
**ORANGE COUNTY, FLORIDA
AND
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
FY 2022-23 GRANT AGREEMENT**

THIS AGREEMENT (“Agreement”), made and entered into this 1 day of October 2022, 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 a donation of funds for the operations of the UCFRF; 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, 2022 and ending September 30, 2023, the total sum of Two Hundred Thirty Thousand Dollars (\$230,000.00) (“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, 2023 for the designated purpose set forth in Exhibit “A”, shall be returned to the County. Upon receipt of a written request from the UCFRF, the County Administrator, or designee, may grant an extension for the UCFRF to spend or encumber the County Contribution. The County Contribution shall be made in four (4) equal installments of Fifty-Seven Thousand Five Hundred Dollars (\$57,500.00) on the following dates and contingent upon the County’s receipt of a fully-executed Agreement, as well as an invoice, and then three (3) performance and financial reports of the UCFRF’s activities/programs/services as described in Exhibit “A.” Each report is due to Orange County Office of Economic, Trade & Tourism Development no later than 30 days after the end of the quarters ending December 31; March 31; and June 30 as described in Exhibit “B”, attached hereto and incorporated herein by this reference.

The first installment payment will be paid by the end of November 2022 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 report. The first report is due no later than January 31; the second report is due by no later than April 30; and, the final report is due by no later than July 31. A final report, to include progress on remaining months not covered by quarterly reports, is due September 1 with required outline explained in Appendix "B". This final report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement.

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 shall begin on October 1, 2022 and shall continue until September 30, 2023, unless extended by written modification to the Agreement, signed by both parties. 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

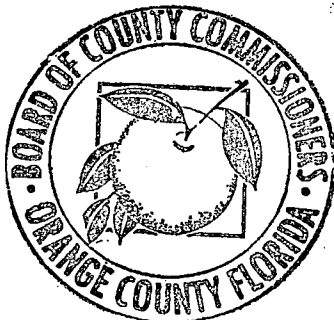
4.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of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

4.10 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

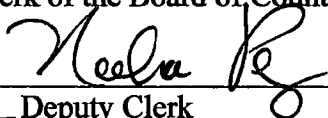
By: Board of County Commissioners



By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

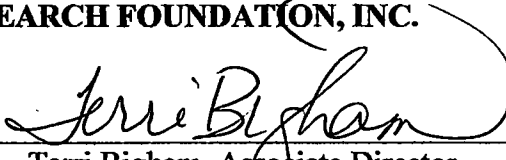
Date: 29 Nov 22

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

By: 
Deputy Clerk

Date: NOV 29 2022

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

By: 
Terri Bigham, Associate Director

Date: NOV 17, 2022

Exhibit “A”

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$230,000.00 for FY22-23 will be used to support NEC’s operations, which consist of highly skilled and experienced staff for providing community coordination, training, event hosting, and other assistance for entrepreneur support organizations (resource partners).

NEC is expected to deliver the following major initiatives by September 30, 2023:

- 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
- Assist in the continued updated delivery and improvement of “311 for Business”, working with Orange County staff
- 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
- Partner with Orange County and other external organizations on the marketing and promotion of other regional programs within the local entrepreneur-supporting ecosystem

Specific initiatives proposed to be performed during the FY21-22 budget year include:

1) Ongoing Support of “311 for Business”

The National Entrepreneur Center will continue to work in conjunction with Orange County’s Economic Development Department and 311 Division, to support the ongoing implementation of Orange County’s 311 for Business initiative. The NEC team will continue to work with the County to compile usage data, update Information County operators utilize, grow connections, and produce reports. Reports will include any identified “gaps” within the entrepreneurial eco-system or process improvements that could be optimized to meet the needs of Orange County residents and businesses.

2) Ongoing Implementation and Management of BizLink Orange

On behalf of Orange County, the NEC will procure the renewal of the SourceLink online platform used to support the BizLink Orange initiative while continuing to manage the daily operations surrounding the online platform. The NEC’s management team will continue to support, promote, and manage the community resource to streamline efficiency and access to local resources for local entrepreneurs.

