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

**FY 2025 SMALL BUSINESS DEVELOPMENT
PROGRAMS GRANT AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of October 2024, 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. ("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 Obligation.

1.1 The County has appropriated for the period commencing October 1, 2024 and ending September 30, 2025, the total sum of Nine Hundred Sixty-Eight Thousand Twenty-Seven and No/100 Dollars (\$968,027) to be allocated as follows:

- (a) One Hundred Fourteen Thousand Eight Hundred Thirty-Six and No/100 Dollars (\$114,836.00) for the Small Business Development Center -Advisory Board Council;
- (b) One Hundred One Hundred Fourteen Thousand Eight Hundred Thirty-Six and No/100 Dollars (\$114,836.00) for the UCF Small Business Development Center;
- (c) One Hundred Seventy-One Thousand Nine Hundred Eighty and No/100 Dollars (\$171,980.00) for the UCF College of Business Administration - Institute for Economic Competitiveness;
- (d) Two Hundred Ninety-Three Thousand Four Hundred Thirty-One and No/100 Dollars (\$293,431.00) for the UCF Business Incubation Program Central Florida Research Park;
- (e) Sixty-Two Thousand Eight Hundred Twenty-Four and No/100 Dollars (\$62,824.00) for the UCF Business Incubator Soft Landing Program;
- (f) Two Hundred Ten Thousand One Hundred Twenty and No/100 Dollars (\$210,120.00) 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, 2025 for the designated purposes set forth in Exhibit "A", shall be returned to the County within sixty (60) days. 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 \$968,027 to UCFRF shall be made in two (2) installments of \$484,013.50. Payments are scheduled based on the submission of two performance and financial reports, as outlined in Exhibit "A." The report for the first period (October 1 to March 31) is due no later than April 15, and the report for the final period (April 1 to September 30) is due no later than October 15, as described in Exhibit "B." The final report will determine compliance for future funding. Failure to submit these reports may result in termination of this agreement and make UCFRF ineligible for future County contributions.

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 2-3 51 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, 2024 and shall continue until September 30, 2025. 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 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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. All notices required herein shall be delivered by either certified mail with return receipt requested or in person with proof of delivery. Notice shall be deemed received when (a) personally delivered or (b) on the third business day after mailing by certified mail with return receipt. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate party and address specified below:

COUNTY: Orange County Board of County Commissioners
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

AND

Orange County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32803

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, Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Date: _____

UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.

By: A C ,
Amanda Coveney
Associate Director

Date: 10/23/2024

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the total amount of \$968,027 for FY24-25 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:

\$114,836 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, 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.

\$114,836 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.

\$293,431 for UCF Business Incubation Program - Central Florida Research Park: County funds will be used exclusively for the following types of activities: 1) Supporting new companies accepted into the Business Incubator; 2) Engaging graduate companies of the Program to support current client as mentors, etc.; 3) Providing specialized assistance to clients such as financial and leadership education and training; 4) Relevant facilities operation; 5) Collaborating with other Orlando County funded initiatives for client support;; and 5) 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.

\$171,980 for UCF College of Business Administration-Institute for Economic Competitiveness: The 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, and student interns; 2) publishing in print and electronically quarterly economic forecasts for the nation, the state of Florida, and all of Florida's

metropolitan statistical areas; 3) These forecasts enable the benchmarking Central Florida against other regions in Florida 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 national and regional economies 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.

\$62,824 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 establish and grow US subsidiaries or satellite offices in the area at a 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. The Soft-Landing Program will partner with other key organizations such as the Orlando Economic Partnership, Central Florida International Trade Office, and others for outreach to potential clients and support to current Soft Landing clients.

\$210,120 for Venture Launch Program: Funding will be used exclusively to provide education, coaching, mentorship, and entrepreneurship training for UCF researchers, including students, post-doctoral fellows, faculty, and staff. 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 the Venture Launch Program adopted across entire university for the formation of startup companies from 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 with the target of serving at least 20 clients by providing coaching and mentoring with the goal of fostering business formation, development, and growth; 3) participate in group grantee meetings with County staff, as well as in utilizing the BizLink 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 businesses assistance resources.

Budget

****UCFRF reserves the right to rebudget throughout the term of the Agreement to accomplish each Statement of Work*

\$114,836 for Small Business Development Center:

FY 24 -25 Budget Categories	Amount	Notes on Types of Expenses for the Category
Supplies	\$2,063	Materials needed to support local businesses
Special Event Cost	\$4,000	Hosting events and workshops for local businesses
UCF labor	\$85,806	Salaries for Director and staff
Indirect Costs	\$22,967	Administrative cost
Total	\$114,836	- -

\$114,836 for Small Business Development Center -Advisory Board Council:

FY 24 -25 Budget Categories	Amount	Notes on Types of Expenses for the Category
Supplies	\$1,051	Materials needed to support local businesses
Telephone and Internet	\$720	Communications specific to this project and goal
Facilities	\$5,169	Operations and maintenance of facilities
UCF labor	\$84,929	Salaries for Director and staff
Indirect Costs	\$22,967	Administrative cost
Total	\$114,836	- -

\$293,431 for UCF Business Incubation Program - Central Florida Research Park:

FY 24 -25 Budget Categories	Amount	Notes on Types of Expenses for the Category
Client support services	\$8,755	Mentoring, leadership and media support
Facilities	\$55,610	Operations and maintenance of facilities
UCF labor	\$170,380	Salaries for Director and staff
Indirect Costs	\$58,686	Administrative cost

Total	\$293,431	-
		-

\$171,980 for UCF College of Business Administration- Institute for Economic Competitiveness:

FY 24 -25 Budget Categories	Amount	Notes on Types of Expenses for the Category
Printing/postage	\$25,000	Support and informational materials
Subscriptions and educational materials	\$71,841	Materials to support local businesses
Travel	\$10,000	Travel to support local businesses
UCF labor	\$30,743	Salaries for Director and staff
Indirect Costs	\$34,396	Administrative cost
Total	\$171,980	--

\$62,824 for UCF Business Incubator International Soft Landing Program:

FY 24 -25 Budget Categories	Amount	Notes on Types of Expenses for the Category
Client support services	\$13,509	Mentoring, leadership and media support
Facilities	\$11,124	Operations and maintenance of facilities
UCF labor	\$25,626	Salaries for Director and staff
Indirect Costs	\$12,565	Administrative cost
Total	\$62,824	-
		-

\$210,120 for Venture Launch Program:

FY 24 -25 Budget Categories	Amount	Notes on Types of Expenses for the Category
Materials and supplies	\$2,000	General supplies to serve the goals of fostering business formation, development, and growth
Speakers/vendors/subscriptions	\$5,000	Expanding support for local businesses

Marketing/promotion	\$3,000	Support and informational materials
Travel	\$2,000	Travel to support local businesses
EIR (consultant)	\$15,000	Entrepreneur-in-Residence (EIR) program consultant to support local businesses
UCF labor	\$141,096	Salaries for Director and staff
Indirect Costs	\$42,024	Administrative cost
Total	\$210,120	--

EXHIBIT B

The following reports are to be submitted to the Office Economic, Trade & Tourism Development as indicated:

1) Within 15 days of the end of each six-month period, UCFRF shall provide the County with a copy of each Programs' performance and financial reports of the agency's activities/programs/services. Reporting periods shall end on March 31 and September 30.

Programs funded by the County requiring semiannual 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 reports is as follows:

Invoice	Period	Reports and Invoices Due
1	October 1– March 31	April 15
2	April 1 – September 30	October 15

Within each semiannual 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 (if available), 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 30 - adding a progress column to the semiannual 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, 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: 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
12201 Research Parkway Suite 501
Orlando, Florida 32826
Phone: 407-463-1404
FAX: