
**ORANGE COUNTY, FLORIDA
AND
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
FY 2025 NEC GRANT AGREEMENT**

THIS AGREEMENT ("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., 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, 2024, and ending September 30, 2025, the total sum of Three Hundred Seventeen Thousand Seven Hundred Seventy-Five and no/100 Dollars (\$317,775.00) ("County Contribution") to be administered and disbursed by the UCFRF solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2025, for the designated purpose set forth in Exhibit "A" shall be returned to the County within sixty (60) days. At UCFRF's written request and for good cause shown, the Economic Development Administrator may, at their sole discretion, grant UCFRF up to six (6) 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 \$317,775 to UCFRF shall be made in two (2) installments of One Hundred Fifty-Eight Thousand Eight Hundred and Eighty-Seven dollars and 50/100 cents (\$158,887.50). 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.

1.2 No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County.

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

Section 2. UCFRF's Obligation.

2.1 Representation of UCFRF. The UCFRF represents that it will use its best efforts to develop and promote small business and entrepreneurs in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

2.2 Intentionally Omitted.

2.3 Unlawful Discrimination. The UCFRF, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

2.4 Accounting. The UCFRF will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. The UCFRF agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". 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 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, the UCFRF shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

Section 3. Term, Termination, and Notice.

3.1 Term and Termination. The term of this Agreement is for one year and shall commence on October 1, 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.

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 32832

AND

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

UCFRF: University of Central Florida Research Foundation, Inc.
ATTN: Amanda Coveney
12201 Research Parkway, Suite 501
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 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.

4.6 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.

4.7 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.

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

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

4.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in

the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

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

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
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: Amy
Amanda Coveney, Associate Director

Date: 10/23/2024

Exhibit “A”

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$317,775 for FY24-25 will be used to support NEC’s operations, which consists 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 includes 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.

NEC is expected to deliver the following program initiatives by September 30, 2025:

- 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 residence.
- 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 FY24-25 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 Manager 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 Manager working to directly secure community engagement/participation, as well as actively recruiting the participation from economic development organizations within the region.

The NEC Executive Team will manage and procure the renewal of the Source link platform and the upgrade to their enterprise addition and continue securing 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 interested in international trade. The NEC offers tailored counseling, that guides small businesses through the process of becoming export ready. The office organizes impactful events (workshops and webinars) and delivers presentations around the region on a variety of trade topics. CFITO also fosters connections through hosting foreign delegations and introducing clients to resource providers (both public and private sector) in hopes to enhance trade opportunities for the region. CFITO also serves as the one-stop-shop for regional trade data and produces the Central Florida Export Report and fact sheets for specific sectors, markets and countries. A new objective for the CFITO office, within the next 2 years, is to pursue federal resources to take a small delegation of Central Florida identified target industry companies to a relevant expo in one of our top 5 identified target foreign markets to directly export Central Florida products or services.

PI Budget			
Budget Cost Category	RATE	Funds Requested	
		Year 1	Total Project
A. Direct Labor - Key Personnel			
PI - Belinda		\$ 23,948	
Subtotal Salary		\$ 23,948	\$ 23,948
Direct Labor - Other Personnel			
Julie Matthews		\$ 16,465	
Monique Wilson USPS		\$ 6,335	
		\$ -	
Lisa Busto - USPS		\$ 6,780	
CFITO Program Director		\$ 49,089	
Katy Cook		\$ 61,545	
		\$ -	
		\$ -	
Subtotal Other Personnel		\$ 140,214	\$ 140,214
B. Fringe Benefits			
Faculty	32%	\$ -	
Executives	34%	\$ -	
COM-Clinical (12 month)	22%	\$ -	
A&P	41%	\$ 64,526	
USPS	54%	\$ 3,661	
Post Doctoral Associates	20%	\$ -	
Students	2%	\$ -	
OPS	11%	\$ -	
Subtotal Fringe		\$ 68,187	\$ 68,187
Total Labor Costs (A+B)		\$ 232,349	\$ 232,349
C. Direct Costs - Equipment		\$ -	\$ -
D. Direct Costs - Travel			
Domestic Travel		\$ -	
Foreign Travel		\$ -	
Total Travel Costs		\$ -	\$ -
E. Direct Costs - Participant/Trainee Support Costs			
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		\$ 25,537	
Event Expense		\$ 1,500	
Travel		\$ 3,000	
Tuition			
Other: Rent		\$ -	
Total Other Direct Costs		\$ 56,537	\$ 56,537
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 Biz Link Orange’s 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 BizLink Orange platform as outlined in Exhibit A of this document.

The County shall be provided with a list of users within the BizLink Orange 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:

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) 836-7314
Fax: (407) 836-7399

Reports and Communications to NEC:

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

Exhibit “C” - (Report Sample)



BIZLINK ORANGE
Powered by the National Entrepreneur Center

Top 5 Key Metrics/Measurements for Success (September 1, 2021 - August 25, 2022)

1. Total Number of Website Visitors¹: 8,880 Unique Users
2. Total Number of Resource Navigator Searches²: 2,234
3. Total Number of Unique Users³ in CRM: 807
4. Total Number of Referrals to Other Organizations⁴: 1,074
5. Total Number of Website Page Visits⁵: 36,787

Tip: The superscript numbers are cross-referenced in the Glossary of Terms at the back of this Report.

ABOUT THE WEBSITE VISITORS:

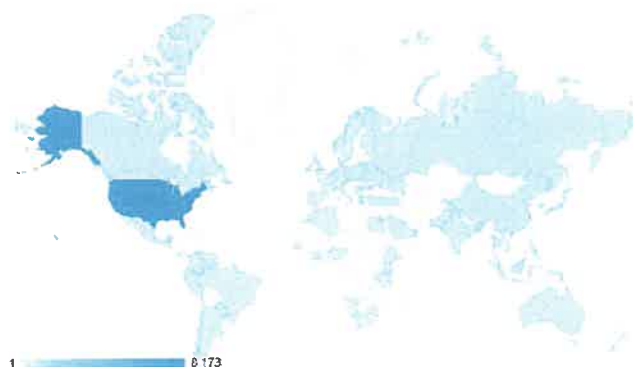
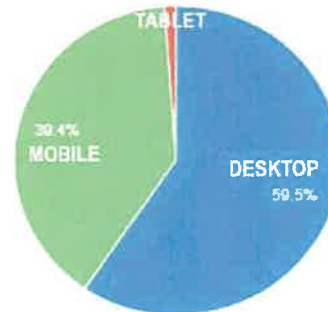
Total Number of Website Visitors: 8,880

Total # of Sessions⁶: 15,276

■ New Visitor ■ Returning Visitor



What device are people using?



Where do they live? Americas 8,313 | Asia 359 | Europe 184 | Africa 37 | Oceania 14



BIZLINK ORANGE
Powered by the National Entrepreneur Center

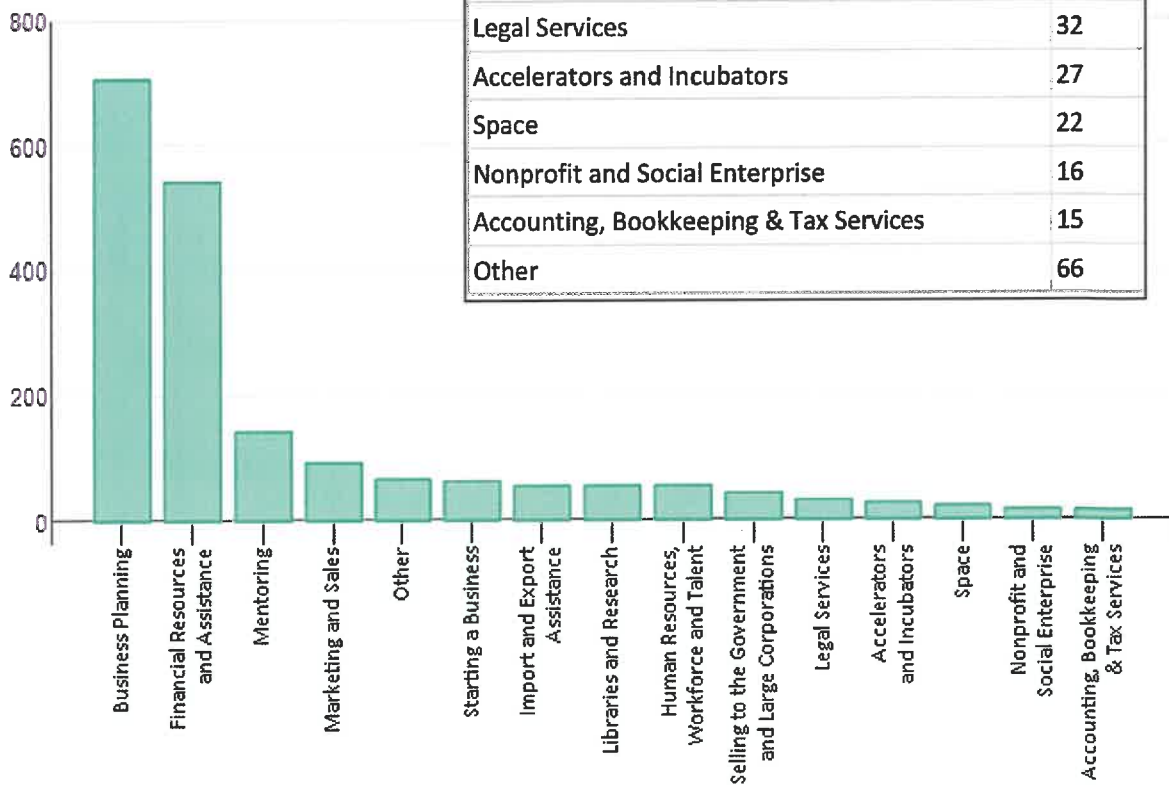
ABOUT THE RESOURCE NAVIGATOR

Total Number of Resource Navigator Searches: 2,234
(Includes what was searched & prevalence)

From September 1, 2021 to August 25, 2022, entrepreneurs completed 2,234 Resource Navigator searches, resulting in 48,121 Online Referrals⁷ to resource partners.

The most requested types of assistance included:

Assistance Requested	Count
Business Planning	706
Financial Resources and Assistance	542
Mentoring	143
Marketing and Sales	93
Starting a Business	63
Import and Export Assistance	55
Libraries and Research	55
Human Resources, Workforce and Talent	55
Selling to the Government and Large Corporations	43
Legal Services	32
Accelerators and Incubators	27
Space	22
Nonprofit and Social Enterprise	16
Accounting, Bookkeeping & Tax Services	15
Other	66

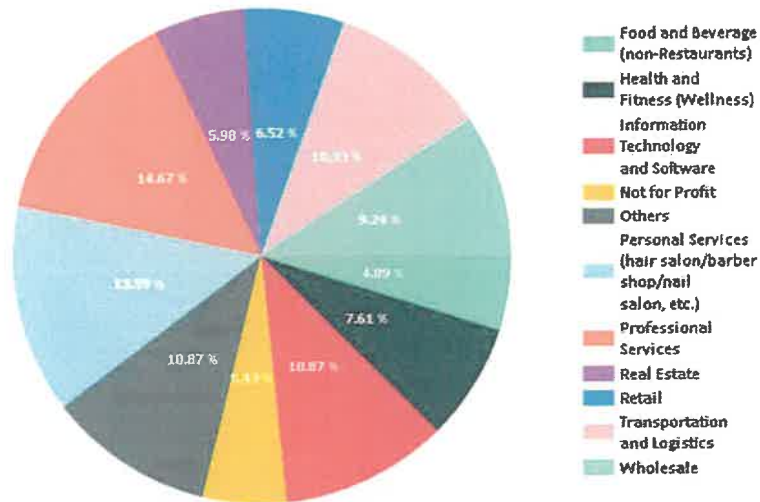




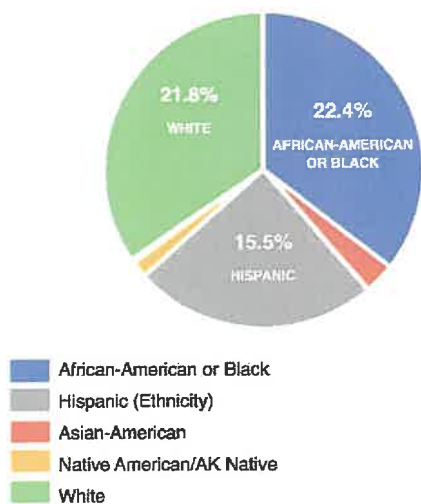
BIZLINK ORANGE
Powered by the National Entrepreneur Center

Entrepreneurs and owners from a range of businesses seek assistance through The Resource Navigator. The following two charts show requests by industry and business stage.

