



Interoffice Memorandum

AGENDA ITEM

November 30, 2018

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

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

A handwritten signature in black ink, appearing to read "EU", is positioned to the right of the "FROM:" line.

SUBJECT: **December 18, 2018 – Consent Agenda Item**  
Approval and Execution of Orange County, Florida and  
University of Central Florida Research Foundation, Inc. FY 2019  
Grant Agreement

Funding in the amount of \$795,906 was provided in the FY 2018-19 adopted budget for the University of Central Florida (UCF). The funding is to be distributed amongst the following departments: UCF Small Business Development Center's Advisory Board Council to receive \$104,040; UCF Small Business Development Center to receive \$104,040; UCF Venture Accelerator to receive \$132,925; UCF College of Business Administration - Institute for Economic Competitiveness to receive \$208,080; UCF Business Incubation Program - Central Florida Research Park to receive \$132,924; National Entrepreneur Center – Central Florida International Trade Office to receive \$68,979; UCF Second Stage Incubation/GrowFL program to receive \$26,554; UCF Business Incubator International Soft Landing Program to receive \$10,714; and Florida Virtual Entrepreneur Center to receive \$7,650.

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 Orange County Attorney's Office.

EU/tp

**ACTION REQUESTED:** Approval and execution of Orange County, Florida and University of Central Florida Research Foundation, Inc. FY 2019 Grant Agreement and authorization to disburse \$795,906 as provided in the FY 2018-19 adopted budget.

BCC Mtg. Date: December 18, 2018

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**ORANGE COUNTY, FLORIDA  
AND  
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.**

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**FY 2019 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of DEC 18 2018 2018, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and the UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC. ("UCFRF"), a Florida non-profit corporation and direct support organization acting as an instrumentality of the University of Central Florida Board of Trustees ("UCF"), a public institution and part of the State of Florida university system, with a business address of 12201 Research Parkway, Suite 501, Orlando, FL 32826, whose EIN number is 59-3086453.

**WITNESSETH:**

WHEREAS, UCFRF has applied to the County for grant funding for several small business programs operated in association with the UCF College of Business Administration, Venture Accelerator, Small Business Development Center, National Entrepreneur Center, GrowFL Program, Florida Virtual Entrepreneur Center, and Business Incubation Program; and

WHEREAS, the County has determined that there is a public interest for such programs in order to promote businesses in Central Florida through education, training, work sessions, seminars, and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to UCFRF for such purposes; and

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

WHEREAS, the County understands and agrees that UCFRF does not have any employees, and that all personnel performing under this Agreement are employees or agents of UCF, and that UCF 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 Payment Obligation.**

**1.1** The County has appropriated for the period commencing October 1, 2018 and ending September 30, 2019, the total sum of seven hundred ninety-five thousand nine hundred six and No/100 dollars (\$795,906) ("County Contribution") to be allocated as follows:

- (a) one hundred and four thousand and forty dollars (\$104,040) for the Small Business Development Center - Advisory Board Council;
- (b) one hundred and four thousand and forty dollars (\$104,040) for the UCF Small Business Development Center;
- (c) one hundred thirty-two thousand nine hundred twenty-five dollars (\$132,925) for the UCF Venture Accelerator;
- (d) two hundred eight thousand and eighty dollars (\$208,080) for the UCF College of Business Administration - Institute for Economic Competitiveness;
- (e) one hundred thirty-two thousand nine hundred twenty-four dollars (\$132,924) for the UCF Business Incubation Program - Central Florida Research Park;
- (f) sixty-eight thousand nine hundred seventy-nine dollars (\$68,979) for the National Entrepreneur Center (NEC) Central Florida International Trade Office;
- (g) twenty-six thousand five hundred and fifty-four dollars (\$26,554) for the UCF Second Stage Incubation / GrowFL Program; and
- (h) ten thousand seven hundred fourteen dollars (\$10,714) for the UCF Business Incubator Soft Landing Program.
- (i) seven thousand six hundred fifty dollars (\$7,650) for the Florida Virtual Entrepreneur Center

Such funds shall be administered and disbursed by UCFRF solely for the purposes set forth in Exhibit "A." Any funds not spent or encumbered by September 30, 2019 for the designated purposes set forth in Exhibit "A", shall be returned to the County. An extension may be granted upon request and written approval from Orange County's Economic Development Administrator. The County Contribution shall be made in one (1) installment upon execution of this Agreement and the County's receipt of an original invoice from UCFRF. By March 31, 2019, UCFRF will provide the Orange County Economic Development Administrator with a written status report describing the use of the County contribution under this Agreement. Additional status reports and other information related to the County's contribution will be provided by UCFRF as may be requested by the County.

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

**2.1 Representation of UCFRF.** UCFRF represents that it will use its best efforts to develop and promote small businesses in Central Florida, which should include partnering with Orange County Economic Development and Business Development Offices. UCFRF represents and agrees that it shall use the funds paid under this Agreement solely for the purposes set forth in Exhibit "A."

**2.2 No Lobbying.** UCFRF acknowledges and agrees that 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, UCFRF 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.

**2.3 UCFRF as Independent Contractor.** The parties expressly acknowledge that UCFRF 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.

**2.4 Unlawful Discrimination.** 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.

**2.5 Accounting.** 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.

**2.6 Non-Profit Status.** UCFRF agrees to maintain its non-profit and direct support organization status in the State of Florida throughout the term of this Agreement. If UCFRF should, during the term of this Agreement, change its status as an institution within the State of Florida university system, it shall promptly notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

**2.7 Right to Inspect and Audit Accounts.** During the term of this Agreement, UCFRF, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and her 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 UCFRF as a result of a County audit shall be the sole responsibility of and shall be borne by UCFRF. In addition, should 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.

**2.8 Maintenance of Records; Audit.** For a period ending five (5) years after the expiration or termination of this Agreement, 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.

**2.9 Assignment.** Neither party may assign its rights hereunder, without the prior written consent of the other party. Failure to comply with this section may result in immediate termination of this Agreement.

**2.10 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. ORANGE 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, functioning as an instrumentality of UCF, is entitled to limited sovereign immunity under section 768.28, Florida Statutes. All employees engaged to perform under this Agreement will be UCF employees and UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCF and its officers, employees, servants, and agents while acting within the scope and course of their employment by UCF. UCF is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. UCFRF and UCF expressly retain all rights, benefits, and immunities of sovereign immunity and 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.

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

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2018 and shall continue until September 30, 2019. 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.

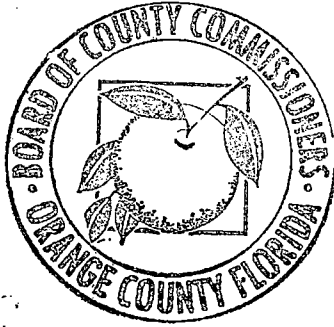
**Section 5. Notice.** Whenever notice or communications shall or may be given to either party, such notice shall be in writing and shall be delivered or sent to:

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

UCF: University of Central Florida Research Foundation, Inc.  
ATTN: Kim Smith, Director and COO  
12201 Research Parkway, Suite 501  
Orlando, Florida 32826  
Phone: (407) 823-3062  
Fax: (407) 823-3299

**Section 6. Commercial Crime or Third Party Fidelity Bond.** UCF shall maintain in effect during the term of this Agreement a commercial crime insurance policy or fidelity bond, which shall include coverage for employee dishonesty on a blanket basis with limits of not less than the full amount of the grant disbursed under this Agreement, as may be amended from time to time. The bond shall be endorsed to cover third-party liability and shall include a third-party beneficiary clause in favor of the County. The bond shall include a minimum 12-month discovery period when written on a claims-made basis.

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  
for Orange County Mayor

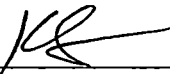
Date: 12.18.18

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

By: *Kate Smith*  
Deputy Clerk  
Clerk/Deputy Clerk of the Board

Date: **DEC 18 2018**

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

By:   
Kim Smith, Executive Director and Chief Operating Officer

Date: 11/19/2018



**ORANGE COUNTY, FLORIDA  
FY 2019 GRANT AGREEMENT  
with  
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.**

**\$104,040 for Small Business Development Center:** County funds shall be used solely to nurture new company spin-offs from UCF faculty and student research, and new technology startups from outside UCF that have the potential for hiring UCF graduates. The County's contribution will be used exclusively to help fund the general operating expenses of the Small Business Development Center activities of UCF and support the following types of activities: 1) administration and equipment acquisition; 2) activities associated with advising UCF faculty and students; 3) activities associated with organizing and hosting events and workshops in areas ranging from intellectual property, patents, and copyrights, to faculty conflict of interest issues and business competitions; and 4) other university-driven initiatives that support entrepreneurship in Orange County. In its marketing efforts, UCF in its capacity as the Small Business Development Center will recognize the important role it plays in the County's economic development strategy.

**\$104,040 for Small Business Development Center - Advisory Board Council:** The sole mission of the Advisory Board Council is to provide advisory boards to small businesses at no cost to such businesses. The County's contribution will be used solely to fund the general operating expenses of UCF's Advisory Board Council and support the following types of activities: 1) soliciting, screening, and selecting companies for the program; 2) recruiting, preparing, and managing volunteers to serve on advisory boards; 3) networking receptions and other events associated with the Advisory Board Council program; and 4) staff development activities in order to better serve advisory boards. In its marketing efforts, UCF in its capacity as the Advisory Board Council will recognize the important role it plays in the County's economic development strategy.

**\$132,925 for UCF Venture Accelerator:** The sole mission of the Venture Accelerator is to nurture new company spin-offs from UCF faculty and student research, and new technology startups from outside UCF that have the potential for hiring UCF graduates. The County's contribution will be used exclusively to help fund the general operating expenses of the UCF Venture Accelerator and support the following types of activities: 1) administration and equipment acquisition; 2) activities associated with advising UCF faculty and students; 3) activities associated with organizing and hosting events and workshops in areas ranging from intellectual property, patents, and copyrights, to faculty conflict of interest issues and business competitions; and 4) other university-driven initiatives that support entrepreneurship in Orange County. In its marketing efforts, UCF in its capacity as the Venture Accelerator will recognize the important role it plays in the County's economic development strategy.

**\$132,924 for UCF Business Incubation Program – Central Florida Research Park:** County funds will be used exclusively for the following types of activities: 1) admitting new client companies into the Business Incubator; 2) graduating companies from the Business Incubator; 3) offering the “Excellence in Entrepreneurship” Certificate Course; 4) consolidating operations and facilities; 5) supporting technology companies that utilize the National Entrepreneur Center; and 6) partnering with other UCF initiatives to coordinate and carry out marketing, education, and networking activities to promote new business creation and growth. In its marketing efforts, UCF in its capacity as the Business Incubator will recognize the important role it plays in the County’s economic development strategy.

**\$208,080 for UCF College of Business Administration - Institute for Economic Competitiveness:** The sole mission of the Institute is to provide economic information and research to support informed economic choices regarding the Central Florida economy. It is further understood that the County’s contribution will be used exclusively to help fund the general operating expenses of the Institute and support the following types of activities: 1) staffing the Institute with a full-time Director, economists, and student interns; 2) publishing quarterly economic forecasts for the nation, the state of Florida, and Florida metropolitan areas; 3) benchmarking Central Florida against other regions and the national economy; 4) staging an economic outlook conference or event; and 5) undertaking other activities that increase both the public’s understanding of the regional economy and the means for improving its performance. In its marketing efforts, UCF in its capacity as the Institute will recognize the important role it plays in the County’s economic development strategy.

**\$68,979 for National Entrepreneur Center (NEC) Central Florida International Trade Office (CFITO):** This office will serve as the regional point of contact for all activities related to international trade and protocol and will act as the liaison between the inquiring party and the relevant regional partners. The Program will support the following types of activities: 1) Hire Program Specialist; 2) Develop an International Trade Database to include, Central Florida exporters, Central Florida importers, listing of resources, assistance and partners in international trade; 3) Gather support materials from regional international trade resources; and 4) Plan, coordinate, and deliver International trade education & events.

**\$26,554 for UCF Second Stage Incubation / GrowFL Program:** Second Stage incubation refers to providing services to companies that are beyond the startup phase, but still small. This process leverages “economic gardening” methodologies focused on helping companies with at least 10, but no more than 100 employees grow their top line sales and help propel a company for rapid growth. UCF provides these services via the GrowFL program.

**\$10,714 for UCF Business Incubator International Soft Landing Program:** The Soft Landing Program has been piloted at UCF since late 2011. This program provides businesses outside the Central Florida region the ability to easily locate satellite offices in

the area at an existing UCF Business Incubation facility. This is especially appealing for international companies looking to establish a presence in the USA. The funding for this initiative will be used to provide operational support and outreach in support of economic development activities targeting companies being recruited into Orange County. In addition, this program will utilize existing Orange County funded economic development programs and resources—such as the UCF Business Incubator and UCF Venture Accelerator

**\$7,650 for Florida Virtual Entrepreneur Center (FLVEC):** The Florida Virtual Entrepreneur Center (FLVEC) is an online directory of resource agencies that serve Florida's entrepreneurs. Business owners have access to a database of local and statewide resources including help with licenses, business mentoring and coaching, networking, and venture capital. The directory can be searched by county and by the state of the business seeking assistance. The site also tells the story of the entrepreneurs across the state, raising their visibility and connecting them to a statewide innovation ecosystem.