriated for the period commencing October 1, 2021 and ending September 30, 2022, the total sum of Two Hundred and Two Thousand and Three Hundred Thirty Seven Dollars and no/100 Dollars (\$202,337 .00) ("County Contribution") to be administered and disbursed by the BOT solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2022 for the designated purpose set forth in

Exhibit "A", shall be returned to the County. Upon receipt of a written request from the BOT, the County Administrator, or designee, may grant an extension for the BOT to spend or encumber the County Contribution. The County Contribution \$310,837 to BOT shall be made in four (4) equal installments of Fifty Thousand Five Hundred and Eighty Four Dollars and 25/100 Dollars (\$50,584.25) on the following dates and contingent upon the satisfactory County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) quarterly performance and financial reports of the BOT's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 30 days after the end of the quarters ending December 31; March 31; and June 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first 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 report. The first report is due no later than January 31; the second report is due by no later than April 30; and, the final report is due by no later than July 31. A final report, as outlined in Exhibit B and sharing updates not covered by previous reports, is required. 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 the BOT 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, BOT 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. BOT's Obligation.**

**2.1 Representation of BOT.** The BOT 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 BOT as Independent Contractor.** The parties expressly acknowledge that the BOT 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.** The BOT, 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.** The BOT 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. The BOT 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 the BOT to receive future contributions from the County.

**2.5 Non-Profit Status.** The BOT agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the BOT 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, the BOT, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit the BOT's books and accounts at any time during normal working hours, provided that reasonable notice is given to the BOT prior to any such inspection. Any costs incurred by the BOT as a result of a County audit shall be the sole responsibility of and shall be borne by the BOT. In addition, should the BOT provide any or all of the County's funds to sub-recipients, then, and in that event, the BOT 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, the BOT 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.** The BOT 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.** The BOT agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way connected with the performance of this Agreement itself.

### **Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2021 and shall continue until September 30, 2022, unless extended by written modification to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

**Section 4. 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.

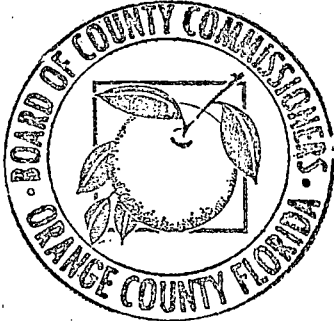
**4.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of 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: 26 October 2021

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

By: *Neelva Perry*  
for Deputy Clerk

Date: OCT 26 2021

**Black Orlando Tech**

By: *Rose LeJiste*  
Rose LeJiste, Executive Director

Date: 10/6/2021

## **EXHIBIT A**

### **ACTIVITY FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of \$202,337 for FY21-22 will be used to support BOT's operations, which consist of highly skilled staff in technical assistance provision. The following initiatives are intended to support minority entrepreneurs unless written otherwise. It is expected that BOT offerings are in English, and not to overlap in technical assistance services provided by Prospera or the Hispanic Chamber of Commerce.

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

- Recruit and host at least 100 participants through three minority entrepreneur-serving programs: Black Orlando Tech's Tech Startup Series; Tech Startup Series- Creative Services Track; and Forward Cities Co-Leadership Initiative
- 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)
- Work with Orange County staff within the Business Development Office to align Forward City membership and engagement outcomes to improve procurement processes for, while increasing business transaction metrics between, the County and minority small business vendors; includes collaboration with County on strategic planning and deployment of outcomes from the County-led Disparity Report into the local community
- Collaborate with Orange County external partners to evaluate practices of and increase local small business minority vendor engagement through private sector supplier diversity initiatives

Particular tasks agreed to be completed during the FY21-22 budget year include:

- Recruitment and screening of applicants
- Overseeing the selection process of program applicants across the two technical assistance programs
- Overseeing the Forward City membership for the region as well as any coordination of membership engagement, including recruitment of community stakeholders and marketing events; must also meet with County staff at least once a month to collaborate on Forward City efforts
- Provide at least 5 workshops/training courses per cohort across a variety of business acumen, technical, and/or founder support topics; for creative services program, BOT will consult with best-in-practice experts around the US to provide unique programming focused on retail, e-commerce, and production methods apropos of creative service businesses
- Provide Continuous Coaching and Mentoring Programming
- Provide marketing and networking events
- Provide staffing and space for the programs

- Host at least 1 pitch competition to promote all participants in any program or cohort (either live or virtually)
- Provide impact reports to County as outlined in Appendix B

BOT's Proposed Budget – Total: \$202,337

<b>FY 20 -21 Budget Categories – Forward Cities Initiative</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Personnel & Benefits	\$60,600.00	60% of Executive Director's Time; Programs Director – 40%
Printing & Publications	\$2,000.00	Targeted marketing
Conferences & Meetings	\$3,600.00	24 BOT-hosted Workshops/Meetings
<b>Tech Startup Series (including Creative Track)</b>		
Personnel & Benefits	\$58,400.00	40% of Executive Director's Time; Programs Director – 60%
Printing & Publications	\$2,000.00	Targeted marketing campaigns for two different demographics – tech and creative services
Conferences & Meetings	\$4,000.00	20 BOT-hosted Workshops/Meetings
Consulting & Professional Fees	\$5,000.00	20 Arranged Expert Speaker Stipends
Materials & Supplies	\$10,000.00	100 Participant Packages/Workbooks
Software Licenses	\$10,000.00	Learning Management System; Pitch Competition platform
<b>General Operations</b>		
Consulting & Professional Fees	\$25,000.00	
Printing & Publications	\$2,500.00	General BOT marketing and event promotions
Indirect Costs	\$13,237.00	Indirect Rate: 6.5%
Other	\$6,000.00	Legal Services & Liability Insurance

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 45 days of the end of the quarter, BOT 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 March 31, June 30 and September 30.

<b>Quarter</b>	<b>Reports Due (no later than)</b>	<b>Payment Due to BOT</b>
First (1 <sup>st</sup> )	May 15	Within 30 days of receipt of first quarter report or by March 15
Second (2 <sup>nd</sup> )	August 15	Within 30 days of receipt of second quarter report or by June 15
Third (3 <sup>rd</sup> )	November 15	Within 30 days of receipt of third quarter report or by September 15

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 the two technical assistance programs, especially topics shared in each cohort and number of unique attendees as well as total attendee numbers for each cohort
- Updated listing of new clients across these programs - information provided can be in a table format and must be at least: name of company, address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), if a creative product/service provide a brief summary of what is sold, demographic information including gender and race/ethnicity, 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"
- Brief progress summary on the Forward Cities membership and engagement including how many meetings took place; whether external partners were engaged and who they are (organization name, contact information, brief note on interest in engagement with minority-business programs); brief summaries of outcomes from every major community engagement meeting; and any recommendations for the County to consider in moving forward with minority-vendor or community supporting functions

For the final report, the following is also needed:

- Number of unique, as well as total participants in each technical assistance programs



- Cumulative listing of every participant across the programs up until September 30 – 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 BOT for client as well as who clients were introduced to; 4) whether Small Business Administration certifications or other designations were obtained as a result of the programs and which ones were obtained; 5) number of engagements with new supplier diversity programs; and 6) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.
- Summary report of Pitch Competition including all participant feedback like strengths or weaknesses assessed by judges, ranking outcomes, and any metrics describing the outreach/impact of the Competition such as number of audience attendees; number of unique organizations judging or engaged otherwise; amount of prize funding raised; etc.
- Summary report on Forward Cities membership findings/recommendations; a comprehensive list of any external organizations who participated and level of engagement proposed to future initiatives, etc.

A presentation to County staff will also be required to discuss through the final report.

2) Within 30 days of its release, BOT shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

**Reports and Communications to the COUNTY:**

Orange County. Office of Economic, Trade & Tourism Development  
 ATTN: Eric Ushkowitz, Economic Development Administrator  
 201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
 Orlando, Florida 32802  
 Phone: (407) 836-7370  
 Fax: (407) 836-7399

**Reports and Communications to BOT:**

Black Orlando Tech  
 ATTN: Rose LeJiste, Executive Director  
 1001 N Orange Ave  
 Orlando, Florida 32801  
 Phone: (407) 244-0210

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

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**FY 2022 GRANT AGREEMENT**

---

THIS AGREEMENT (“Agreement”), made and entered into this 1st day of October 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County” and CFF I, LLC hereinafter referred to as the “RALLY”.

**WITNESSETH:**

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

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to RALLY to launch a program to provide education and training in entrepreneurship and business leadership for minority business owners, and has determined that there is a public interest for such activities/programs in order to support existing small businesses and residents desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to the RALLY for such purposes; and

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

WHEREAS, the RALLY has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement.

Now THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. County’s Obligation.**

**1.1** The County has appropriated for the period commencing October 1, 2021 and ending September 30, 2022, the total sum of One Hundred Thousand and 0/100 Dollars (\$100,000.00) (“County Contribution”) to be administered and disbursed by the RALLY solely for the purposes set forth in Exhibit “A”. Any funds not spent or encumbered by September 30, 2022 for the designated purpose set forth in Exhibit “A”, shall be returned to the County. Upon receipt

of a written request from the RALLY, the County Administrator, or designee, may grant an extension for the RALLY to spend or encumber the County Contribution. The County Contribution \$100,000.00 to RALLY shall be made in four (4) equal installments of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) on the following dates and contingent upon the satisfactory County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) quarterly performance and financial reports of the RALLY's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 30 days after the end of the quarters ending December 31; March 31; and June 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first 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 report. The first report is due no later than January 31; the second 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 the RALLY 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, RALLY agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

**1.3** No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

## **Section 2. RALLY's Obligation.**

**2.1 Representation of RALLY.** The RALLY represents that it will use its best efforts to develop and promote small businesses and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

**2.2 RALLY as Independent Contractor.** The parties expressly acknowledge that the RALLY is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

**2.3 Unlawful Discrimination.** The RALLY, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

**2.4 Accounting.** The RALLY will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. The RALLY 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 the RALLY to receive future contributions from the County.

**2.5 Non-Profit Status.** The RALLY agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the RALLY should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

**2.6 Right to Inspect and Audit Accounts.** During the term of this Agreement, the RALLY, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit the RALLY's books and accounts at any time during normal working hours, provided that reasonable notice is given to the RALLY prior to any such inspection. Any costs incurred by the RALLY as a result of a County audit shall be the sole responsibility of and shall be borne by the RALLY. In addition, should the RALLY provide any or all of the County's funds to sub-recipients, then, and in that event, the RALLY shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

**2.7 Maintenance of Records; Audit.** For a period ending five (5) years after the expiration or termination of this Agreement, the RALLY shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

**2.8 Assignment.** The RALLY may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

**2.9 Indemnification.** The RALLY agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out 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, 2021 and shall continue until September 30, 2022, unless extended by written modification

to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

**Section 4. 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.

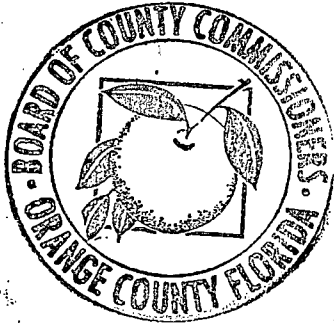
**4.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of 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: *26 October 2021*

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

By: *Neelisa P...*  
*for* Deputy Clerk

Date: *OCT 26 2021*

**CFF I, LLC**

By: *Robert Pahepinto*  
Robert Pahepinto, Board Chair/CEO

Date: *10/6/2021*

## **EXHIBIT A**

### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$100,000 for FY21-22 will be used to support Rally's operations, which consist of highly skilled staff in technical assistance provision to social enterprises and residents aspiring to be local founders.