The NEC will continue to advocate and support Orange County’s marketing roll-out for the BizLink Orange platform within the identified 6 County region and continue to dedicate a program manager to oversee the successful operation of this program. The NEC Executive Team will continue to work closely with Orange County staff and regional partners to ensure the continued growth of this initiative to the 6-county region. It’s expected that the NEC would continue to engage community support organizations through Central Florida to grow the amount of resource partners over the next year to identify and attract additional resources to the BizLink platform. By providing tracking and engagement data to the various resource partner organizations, each organization will discover the needs that are being requested and the community services being requested of their individual organization. By reducing duplication of services and providing standardized tools for each non-profit entity the efficiency of each organization will benefit, while the region will leverage the services of each resource provider. The NEC will set a goal of an additional 25 regional

entrepreneurial support organizations for a total of 105 that are mapped and placed into the system by Sept. 30, 2023. Orange County shall continue to assist the NEC in recruiting and securing economic development organization's participation as well as assistance in the continued marketing and promotion of BizLink Orange to assist in procuring community engagement and participation.

PI Budget			
Budget Cost Category	RATE	Funds Requested	
		Year 1	Total Project
A. Direct Labor - Key Personnel			
PI - Jerome Ross - CEO	6%	\$ 8,457	
Subtotal Salary		\$ 8,457	\$ 8,457
Direct Labor - Other Personnel			
Julie Matthews - COO	29.1%	\$ 27,366	
Monique Wilson - OPS	25%	\$ 6,682	
Katy Cook - Program Manager	100%	\$ 58,000	
Lisa Busto - Director of Community Outreach	34.5%	\$ 12,196	
	0	\$ -	
	0	\$ -	
	0	\$ -	
OPS	0	\$ -	
Subtotal OPS		\$ 104,244	\$ 104,244
B. Fringe Benefits			
PI	39%	\$ 3,298	
A&P	39%	\$ 33,315	
USPS	52%	\$ 6,342	
Post Doctoral Associates	0%	\$ -	
Students	0%	\$ -	
OPS	14%	\$ 935	
Subtotal Fringe		\$ 43,890	\$ 43,890
Total Labor Costs (A+B)		\$ 156,591	\$ 156,591
C. Direct Costs - Equipment			
		\$ -	\$ -
D. Direct Costs - Travel			
Domestic Travel		\$ 2,500	
Foreign Travel		\$ -	
Total Travel Costs		\$ 2,500	\$ 2,500
Tuition/Fees/Health Insurance		\$ -	
Total Participant/Trainee Support Costs		\$ -	\$ -
F. Other Direct Costs			
Sourcelink - BizLink Annual Software Renewal		\$ 25,500	
BizLink Orange Technical Support (Web/Calendar)		\$ 9,500	
Marketing /Event Expense		\$ 15,000	
Total Other Direct Costs		\$ 50,000	\$ 50,000
G. Total Direct Costs (A+B+C+D+E+F)			
		\$ 209,091	\$ 209,091
Modified Total Direct Costs (MTDC) / Base		\$ -	\$ -
H. Indirect Costs			
	10%	\$ 20,909	\$ 20,909
I. Total Direct and Indirect Costs (G+H)			
		\$ 230,000	\$ 230,000
TOTAL PI BUDGET			\$ 230,000

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) Within 30 days of the end of the quarter, NEC shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on Dec. 31, March 31, and June 30.

Quarter	Reports Due (no later than)	Payment Due to NEC
First (1 st)	Jan 31	Within 30 days of receipt of first quarter report
Second (2 nd)	April 30	Within 30 days of receipt of second quarter report
Third (3 rd)	July 31	Within 30 days of receipt of third quarter report
Final -non-quarterly summary report	Sept 1	Within 30 days of receipt of fourth quarter

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

1. The NEC will provide a quarterly report that will be based on the following five key metrics used to judge 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

2. 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 "C" of this document.

- The County shall be provided with a quarterly 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.

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 survey all caller and compile the data that could be captured to include in each quarterly report along with any recommendations or continual improve that could be made to this initiative.

