



Interoffice Memorandum

November 7, 2023

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

FROM: Dennis Holste, Economic Development Administrator *DH*
Office of Economic, Trade & Tourism Development

THRU: Roseann Harrington, Chief of Staff *RH*
Mayor's Office

SUBJECT: **November 28, 2023 – Consent Agenda Item**
University of Central Florida Research Foundation, Inc.
Florida High Tech Corridor

Funding in the amount of \$566,500 was provided in the FY 2023-24 adopted budget for the University of Central Florida Research Foundation, Inc. for activities, programs, and services in the promotion of economic development.

In order to expedite the disbursement of funds, it is required that the Board approve and execute the grant agreement.

This agreement has been reviewed by the County Attorney's Office.

ACTION REQUESTED: **Approval and execution of Orange County, Florida and University of Central Florida Research Foundation, Inc. FY 2024 Grant Agreement authorizing the disbursement of \$566,500 as provided in the FY 2023-24 adopted budget.**

**ORANGE COUNTY, FLORIDA
AND
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
FY 2024 GRANT AGREEMENT**

THIS AGREEMENT (“Agreement”), made and entered into this 1st day of October 2023, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County,” and 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, 2023 and ending September 30, 2024, the total sum of Five Hundred Sixty-Six Thousand Five Hundred and no/100 Dollars (\$566,500.00) ("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, 2024 for the designated purpose set forth in Exhibit "A", shall be returned to the County. At UCFRF's request and for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant UCFRF up to six (6) additional months to expend the funds. Any such request shall be submitted in writing to the Office of Economic Development. The Economic Development Administrator shall issue a written decision in response to such request within 10 County business days. The County Contribution shall be made in four (4) equal installments of One Hundred Forty-One Thousand Six Hundred Twenty-Five and no/100 Dollars (\$141,625.00) on the following dates and contingent upon the County's receipt of a fully-executed Agreement, as well as an invoice, and 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 of the following reports. 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 Exhibit "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, 2023, and shall continue until September 30, 2024, 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.

4.5 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
Orange County Mayor

Date: 28 November 2023

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

By: *Phil Diamond*
Deputy Clerk

Date: 11/28/23

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

By: *Terri Bigham*
Terri Bigham, Associate Director

Date: November 8, 2023

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$566,500 for FY23-24 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 consist 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, 2024:

- 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 regionally.
- 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).
- 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.
- Participate in regional innovation ecosystem collaborative activities and community building.
- Research and prioritize potential new or emerging clusters and engagement opportunities.
- 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 V 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 FY23-24 efforts for a fourth 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: \$566,500.00

FY 23- 24 Budget Categories	Amount	Notes on Types of Expenses for the Category
Consultants	\$35,000.00	Cluster Management Consultant
Equipment, Software & Supplies	\$10,517.00	Software subscriptions, event and marketing materials
Facilitators	\$369,145.00	Corridor Subject Matter Experts Supporting the Program
Travel	\$16,038.00	Travel to regional/national conferences to highlight clusters and cluster member successes
Other Direct Costs	\$22,500.00	Roundtables; Event Sponsorship to support cluster-specific events; Webinars ; regional ecosystem partnerships
Indirect Costs	\$113,300.00	Indirect Rate: 25%

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”

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, 2023, March 31, 2024, and June 30, 2024.

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

Specific action items and suggestions learned from Phase V that can be implemented to facilitate continued growth in Phase VI.

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

Additional Reporting Requirements:

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: Marthaly Irizarry, Economic Development Coordinator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802
Phone: (407) 836-7314
Fax: (407) 836-7399
EMAIL:

Reports and Communications to Florida High Tech Corridor Council:

FHTCC
ATTN: Jennifer McKinley, Program Director
3201 E. Colonial Drive, Suite A20
Orlando, Florida 32803
EMAIL: