



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-1478, **Version:** 1

Interoffice Memorandum

DATE: October 29, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Roseann Harrington, Chief of Staff

FROM: Dennis Holste, Economic Development Administrator

CONTACT: Alyssa Baracat, Economic Development Program Coordinator

PHONE: 407-836-7314

DIVISION: Office of Economic, Trade and Tourism Development

ACTION REQUESTED:

Approval and execution of Orange County, Florida and University of Central Florida Research Foundation, INC. FY 2026 NEC Grant Agreement and authorization to disburse \$317,775. (Office of Economic, Trade and Tourism Development)

PROJECT: N/A

PURPOSE: The purpose of this agreement is to position the National Entrepreneur Center (NEC) as the regional hub for entrepreneurial assistance through marketing, programming and resource enhancements. The University of Central Florida Research Foundation, Inc. has applied to the County for grant funding for small business programs operated in association with the NEC.

BUDGET: \$317,775

**ORANGE COUNTY,
FLORIDA AND
UNIVERSITY OF CENTRAL FLORIDA RESEARCH**

FOUNDATION, INC. FY 2026 NEC GRANT AGREEMENT

THIS AGREEMENT (“Agreement”), made and entered into this 1st day of October 2025, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County,” and UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC., hereinafter referred to as “UCFRF”, a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“UCF”), for the benefit of the National Entrepreneur Center (“NEC”).

WITNESSETH:

WHEREAS, the UCFRF has applied to the County for grant funding for small business programs operated in association with the National Entrepreneur Center; and

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

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

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

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

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

Section 1. County’s Obligation.

1.1 The County has appropriated for the period commencing October 1, 2025, and ending September 30, 2026, a total sum not to exceed Three Hundred Seventeen Thousand Seven Hundred Seventy-Five and 00/100 Dollars (\$317,775.00) (“County Contribution”) to reimburse UCFRF solely for the purposes set forth in Exhibit “A”. Any funds not spent or

encumbered by September 30, 2026, for the designated purpose set forth in Exhibit "A" shall be returned to the County within sixty (60) days. The County Contribution shall be made in two installments of One Hundred Fifty-Eight Thousand Eight Hundred and Eighty-Seven and 50/100 Dollars (\$158,887.50).

1.2 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.

1.3 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.

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

Section 2. UCFRF's Obligation.

2.1 Representation of UCFRF. The UCFRF represents that it will use its best efforts to develop and promote small business and entrepreneurs in Central Florida, which should include partnering with Orange County Office of Economic, Trade & Tourism 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". Reporting shall contain a standardized format including an Executive Summary, Table of Contents, detailed breakdown by programming, participant data, financials, and other specified sections pertaining to, as required by the agreement. All fonts in reporting should be legible and in Times New Roman 12 pt. format to ensure readability. A standardized reporting template to be provided upon request. 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 Annual Financial Audit. The UCFRF shall obtain an independent organizational financial audit annually for the duration of this Agreement, conducted by a Florida-licensed certified public accountant and provide the results of the audit to the County within sixty (60) days of receipt by UCFRF.

2.8 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.

2.9 Indemnification. The County and UCFRF acknowledge and agree that UCFRF represents that it is a direct support organization acting on behalf of and as an instrumentality of the University of Central Florida ("UCF"), and that, to the extent permitted but without waiver of sovereign immunity beyond the limited waiver provided under Florida law, UCFRF retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, as granted to instrumentalities of state agencies.

Subject to the liability caps set forth in Section 768.28 Florida Statutes and without waiver of sovereign immunity, the UCFRF agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way connected with the performance by UCFRF under this Agreement.

Section 3. Term, Termination, and Notice.

3.1 Term and Termination. The term of this Agreement is for one year and

shall commence on October 1, 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.

3.2 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 Attn:
Economic Development Administrator 201 S. Rosalind
Avenue, 5th Floor
Orlando, Florida 32801

AND

Orange County Administrator
201 S. Rosalind Avenue, 5th
Floor Orlando, Florida 32801

UCFRF: University of Central Florida Research Foundation, Inc.
ATTN: Amanda Coveney
3100 Technology Parkway, Suite 201
Orlando, Florida 32826

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. 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.

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. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Brynn L. Brooks

Jerry L. Demings
Orange County Mayor

Date: 18 November 2025

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

By: Jennifer Ann Klimetz
Deputy Clerk

Nov 18 2025

Date: _____

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

By: A C
Amanda Coveney, Associate Director

Date: 10/29/2025

EXHIBIT “A”

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$317,775 for FY25-26 will be used to support NEC’s operations, which consist of highly skilled staff providing expertise in international trade and entrepreneurial ecosystem building. These funds will contribute to Orange County-driven programs managed by the NEC, which include the Central Florida International Trade Office and the Central Florida BizLink program. These programs offer a range of valuable resources, including free educational workshops, one-on-one business coaching, and engaging events that provide valuable information and connections for small business owners in Orange County. Additionally, NEC will participate in Eight (8) Economic Support Organizations meetings per year. Four (4) in-person meetings and Four (4) virtual group grantee calls with County staff.

NEC is expected to deliver the following program initiatives by September 30, 2026:

- Manage and maintain the regional implementation of the Central Florida BizLink initiative to improve and accelerate the community connections to Entrepreneur Service Organizations throughout Central Florida.
- Participation in monthly group grantee calls with County staff, as well as assisting other Orange County grantees on the delivery and promotion of Central Florida BizLink information.
- Partners with Orange County and other external organizations on the marketing and promotion of other regional programs within the local entrepreneur-supporting ecosystem
- Host an annual grantee meeting at NEC.
- Host an annual event that brings together OC network of grantees with residents.
- Manages, grows, and increases awareness of the Central Florida International Trade Office to expand regional export and import opportunities.

Specific initiatives proposed to be performed during the FY25-26 budget year include:

1) Ongoing Implementation and Management of Central Florida BizLink

On behalf of Orange County, the NEC will continue to dedicate a Program Director to oversee the successful operation and growth of the Central Florida BizLink initiative across the 6- county region. The NEC will continue to support, promote, and engage with, streamline efficiency and access to; and provide collected data to the business support/resource partner organizations showing the needs and services requested by entrepreneurs. Continued marketing and collaboration between Orange County, the NEC, and its Central Florida BizLink resource partners will occur, with Program Director working to directly secure community engagement/participation, as well as actively recruiting participation from economic development organizations within the region.

The NEC Executive Team will manage and procure the renewal, development, or enhancement of the CFLBizlink platform, whether through purchase, customization, or new software solutions, while continuing to secure regional entrepreneurial support organization partnerships.

2) Ongoing Implementation and Management of the Central Florida International Trade Office (CFITO)

The NEC's Central Florida International Trade Office (CFITO) provides comprehensive support to Orange County businesses engaged in or exploring international trade. Through tailored counseling, CFITO helps small businesses become export-ready and navigate global markets with confidence.

CFITO hosts impactful events including workshops, webinars and delivers regional presentations on a range of trade topics. As part of its year-round trade development efforts, the office connects businesses with export opportunities and trade leads as they become available.

A designated Regional Export Promotion Partner (REPP) of the Export-Import Bank of the United States (EXIM), CFITO assists businesses with EXIM's trade finance tools, such as loan guarantees and export credit insurance.

In addition, CFITO strengthens international relationships by hosting foreign delegations, and international trade groups, that connect clients with public and private sector resources & works towards direct economic opportunities within Orange County & Central Florida.

The office also convenes the regional International Relations Committee, to ensure awareness of international visits and opportunities with economic development offices from across the region. This committee has reduced the amount of duplicative work performed by various governments, for visiting delegations. Lastly, CFITO also serves as a hub for regional trade intelligence, producing the annual Central Florida Export Report and creating targeted fact sheets on sectors, markets, and countries

PI Budget		Funds Requested	
Budget Cost Category	RATE	Year 1	Total Project
A. Direct Labor - Key Personnel			
PI - Belinda Kirkegard, CEO	\$ 19,956		
Subtotal Salary	\$ 19,956	\$ 19,956	
Direct Labor - Other Personnel			
Julie Matthews, COO	\$ 13,172		
Monique Wilson - USPS	\$ 7,390		
\$	-		
Carmine Corporan - USPS	\$ 4,992		
CFITO Program Director - Rogor Colon	\$ 48,936		
CFL BizLink Program Director - Katy Cook	\$ 70,000		
\$	-		
\$	-		
Subtotal Other Personnel	\$ 144,490	\$ 144,490	
B. Fringe Benefits			
Faculty	32%	\$ -	
Executives	34%	\$ -	
COM-Clinical (12 month)	22%	\$ -	
A&P	41%	\$ 65,591	
USPS	54%	\$ 2,696	
Post Doctoral Associates	20%	\$ -	
Students	2%	\$ -	
OPS	11%	\$ -	
Subtotal Fringe		\$ 68,287	\$ 68,287
Total Labor Costs (A+B)		\$ 232,733	\$ 232,733
C. Direct Costs - Equipment		\$ -	\$ -
D. Direct Costs - Travel			
Domestic Travel		\$ -	
Foreign Travel		\$ -	
Total Travel Costs		\$ -	\$ -
E. Direct Costs - Participant/Trainee Support			
Tuition/Fees/Health Insurance		\$ -	
Stipends		\$ -	
Travel		\$ -	
Subsistence		\$ -	
Other		\$ -	
Total Participant/Trainee Support Costs		\$ -	\$ -
F. Other Direct Costs			
Bizlink License renewal		\$ 21,500	
\$		\$ -	
IT Support		\$ 5,000	
Marketing/Promotion		\$ 25,153	
Event Expense		\$ 500	
Travel		\$ 4,000	
Tuition			
Other: Rent		\$ -	
Total Other Direct Costs		\$ 56,153	\$ 56,153
G. Total Direct Costs (A+B+C+D+E+F)		\$ 288,886	\$ 288,886
H. Indirect Costs	10%	\$ 28,889	\$ 28,889
I. Total Direct and Indirect Costs (G+H)		\$ 317,775	\$ 317,775
		TOTAL PI BUDGET	\$ 317,775

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING ATTORNEY'S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.

Exhibit “B”

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

1) NEC shall provide the County with a copy of its Bi-Annual performance and financial report of its activities/programs/services. A spreadsheet shall be provided outlining clients served to ensure alignment with programming goals. In cases where Grantee has been awarded multiple grants, staff should make every effort to prevent duplicating efforts and ensure that resources are allocated efficiently and strategically. Reporting periods shall be in accordance with the following schedule:

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

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

1. The NEC will provide a bi-annual report that will be based on the following five key metrics used to judge Central Florida BizLink program success:
 1. Total Number of Website Visitors*
 2. Total Number of Resource Navigator Searches*
 3. Total Number of Unique Users in the CRM*
 4. Total Number of Referrals to Other Organizations*
 5. Total Number of Website Page Visits*

*Notes items that are defined in the glossary of terms noted in each of the annual reports

Any additional details collected on the user's interaction with the platform with regards to the types of services they are seeking, industry information, as collected and produced from the Central Florida BizLink platform as outlined in Exhibit A of this document.

The County shall be provided with a list of Orange County users within the Central Florida BizLink platform which will include all data that we have been able to collect on each user to date with each report.

2. The NEC will provide a bi-annual report that will be based on the following five key metrics used to judge the Central Florida International Trade Office program activities:
 1. Number of one-on-one business counseling for “how to” export or import information.
 2. Production of the Annual Central Florida Export Report
 3. Country or sector trade fact sheets produced and for who.
 4. Number of Workshops or webinars on topics of interest to small business around trade.
 5. Number of Presentations to local organizations or visiting delegations on value of trade to Central Florida.

Any additional detailed collected to help showcase the impact of the CFITO program will also be included in each report during performance period.

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

Additional Reporting Requirements:

2) Within 60 days of its release, UCFRF shall provide the County with a copy of the required external financial audit report. In addition, UCFRF shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

Reports and Communications to the COUNTY:

Orange County. Office of Economic, Trade & Tourism Development
ATTN: Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801
Phone: (407) 836-7314
Fax: (407) 836-7399

Reports and Communications to NEC:

National Entrepreneur Center
ATTN: Belinda Ortiz Kirkegard, President
3201 E. Colonial Drive, Suite A20
Orlando, Florida 32803
Phone: 407-420-4848
EMAIL: belinda@nationalec.org