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



ABOUT THE RESOURCE NAVIGATOR

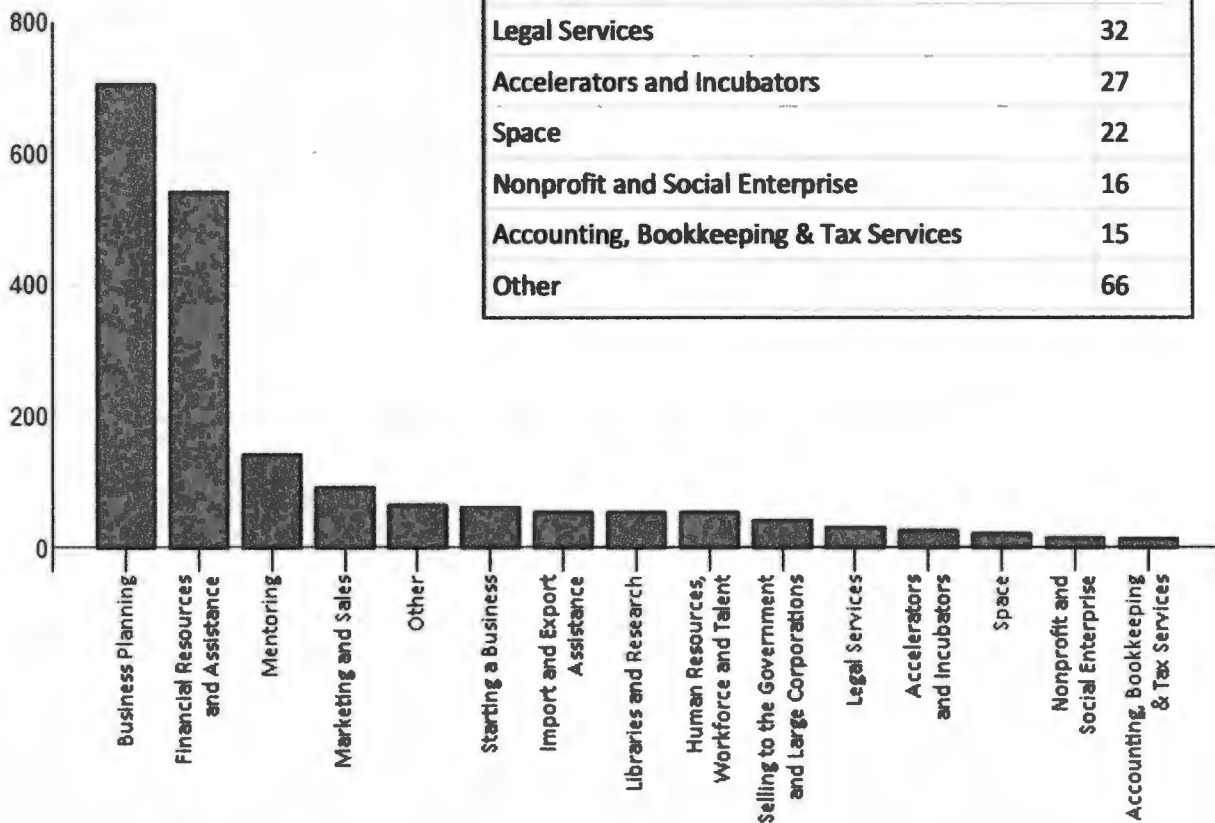
Total Number of Resource Navigator Searches: 2,234

(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

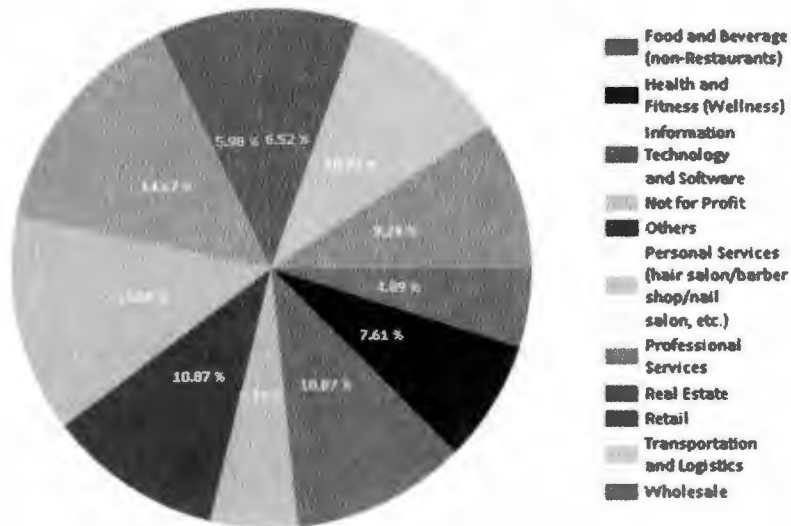




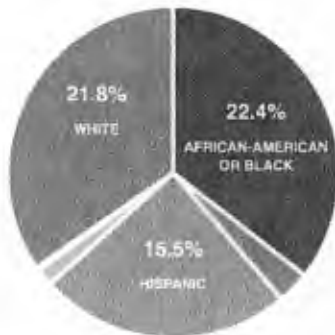
BIZLINK ORANGE
 Powered by the National Entrepreneur Center

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

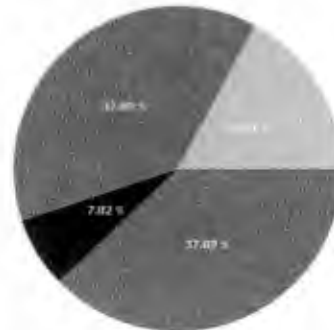


Website Requests for Assistance - By Ethnicity



- African-American or Black
- Hispanic (Ethnicity)
- Asian-American
- Native American/AK Native
- White

Website Requests for Assistance - By Stage of Business



- Inception / idea
- Proof of Concept / Prototype / Market Intro
- Rollout / Startup / Early Stage
- Second Stage / Growth and Expansion

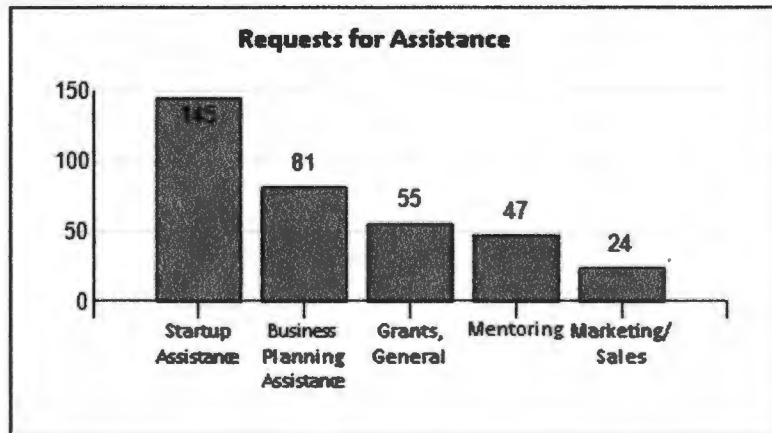


BIZLINK ORANGE
Powered by the National Entrepreneur Center

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

Fan Fact

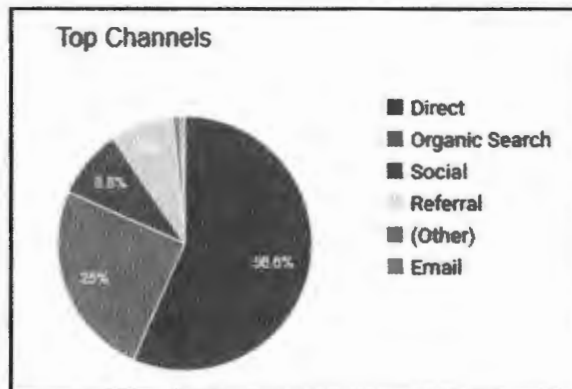
**Over 181 Personal
Action Plans
have been requested
since the program
launched**



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%



"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!

The final report will include the following:

- A brief summary of each entrepreneur serving organization (ESO) engaged in the SourceLink and 311 initiatives, capturing 1) entrepreneur engagement increases/decreases in utilization of services; 2) any connections to resources or partners which assist with their operations; or any notable anecdotes of how the concerted effort of streamlined, centralized marketing has improved or helped with their operations.

A summary of activity of BizLink Orange as outlined in exhibit “C” during award year.

- A consolidated listing of “success stories” as submitted by collaborating organizations in regard to the programming, assets created usage of BizLink Orange and/or 311 for Business

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

2) Within 30 days of its release, if requested by the County, 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: Eric Ushkowitz, Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802
Phone: (407) 836-7370
Fax: (407) 836-7399

Reports and Communications to NEC:

NEC
ATTN: Jerome Ross, President
3201 E. Colonia Drive, Suite A20
Orlando, Florida 32803
Phone: 407-420-4848
EMAIL: jerry@nationalec.org