



Interoffice Memorandum

November 16, 2023

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

FROM: Dennis Holste, Economic Development Administrator
Office of Economic, Trade & Tourism Development 

THRU: Roseann Harrington, Chief of Staff 
Mayor's Office

SUBJECT: **November 28, 2023 – Consent Agenda Item**
University of Central Florida Research Foundation, Inc.
National Entrepreneur Center and Central Florida International
Trade Office

Funding in the amount of \$311,544 was provided in the FY 2023-24 adopted budget for the University of Central Florida Research Foundation, Inc., 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 \$311,544 as provided in the FY 2023-24 adopted budget.

BCC Mtg. Date: November 28, 2023

**ORANGE COUNTY, FLORIDA
AND
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
FY 2024 GRANT AGREEMENT**

THIS AGREEMENT (“Agreement”), made and entered into this 1 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 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, 2023 and ending September 30, 2024, the total sum of Three Hundred Eleven Thousand Five Hundred Forty-Four Dollars (\$311,544.00) (“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, 2024 for the designated purpose set forth in Exhibit “A” shall be returned to the County. 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 \$311,544 to UCFRF shall be made in four (4) installments of seventy seven thousand and eight hundred and eighty six dollars and no cents (\$77,886) based on the following dates and contingent upon the satisfactory receipt of three (3) quarterly performance and financial reports of the agency’s activities/programs/services as described in Exhibit “A.” Each quarterly report is due to Orange County

Office of Economic, Trade & Tourism Development within 30 days after the end of each quarter ending December 31; March 31; and June 30 as described in Exhibit "B." The first quarter's installment payment will be paid by the end of November or within 30 days after the execution date of this Agreement and receipt of invoice. The three remaining installment payments shall be paid within 30 days of receipt of each prior quarter report. The first quarterly report is due no later than January 31; the second quarterly report is due by no later than April 30; and, the final quarterly report is due by no later than July 31.

Performance reports are due to Orange County Office of Economic, Trade & Tourism Development as described in Exhibit "B", attached hereto and incorporated herein by this reference. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement.

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". 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 and Termination.

3.1 Term and Termination. The term of this Agreement is for one year and shall commence on October 1, 2023. 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 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, 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.

4.7 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.

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Brynn Brooks
At Jerry L. Demings
Orange County Mayor



Date: 28 November 2023

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

By: [Signature]
Deputy Clerk

Date: 11/28/23

UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.

By: Terri Bigham
Terri Bigham, Associate Director

Date: November 13, 2023

Exhibit “A”

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$311,544.00 for FY23-24 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 BizLink Orange 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, 2024:

- Manage and maintain the regional implementation of the BizLink Orange 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 BizLink Orange 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.
- Assist Orange County staff with the continued updated delivery and improvement of “311 for Business”.
- 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 FY23-24 budget year include:

1) Re-positioning of “311 for Business”

The National Entrepreneur Center (NEC) will collaborate with Orange County’s Economic Development Department and 311 Division on ways to enhance awareness of Orange County’s 311 for Business initiative. The NEC team will compile usage data, update information for County operators, foster connections, and generate reports and help create awareness of this valuable initiative within our entrepreneurial eco-system.

2) Ongoing Implementation and Management of BizLink Orange

On behalf of Orange County, the NEC will continue to dedicate a Program Manager to oversee the successful operation and growth of the BizLink Orange initiative across the Central Florida 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 BizLink Orange 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 Sourcelink platform and has set goal of securing an additional 20 regional entrepreneurial support organization partnerships, to reach a total of 125, which will be mapped and placed into the system by Sept. 30, 2024.

3) 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. We offer tailored counselling, guiding small businesses in evaluating trade suitability and enhancing export readiness. The office organizes impactful events (workshops and webinars) and delivers presentations around the region on a variety of trade topics. We also foster connections through hosting foreign delegations and introducing clients to resource providers (both public and private sector). 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 and markets.

OC FY 2023_24 BizLink Orange & CFITO Programs

10/01/2023-09/30/2024

PI Budget			
Budget Cost Category	RATE	Funds Requested	
		Year 1	Total Project
A. Direct Labor - Key Personnel			
PI - Belinda	12.00%	\$ 18,600	
Subtotal Salary		\$ 18,600	\$ 18,600
Direct Labor - Other Personnel			
Julie Matthews	10.00%	\$ 10,657	
Monique Wilson USPS	12.17%	\$ 4,050	
		\$ -	
Lisa Busto - USPS	20.00%	\$ 7,254	
Chris Legett	0.00%	\$ 42,351	
Katy Cook	100.00%	\$ 59,752	
Lucis Alvarado	12.10%	\$ 4,843	
		\$ -	
Subtotal Other Personnel		\$ 128,907	\$ 128,907
B. Fringe Benefits			
Faculty	31%	\$ -	
Executives	32%		
COM-Clinical (12 month)	21%		
A&P	41%	\$ 55,843	
USPS	53%	\$ 5,993	
Post Doctoral Associates	23%		
Students	2%		
OPS	14%	\$ -	
Subtotal Fringe		\$ 61,836	\$ 61,836
Total Labor Costs (A+B)		\$ 209,343	\$ 209,343
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		\$ 17,500	
ADP/Computer			
IT Support		\$ 5,236	
Marketing/Promotion		\$ 7,656	
Event Expense		\$ 3,000	
Travel		\$ 6,500	
Tuition			
Other			
Total Other Direct Costs		\$ 39,892	\$ 39,892
G. Total Direct Costs (A+B+C+D+E+F)		\$ 249,235	\$ 249,235
H. Indirect Costs	25%	\$ 62,309	\$ 62,309
I. Total Direct and Indirect Costs (G+H)		\$ 311,544	\$ 311,544
TOTAL PI BUDGET			\$ 311,544

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 quarterly performance and financial reports of the it’s activities/programs/services to Marthaly Irizarry at Marthaly.Irizarry@ocfl.net in accordance with the following schedule:

Invoice	Quarter	Period	Reports and Invoice Due
1	Agreement Execution		By October 31
2	1	October 1 - December 31	By January 31
3	2	January 1 - March 31	By April 30
4	3	April 1 - June 30	By July 31

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

1. The NEC will provide quarterly reports 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 continue to work in conjunction with the County’s 311 Department to deliver timely information to Orange County residents looking to start or grow their business. The NEC will compile the quarterly data collected by OC 311 operators on a monthly basis which will include all information provided by 3-1-1. NEC will work to enhance awareness of OC 3-1-1 initiative and report on efforts as such. NEC will survey callers who submit contact information to 3-1-1 and compile the data that could be captured to include in each report along with any recommendations or continual improve that could be

made to this program initiative.

3. The NEC will provide quarterly reports 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 to be provided no later than September 30, 2024.

Additional Reporting Requirements:

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: Marthaly Irizarry, Economic Development Coordinator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802
Phone: (407) 836-7314
Fax: (407) 836-7399
EMAIL: Marthaly.Irizarry@ocfl.net

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