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

- Recruit and host at least two cohorts of social entrepreneurs (supporting at least 15 unique entrepreneurs) through their accelerator program
- Partner with Orange County and other external organizations on identifying Central Florida community-specific social issues for Rally participants to engage in solution development for as part of their incorporation's mission; as well as assist with promotion of, or connectivity to other programs within the local entrepreneur-supporting ecosystem
- 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 (training will be provided in monthly group grantee calls for how to access and use this resource)

Particular tasks agreed to be completed during the FY21-22 budget year for the Rally accelerator program include:

- Recruitment and screening of applicants
- Overseeing the selection process of program applicants
- Provide coaching, mentorship, and educational programming
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B
- Support County and other partners in ecosystem metrics planning, especially regarding social enterprises and/or in connectivity to the region's use of the UN's Sustainable Development Goal indicators

RALLY's Proposed Budget – Total: \$100,000

<b>FY 21 -22 Budget Categories</b>	<b>Budget</b>	<b>Uses of Funds</b>
Program Administration	\$45,000	This would cover organization and execution of all aspects of the program including event schedule and details, calendar coordination for entrepreneurs and strategists, marketing execution and online management.

Subject Matter Support	\$25,000	In the course of the program fellows periodically need specific targeted help with a marketing campaign or impact metric creation or graphic design. Rally is building simple contract relationships with specialists excited about working with our Fellows.
Rally Maker Roundtable	\$30,000	This would allow us to host a half-day event that targets specific problems. Convening our Rally Makers, subject matter experts, and other key stakeholders county staff may select; we walk through a human-centered-design approach to problem solving and conclude by constructing the skeleton of a social lean canvas (the beginning of a potential social enterprise).
<b>Total</b>	<b>\$100,000</b>	

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, RALLY 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.

<b>Quarter</b>	<b>Reports Due (no later than)</b>	<b>Payment Due to RALLY</b>
First (1 <sup>st</sup> )	January 31	Within 30 days of receipt of first quarter report
Second (2 <sup>nd</sup> )	April 30	Within 30 days of receipt of second quarter report
Third (3 <sup>rd</sup> )	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 cohort, as well as Rally Maker Roundtable event, especially topics of educational offerings, number of unique participants in any program, and total cumulative number of participants across all programs
- Updated listing of new unique clients across all programs - information provided can be in a table format and must be at least: name of company, address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), particular alignment to the local social need/issue their product/service addresses, demographic information including gender and race/ethnicity, and potential opportunities/synergies for the company to work with the County or County partners (can be short summaries); if the participant is an individual and not incorporated, please briefly explain why they are not incorporated by creating an additional column named “Notes”

For the final report, the following is also needed:

- Number of unique, as well as total participants in each offering
- Cumulative listing of every participant across all the programs up until September 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 RALLY for client as well as who clients were introduced to; 4) number of mentors connected to organization and any resulting outcomes from mentorship; 5) whether B-corporation formation took place; 6) any impact metrics toward a local societal issue being improved; and 7) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.

- Electronic copies of press coverage on Rally Fellows from within the community or beyond

A presentation to County staff will also be required to discuss through the final report.

2) 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: Eric Ushkowitz, Economic Development Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802  
Phone: (407) 836-7370  
Fax: (407) 836-7399

**Reports and Communications to RALLY:**

RALLY  
ATTN: Ben Hoyer, President/COO  
1001 N Orange Ave  
Orlando, Florida 32801  
Phone: 407-371-2925

BCC Mtg. Date: October 26, 2021

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

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**FY 2022 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this <#> day of October 2021, 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, 2021 and ending September 30, 2022, the total sum of forty five thousand dollars (\$45,000) 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, 2022 for the designated purpose set forth in Exhibit "A", shall be returned to the County. Upon receipt of a written request from the CFAE, the County Administrator, or designee, may grant an extension for the CFAE to spend or encumber

the County Contribution. The County's contributions of \$45,000 to CFAE shall be made in four (4) installments of eleven thousand and two hundred fifty dollars (\$11,250) 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 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, 2021 and shall continue until September 30, 2022. 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.

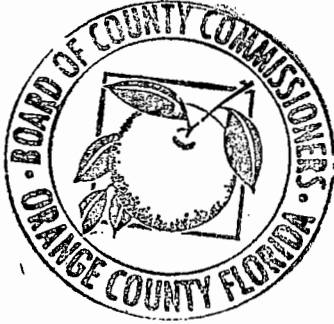
**4.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of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

Date: *26 October 2021*

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

By: *Neelva Papp*  
for Deputy Clerk

Date: *OCT 26 2021*

**Rollins College**

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

Date: *October 5, 2021*

## EXHIBIT A

### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$45,000 for FY21-22 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 unique 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 FY21-22 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 FY21-22 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: \$45,000



<b>FY 21 -22 Budget Categories</b>	<b>Budget</b>	<b>Uses of Funds</b>
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)
<b>Total</b>	<b>\$45,000</b>	

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 <sup>st</sup> )	January 31	Within 30 days of receipt of first quarter report
Second (2 <sup>nd</sup> )	April 30	Within 30 days of receipt of second quarter report
Third (3 <sup>rd</sup> )	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 (recommend also providing NAICs and NIGP codes), 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: Eric Ushkowitz, Economic Development Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> 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  
1000 Holt Ave. 2722  
Winter Park, FL 32789-4499  
Phone: (321) 277-4272  
Email: [pmcalindon@rollins.edu](mailto:pmcalindon@rollins.edu)

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**ORANGE COUNTY, FLORIDA  
AND  
STARTER STUDIO**

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**FY 2022 GRANT AGREEMENT**

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THIS AGREEMENT (“Agreement”), made and entered into this 1st day of October 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County” and STARTER STUDIO hereinafter referred to as the “STARTERSTUDIO”.

**WITNESSETH:**

WHEREAS, STARTERSTUDIO has applied to the County for a donation of funds for the operations of STARTERSTUDIO; and

WHEREAS, the County developed the Orange County Economic Stimulus Strategy 4.0 and appropriated funds to STARTER STUDIO FL INC to launch a program to provide education and training in entrepreneurship and business leadership for business owners, and has determined that there is a public interest for such activities/programs in order to support existing small businesses and residents desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to STARTERSTUDIO for such purposes; and

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

WHEREAS, STARTERSTUDIO has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement.

Now THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. County's Obligation.**

1.1 The County has appropriated for the period commencing October 1, 2021 and ending September 30, 2022, the total sum of ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$150,000.00) (“County Contribution”) to be administered and disbursed by STARTERSTUDIO solely for the purposes set forth in Exhibit “A”. Any funds not spent or

encumbered by September 30, 2022 for the designated purpose set forth in Exhibit "A", shall be returned to the County. Upon receipt of a written request from STARTERSTUDIO, the County Administrator, or designee, may grant an extension for STARTERSTUDIO to spend or encumber the County Contribution. The County Contribution \$150,000.00 to STARTERSTUDIO shall be made in four (4) equal installments of THIRTY-SEVEN THOUSAND FIVE HUNDRED and no/100 Dollars (\$37,500.00) on the following dates and contingent upon the satisfactory County's receipt of a fully-executed Agreement, as well as an invoice, and then three (3) quarterly performance and financial reports of STARTERSTUDIO's activities/programs/services as described in Exhibit "A." Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 30 days after the end of the quarters ending December 31; March 31; and June 30as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first 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 report. The first report is due no later than January 31; the second report is due by no later than April 30; and, the final 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 STARTERSTUDIO 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, STARTERSTUDIO 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. STARTERSTUDIO's Obligation.**

**2.1 Representation of STARTERSTUDIO.** STARTERSTUDIO 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 STARTERSTUDIO as Independent Contractor.** The parties expressly acknowledge that STARTERSTUDIO 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.** STARTERSTUDIO, 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.** STARTERSTUDIO 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. STARTERSTUDIO 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 STARTERSTUDIO to receive future contributions from the County.

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

fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way connected with STARTERSTUDIO's performance of its obligations under, or STARTERSTUDIO's breach of, this Agreement.

**Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2021 and shall continue until September 30, 2022, unless extended by written modification to the Agreement, signed by both parties. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

**Section 4. 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.

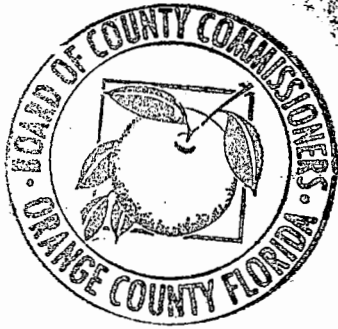
**4.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of 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: 26 October 2021

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

By: *Necelia Pery*  
for Deputy Clerk

Date: OCT 26 2021

**Starter Studio FL Inc**

By: *Lilian Myers*  
Lilian Myers, Executive Director

Date: October 4, 2021



**EXHIBIT A**

**ACTIVITY FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of \$150,000 for FY21-22 will be used to support StarterStudio’s operations, which consist of highly skilled staff in technical assistance provision to small businesses and budding founders. The programs they offer are targeted to serving tech and tech-enabled startups at various stages of development, from the earliest ideas to investment seeking.

StarterStudio is expected to deliver the following major initiatives by September 30, 2022:

- Recruit and host at least 8 cohorts serving at least 50 unique participants combined, across all programs
- 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, and the Central Florida STEM Online Mentor Database provided by The Corridor and the County (training will be provided in monthly group grantee calls for how to access and use the online resources)
- Work with Orange County staff to investigate and prioritize technology solutions which the County may invest in or procure; as well as work with The Corridor on the local industry cluster strategy plans complimentary to their accelerators outcomes

Particular tasks agreed to be completed during the FY21-22 budget year include:

- Recruitment and selection of participants
- Provide educational programming, access to mentors/Subject Matter Experts, and continuous coaching
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B

StarterStudio’s Proposed Budget – Total: \$150,000

<b>FY 21 -22 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Showcase Events	\$18,000	Investor, Demo days, Alum, Mentor
Tools and resources (including OC-based contractors)	\$132,000	Web dev, Content dev, Ad creative, Facilitators, Entrepreneur in Residence, SME Stipends, GAN, Badging, Awards
<b>TOTAL:</b>	<b>\$150,000</b>	

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, StarterStudio 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.

<b>Quarter</b>	<b>Reports Due (no later than)</b>	<b>Payment Due to StarterStudio</b>
First (1 <sup>st</sup> )	January 31	Within 30 days of receipt of first quarter report
Second (2 <sup>nd</sup> )	April 30	Within 30 days of receipt of second quarter report
Third (3 <sup>rd</sup> )	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 the accelerator programs – should include topics shared in each educational offering and number of unique attendees, as well as total attendee numbers for each offering; number of mentors obtained and/or connected to participants; total number of hours coaching provided across participants from StarterStudio staff or Contractors; any impact metrics or anecdotes of notable connections or outcomes from Demo days, etc.
- Updated listing of new clients of Program - information provided can be in a table format and must be at least: name of individual, anticipated industry/application for technology, brief explanation of what the technology is, whether there is intellectual property involved and if so, each patent pending/patent numbers, and his/her demographic information including gender and race/ethnicity. If a company is formed please share the address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company could sell to (recommend also providing NAICs and NIGP codes), and potential opportunities/synergies for the company to work with the County (can be short summaries).

For the final report, the following is also needed:

- Cumulative listing of every participant in the accelerator programs up until September 1 – adding a progress column to the quarterly provided progress report table which provides any of the following for that individual: 1) total dollar amount of revenues/contracts/investments 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 mentor/SME connections made by StarterStudio for client as

well as whether the connection was made using the Central Florida Online Mentor Database, as well as the number of total unique mentors added over the year to either StarterStudio's database as well as to the Online Mentor Database; 4) total number of customer, investor and/or partner connections made by StarterStudio for client as well as who clients were introduced to; 5) brief summary of any new intellectual property created or obtained as well as any progress on IP progressed (i.e. pending to full patent, etc.); and 6) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the Program (can include notes on founder skill development).

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: Eric Ushkowitz, Economic Development Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802  
Phone: (407) 836-7370  
Fax: (407) 836-7399

**Reports and Communications to StarterStudio:**

StarterStudio  
ATTN: Lilian Myers, Executive Director  
101 S Garland Ave, Suite 108  
Orlando, Florida 32801  
Phone: 407-378-4150

BCC Mtg. Date: October 26, 2021

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**ORANGE COUNTY, FLORIDA  
AND  
VETERAN ENTREPRENEURSHIP INITIATIVE, INC.**

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**FY 2022 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 1st day of October 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and Veteran Entrepreneurship Initiative, Inc. hereinafter referred to as the "VEI".

**WITNESSETH:**

WHEREAS, the VEI has applied to the County for a donation of funds for the operations of VEI; and

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to develop, promote and support existing military veterans small businesses, and veterans entrepreneurs 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 VEI for such purposes; and

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

WHEREAS, VEI 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, 2021 and ending September 30, 2022, the total sum of one hundred and fifty seven thousands and five hundred twenty seven dollars (\$157,527) to be administered and disbursed by the VEI solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2022 for the designated purpose set forth in Exhibit "A", shall be returned to the County. The County's contributions of \$157,527 to VEI shall be made in four (4) installments of \$39,382

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 the VEI 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, VEI 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. VEI's Obligation.**

**2.1 Representation of VEI.** VEI represents that it will use its best efforts to develop and promote develop, and support existing military veterans small businesses, and veterans entrepreneurs desiring to start a business venture in Central Florida through education, mentorship, investment pursuits and other activities in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

**2.2 VEI as Independent Contractor.** The parties expressly acknowledge that the VEI 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.** VEI, in performing it 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.** VEI 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. VEI 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 the VEI to receive future contributions from the County.

**2.5 Non-Profit Status.** VEI agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If VEI 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, VEI, 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 VEI's books and accounts at any time during normal working hours, provided that reasonable notice is given to VEI prior to any such inspection. Any costs incurred by the VEI as a result of a County audit shall be the sole responsibility of and shall be borne by VEI. In addition, should VEI provide any or all of the County's funds to sub-recipients, then, and in that event, VEI 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, VEI 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.** VEI 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.** VEI agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way connected with the performance of this Agreement itself.

### **Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2021 and shall continue until September 30, 2022. 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**

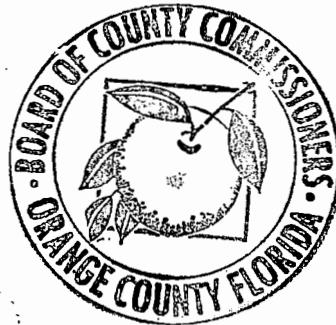
By: *Bryan W. Brooks*  
*49* Jerry L. Demings  
Orange County Mayor

Date: *26 October 2021*

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

By: *Neelva Rey*  
Deputy Clerk

Date: *OCT 26 2021*



**VETERAN ENTREPRENEURSHIP INITIATIVE, INC.**

By: *[Signature]*  
Rafael Caamano, President- Co Founder

Date: *10/7/2021*



## EXHIBIT A

### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$157,527 for FY21-2 will be used to support VEI's operations, which consist of highly skilled staff in technical assistance provision, especially to military veteran entrepreneurs.

