



Interoffice Memorandum

October 25, 2023

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

FROM: Roseann Harrington, Mayor's Chief of Staff on behalf of
the Office of Economic, Trade & Tourism Development 

SUBJECT: **November 14, 2023 – Consent Agenda Item**
University of Central Florida Research Foundation, Inc.

Funding in the amount of \$949,046 was provided in the FY 2023-24 adopted budget for the University of Central Florida Research Foundation, Inc. (UCF). The funding is to be distributed amongst the following departments: Small Business Development Center – Advisory Board Council to receive \$112,584; the UCF Small Business Development Center to receive \$112,584; the UCF College of Business Administration – Institute for Economic Competitiveness to receive \$168,609; the UCF Business Incubation Program – Central Florida Research Park to receive \$287,677; UCF Business Incubator Soft Landing Program to receive \$61,592; and the Venture Launch Program to receive \$206,000 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 \$949,046 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, 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 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, Small Business Development Center, Business Incubation Program, and Venture Launch 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, 2023 and ending September 30, 2024, the total sum of Nine Hundred Forty-Nine Thousand Forty-Six and No/100 Dollars (\$949,046) to be allocated as follows:

- (a) One Hundred Twelve Thousand Five Hundred Eighty-Four and No/100 Dollars (\$112,584) for the Small Business Development Center - Advisory Board Council;
- (b) One Hundred Twelve Thousand Five Hundred Eighty-Four and No/100 Dollars (\$112,584) for the UCF Small Business Development Center;
- (c) One Hundred Sixty-Eight Thousand Six Hundred Nine and No/100 Dollars (\$168,609) for the UCF College of Business Administration - Institute for Economic Competitiveness;
- (d) Two Hundred Eighty-Seven Thousand Six Hundred Seventy-Seven and No/100 Dollars (\$287,677) for the UCF Business Incubation Program - Central Florida Research Park;
- (e) Sixty-One Thousand Five Hundred Ninety-Two and No/100 Dollars (\$61,592) for the UCF Business Incubator Soft Landing Program;
- (f) Two Hundred Six Thousand and No/100 Dollars (\$206,000) for the Venture Launch Program.

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, 2024 for the designated purposes 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's contributions of \$949,046 to UCFRF shall be made in one (1) installment upon execution of this Agreement and the County's receipt of an original invoice from UCFRF.

A quarterly-based progress report from each program is due to Orange County Office of Economic, Trade & Tourism Development no later than 30 days after the end of the County's fiscal year quarters ending December 31; March 31; and June 30 as described in Exhibit "B", attached hereto and incorporated herein by this reference. The first report is due no later than January 31; the second report is due by no later than April 30; and, the third quarterly report is due July 31. A final report from each program, to include progress on remaining months not covered by quarterly reports, is due October 1 with required outline explained in Appendix "B". These reports 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.

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 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,

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. UCFRF, UCF and the County each expressly retains 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 by UCF or the County. The County and UCFRF acknowledge and agree that UCFRF represents that it is a direct support organization acting on behalf and as an instrumentality of UCF and that, to the extent permitted but without waiver of sovereign immunity beyond the waiver provided under Florida law, UCFRF retains all rights, benefits, and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes, granted to instrumentalities of state agencies. The Parties further agree that the cap on the amount and liability of UCF and the County 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 section 768.28, Florida Statutes, and that the cap on the amount and liability of UCFRF for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the policy limits of UCFRF's insurance coverage.

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on October 1, 2023 and shall continue until September 30, 2024. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 4. Miscellaneous.

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

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

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

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

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

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

UCFRF: 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: *14 November 2023*

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

By: *Jennifer Lane-Klimetz*
for Deputy Clerk
Clerk/Deputy Clerk of the Board

Date: **NOV 14 2023**

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

By: *Terri Bigham*
Terri Bigham
Associate Director

Date: *9/15/23*

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the total amount of \$949,046 for FY23-24 will be used to support UCFRF's operations, which consist of highly skilled staff in providing entrepreneur and business support.

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

\$112,584 for Small Business Development Center: Funds shall be used solely to provide 1) Strategic Workshop series, designed for businesses who are undertaking growth and expansion and 2) Small Business Institute program, which allows UCF students to participate in hands-on learning experiences by providing management consulting services to local small businesses. 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 local businesses; 3) activities associated with organizing and hosting events and workshops in areas ranging from strategy planning, sales strategies, export strategies, government business opportunities, and digital marketing strategies; 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.

\$112,584 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.

\$287,677 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.

\$168,609 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) participate in Orange County economic outlook conferences and other events; 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.

\$61,592 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.

\$206,000 For Venture Launch Program: Funding will be used exclusively to provide education, coaching, mentorship, and entrepreneurship for students, post-doctoral fellows, and researchers. The goal of the program is to accelerate formation and growth of regional deep technology startup companies, the majority based on UCF technologies. Major initiatives include: 1) continuing to execute, evolve, and expand awareness about the Venture Launch program adopted across the entire university for the formation of spin-out companies from student and researcher founders; 2) continue to manage Entrepreneur-In-Residence (EIR) program under Venture Launch by connecting experienced entrepreneurs and industry leaders with selected researchers, teams, and companies to provide coaching and mentoring with the goal of fostering business formation, development, and growth; 3) participate in monthly group grantee calls with County staff, as well as in utilizing the BizLink Orange web resource provided by the National Entrepreneur Center and the County; and 4) collaborate with other grantee organizations on assisting entrepreneurs and companies in identifying local business assistance resources.

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 each Programs' 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.

Programs funded by the County requiring quarterly reports are:

- UCF Business Incubation Program - Central Florida Research Park
- UCF Business Incubator Soft Landing Program
- Venture Launch Program
- UCF College of Business Administration
- Small Business Development Center
- Small Business Development Center – Advisory Board Council

The schedule for Programs requiring quarterly reports is as follows:

Quarter	Reports Due (no later than)
First (1 st)	January 31
Second (2 nd)	April 30
Third (3 rd)	July 31

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

- Brief summary of the progress of Programs – should include topics shared in any educational offerings 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; any impact metrics or anecdotes of notable connections or outcomes from investor introduction or customer connecting events, etc.
- Updated listing of new clients of Program - 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 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 that can be obtained through best efforts: 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 dollar amount of investment funding secured during the work period as well as listing of investment groups who made investments into portfolio companies; 4) total number of customer and/or partner connections made by Program for client as well as who clients were introduced to; 5) whether Small Business Administration certifications or other designations were obtained as a result of the programs and which ones were obtained; 6) total number of new jobs full or part-time/1099s created within the fiscal year; and 7) 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. For international programs, Program staff should bring up countries to target through outreach, any challenges/concerns incoming businesses face, opportunities for trade incentives/funding/programs, etc.

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

Reports and Communications to UCFRF:

UCFRF
ATTN: Amanda Coveney
12202 Research Parkway Suite 501
Orlando, Florida 32826
Phone: 407-463-1404
FAX: