



2017-2018 FUNDING AGREEMENT BETWEEN THE CITY OF ORLANDO AND THE UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC. FOR THE BENEFIT OF THE NATIONAL ENTREPRENEUR CENTER

THIS AGREEMENT is entered into this _____ day of _____ 2017, by and between the **CITY OF ORLANDO**, a Florida municipal corporation established under the laws of the State of Florida (hereinafter referred to as "the City") with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, and the **University of Central Florida Research Foundation, Inc.** (hereinafter referred to as "the Agency" or "UCFRF"), a Florida 501(c)3 not for profit corporation and direct support organization acting as an instrumentality of the University of Central Florida Board of Trustees ("UCF"), for the benefit of **The National Entrepreneur Center** (hereinafter referred to as "NEC"), with a principal address of 12201 Research Pkwy, Ste. 501, Orlando, Florida 32826.

WITNESSETH

WHEREAS, the Agency has applied to the City for funds in order to provide such services and/or programs as are set forth in Exhibit "A" attached hereto (hereinafter "Services") and incorporated herein by this reference; and

WHEREAS, the City has determined that there is a public need for such Services in order to promote the general health, welfare and/or safety of the community and that the provision of such Services is in the best interests of the City, and, to that end, the City has appropriated funds to be donated to the Agency for such Services; and

WHEREAS, the Agency has available the necessary qualified and trained personnel, facilities, materials and supplies to perform such Services as set forth in this Agreement; and

WHEREAS, the City desires to enter into an agreement with the Agency whereby the Agency will receive and disburse said funds of the City for the purpose of providing the Services in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **FUNDING.** The City has appropriated for the period commencing October 1, 2017, and ending September 30, 2018, the total sum of One Hundred, Fifty Thousand Dollars and No/100 (\$150,000.00) to be administered and disbursed by the Agency solely for the purposes set forth herein (hereinafter "Funds").

3. **PAYMENTS.** Under the terms and conditions of this Agreement, the City agrees to contribute the Funds to the Agency in four (4) equal installments of \$37,500.00 on a quarterly basis for one (1) year, beginning on November 30, 2017, unless otherwise approved and authorized in writing by the Chief Administrative Officer and the Chief Financial Officer of the City. Payments by the City shall be contingent upon the following:

(a) receipt and approval by the City of the reports specified in Paragraph 4 of this Agreement;

(b) inclusion of the audit provisions in sub-recipient agreements as set forth in Paragraph 8 of this Agreement;

(c) compliance with such other reporting and administrative requirements specifically set forth in Exhibit "B" of this Agreement; and

(d) continuing faithful performance of all of the provisions of this Agreement by the Agency and NEC.

4. **PERFORMANCE MEASURES; PROGRESS AND FINANCIAL REPORTS.** The City shall use the Performance Measures listed in Exhibit "C" to determine the effectiveness of the Services provided by the Agency. The Agency agrees to submit progress and financial reports on a quarterly basis in accordance with the schedule in Exhibit "B", which shall be consistent with the Services and Performance Measures, and shall detail the expenditure of the Funds. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Agency to receive contributions from the City. Completion of reporting requirements and submission of audited financial statements for the prior year are a prerequisite to receipt of funding under this Agreement.

5. **BOARD MEMBER.** The NEC shall provide one (1) voting membership on its board of directors for a City-appointed representative for the duration of this Agreement. The City representative shall be a member of City staff and shall enjoy the same rights and privileges with regard to discussion and voting on issues before the board as other general members of the NEC board.

6. **NONPROFIT STATUS.** The Agency shall maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the Agency should, during the term of this Agreement, lose its corporate or non-profit status, it shall immediately notify the City within ten (10) days of the event. Upon such an event, the City reserves the right to immediately terminate this Agreement and discontinue distribution of Funds to the Agency.

7. **NONDISCRIMINATION.** The Agency agrees to provide the Services without regard to race, color, creed, sex, age, national origin, disability, sexual orientation or marital status

and in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. The Agency agrees that compliance with this provision constitutes a condition to continued receipt of Funds.

The Agency agrees that all contractors, subcontractors, or others with whom it arranges to provide services to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of this provision. Upon receipt of evidence of such discrimination, the City reserves the right to immediately terminate this Agreement.

8. **ACCOUNTING AND AUDIT.** The Agency shall utilize and maintain such records and practices regarding receipts and disbursements of the Funds as to be in accordance with generally accepted accounting principles. All such records shall be open to inspection and audit by the City or by the City's designee during normal business hours during the term hereof and for a period of three (3) years after the termination of this Agreement. Any cost incurred by the Agency as a result of a City audit shall be the sole responsibility of and shall be borne by the Agency. In addition, should the Agency provide any or all of the Funds to sub-recipients, then and in that event the Agency 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 City or the City's designee to the same extent as those of the Agency.

9. **MONITORING.** The Agency and NEC shall permit the City to monitor the Services and the Agency's records and facilities, and/or interview the Agency's clients or employees in order to ensure compliance with the terms of this Agreement. The Agency and NEC shall, to assist monitoring of its program, provide to the City or the City's designee access to all client records and such other information as the City may deem necessary.

10. **TERM.** Unless earlier terminated, this Agreement shall remain in effect for the period commencing October 1, 2017 and terminating September 30, 2018.

11. **TERMINATION.** This Agreement may 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. In the event of termination by either party, Agency shall be reimbursed for all costs and all non-cancelable obligations properly incurred that are related to this Agreement through the date of termination.