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

- Recruit and host at a minimum of 125 participants through the various entrepreneurial services, training and advising programs such as the VEI Launch Start Up Program, VEI Scale Up Growth Program, Business Coaching, Business Workshop Series, and special events.
- 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 (training will be provided in monthly group grantee calls for how to access and use the SourceLink website)
- Work with Orange County staff within the Family and Community Services Department to ensure Veterans with entrepreneur interests align with County Veterans programs
- Explore partnership opportunities with Veterans Affairs and other private sector Veteran-supporting programs especially focused on entrepreneurship (i.e. Bunker Labs)

Particular tasks agreed to be completed during the FY21-22 budget year include:

- During the FY 2021-2022, VEI plans to continue to monitor CDC-COVID-19 guidelines and adjust programming and in person meetings accordingly. VEI provides veterans with options of meeting with a team member on a one-on-one, over the phone, or virtual setting. Our programs are designed based on input from veterans and years of experience developing and delivering entrepreneurial training and courses to veterans and non-veteran populations. In addition, all our programs and activities are carefully designed uniquely for veterans and can be deployed virtually or in person in a way that stimulates networking activities while building comradery among participants. Below is a list of programs and activities VEI is proposing at a minimum for the upcoming fiscal year:
  - Business Coaching
  - Mentoring
  - Educational Programming
    - Facilitated Startup Program (VEI Launch)
    - Facilitated Growth Program (VEI ScaleUp)
    - Community Building Plan
  - Workshops
    - Government Contracting
    - Small Business Acquisition (M&A)
    - Local Resources (SBA)(PTAC)
    - Franchising
    - Teaming & Other Essential Legal Agreements

- Networking Events
  - VEI Innovation Showcase
  - VEI Camaraderie Day
  - VEI After Hours Networking
- Continue to grow VEI's brand within the Central Florida Region through brand management and integrated marketing communications strategies.
- Display veteran companies via website and other channels while promoting programs and additional resources throughout Florida.
- Position VEI for greater visibility through interactive/digital marketing and social media channels along with collateral.
- Identify and pursue key public and community relations opportunities that complement the VEI brand vision.
- Continue to strength relationships with local media.
- Foster collaborative and productive relationships within the community.
- Position VEI as a valuable and trusted resource.Overseeing the selection process of program applications across programs
- Provide staffing and space for the programs
- Provide impact reports to County as outlined in Appendix B

VEI's Proposed Budget – Total: \$157,527

<b>FY 21 -22 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Labor (staffing)	\$97,866.48	Program manager, Facilitator, Coordinator and FICA 7%
Facility	\$8,240	Location and participation of NEC programming
Marketing	\$17,000	Collateral, Website improvements, Digital Media, Promotions, Marketing Events
Subject Matter Experts	\$10,340	Professional experts for various programming
Materials & Equipment	\$9,760	Licenses, supplies and supporting items for three programing
Indirect Costs	\$14,320.65	Indirect Rate: 10%

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, VEI 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.

<b>Quarter</b>	<b>Reports Due (no later than)</b>	<b>Payment Due to VEI</b>
First (1 <sup>st</sup> )	January 31	Within 30 days of receipt of first quarter report
Second (2 <sup>nd</sup> )	April 30	Within 30 days of receipt of second quarter report
Third (3 <sup>rd</sup> )	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 the two new educational programs - Market to Government Integration Academy and Invention to Venture, especially topics shared in each offering and number of unique attendees as well as total attendee numbers for each offering
- Updated listing of new clients across all three programs - information provided can be in a table format and must be at least: name of company, address of company, type of corporation (i.e. Sole Proprietorship vs. LLC, etc.), major industry company sells to (recommend also providing NAICs and NIGP codes), demographic information including gender and race/ethnicity, 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 the three 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 VEI for client as well as who clients were introduced to; 4) whether Small Business Administration certifications or other Veteran

designations were obtained as a result of the programs and which ones were obtained; and 5) any other notable progress metrics and/or anecdotes indicating participant's growth as a result of the program.

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: Eric Ushkowitz, Economic Development Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802  
Phone: (407) 836-7370  
Fax: (407) 836-7399

Reports and Communications to VEI:

VEI  
ATTN: Rafael Caamano, President  
16877 E. Colonial Dr. #130  
Orlando, FL 32820  
Phone: (407) 408-4297