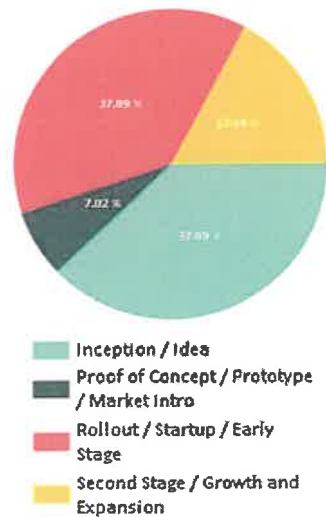
Website Requests for Assistance - By Industry



Website Requests for Assistance - By Ethnicity



Website Requests for Assistance - By Stage of Business



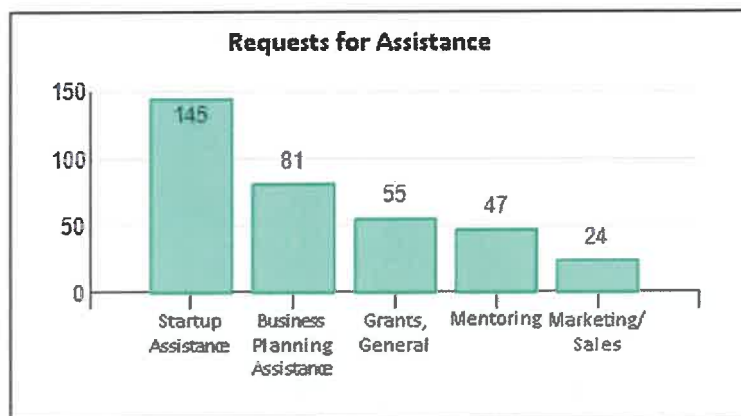


BIZLINK ORANGE
Powered by the National Entrepreneur Center

Total Number of Individual Profiles³: 807

Our clients' top five requests for assistance through the Hotline⁸ and/or email were:

Service Type	Service Count
Startup Assistance	145
Business Planning Assistance	81
Grants, General	55
Mentoring	47
Marketing/Sales	24



Total Number of Referrals to Other Organizations: 1,074

Number of Website Page Visits: 36,787

Fun Fact

Over 181 Personal
Action Plans
have been requested
since the program
launched

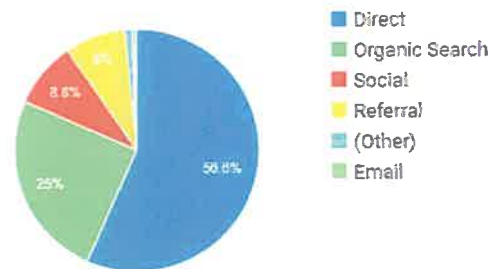


BIZLINK ORANGE
Powered by the National Entrepreneur Center

What people see when they are on the BizLink Orange website:

Page	Pageviews	% Pageviews
1. /	11,980	33.37%
2. /resources/	2,818	7.85%
3. /events/	1,761	4.90%
4. /personal-action-plan/	1,704	4.75%
5. /business-startup-guide/	1,669	4.65%
6. /about/	1,241	3.46%
7. /join-the-network/	872	2.43%
8. /business-licensing-guide/	720	2.01%
9. /business-funding-guide/	619	1.72%
10. /resources/become-a-partner/	542	1.51%

Top Channels



"It's great to have your organization as a strategic partner in my business journey and trust me, I am very glad to utilize your available resources and services to help build a successful business."

***Regards,
Ibrahim Soaga
BizLink Orange Client***

Note: Ibrahim learned about BizLink Orange at the *Ready to Grow Your Business?* event in Sanford in June. He has since requested a Personal Action Plan and attended another event at the NEC. He is pictured here proudly wearing his BizLink Orange t-shirt!