12. **LIABILITY.** All employees engaged to perform under this Agreement for UCFRF will be UCF employees and therefore, UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCF and its employees, agents, officers and servants thereof, while acting within the scope and course of their employment by UCF. The City assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the City's officers, employees, servants, and agent thereof, while acting within the scope and course of their employment by the City. UCFRF and the City further agree that nothing in this Agreement shall be construed or interpreted to (1) deny to either Party any remedy or defense available to the Party under the laws of the State of Florida, and (2) comprising the consent of the State of Florida or its agents and agencies to be sued, and (3) a waiver of sovereign immunity of the State of Florida beyond

the waiver provided in section 768.28, Florida Statutes.

13. **DEFAULT.** The following shall constitute an Event of Default under this Agreement:

- (a) Agency's or NEC's failure to provide the Services in accordance with the terms and conditions of this Agreement;
- (b) Agency or NEC makes a material representation in any certification or communication submitted by the Agency to the City in an effort to induce the contribution of the Funds or the administration thereof that is later determined by the City to be false, misleading, or incorrect in any material manner; or
- (c) Agency's or NEC's failure to comply with any of the terms and conditions in this Agreement.

Upon the occurrence of any Event of Default, or any other breach of this Agreement, the City shall have the authority to terminate this Agreement and discontinue the Funds and/or exercise all rights and remedies available to it under the terms of this Agreement under statutory law, or under common law. Upon the occurrence of subsection (b), in addition to termination of the Agreement and discontinuation of the Funds, the City may require the Agency to refund all Funds that the City disbursed to the Agency pursuant to this Agreement.

14. **NO WAIVER.** The continued performance by either party hereto, pursuant to the terms of this Agreement, after an Event of Default shall not be deemed a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

15. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. 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.

16. **NONASSIGNABILITY.** The Agency may not assign its rights hereunder without the prior written consent of the City. Failure to comply with this section may result in immediate termination of this Agreement.

17. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures between the parties hereto or as constituting the Agency as the agent or representative of the City for any purpose or in any manner whatsoever.

18. **VENUE.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida and shall be governed by the laws of the State of Florida. The Agency agrees to notify the City of an occurrence of any incident or action filed against the agency, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

19. **CORPORATE TABLES.** The NEC agrees that, if it holds any fund raising events

during the term of this Agreement at which "corporate tables" are sold, the City shall receive a table without cost in consideration of the contribution provided to the Agency under this Agreement.

20. **USE OF FACILITIES.** The NEC shall permit the City to use NEC's training rooms and conference rooms on occasion at a date and time acceptable to both parties and at no cost to the City during the term of this Agreement.

21. **INSURANCE.** The NEC shall have in force the following insurance coverage, and shall provide Certificates of Insurance to the Director of the Economic Development Department, or his/her designee, within ten (10) days of the effective date of this Agreement to verify such coverage. The insurance coverage shall contain a provision which forbids any cancellation, changes or material alterations in the coverage without providing 30 days written notice to the City:

- (a) Commercial General Liability -- The NEC shall provide commercial general liability coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent. The City of Orlando shall be named as an additional insured.
- (b) Commercial Automobile Liability -- The NEC shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Agreement for limits of not less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.
- (c) Workers' Compensation – Pursuant to paragraph 12 above, all employees acting on behalf of the NEC are UCF employees and are provided with Worker's Compensation coverage by UCF.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statement 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. This Agreement may only be modified in writing, signed by both parties.

23. **COMMUNITY VENUES SUPPORT.** The Community Venues development and construction projects that the City of Orlando has undertaken, presents the opportunity to make a significant and long-term positive impact in the minority community at large. To accomplish this vision the City created five goals in its "Blueprint." The first and perhaps the most important goal, is to "assist the development and support of local, small and historically disadvantaged businesses as an important aspect of the continuing growth and development of the community."

To support this goal and as part of the core mission, the Agency is required to provide tailored technical assistance and business development/support services to local MWBE businesses that are competing as a short list candidate or have been awarded a Community Venue (CV) contract. These services should be consistent with the Agency's core competency and should be provided without additional fees charged to the client. Businesses preparing for (CV) work or have been awarded (CV) work shall receive priority consideration by the Agency for technical support and services. The Agency is required to provide information within the quarterly reports that are

submitted to the City detailing the technical assistance that has been provided to MWBE businesses.

It is the intent of the City that all future financial support will be predicated on supporting the goals of the Blueprint. Funding will be dependent on how well these services are provided and our ability to receive reports outlining the Agency's success at achieving benchmarks.

23. **MEBA SUPPORT.** The Agency shall give priority consideration for technical support and services to businesses that receive funding under the City's Minority/Women Entrepreneur Business Assistance (MEBA) Program. The NEC shall document the MEBA businesses it provides technical assistance to as part of its reporting requirement set forth in Paragraph 4 of this Agreement.

24. **MEBA ADVISORY BOARD.** The NEC shall designate one representative to serve and participate as a voting member on the City's MEBA Advisory Board for the duration of this Agreement. Once a representative is chosen, the NEC cannot substitute one representative for another without first obtaining approval from the City. The NEC's Board representative shall attend scheduled Board meetings and workshops.

25. **NOTICE.** Any notices to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) deposited in the United States Mail, addressed to a party at the addresses set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City: City of Orlando
Director, Economic Development Department
P.O. Box 4990
Orlando, Florida 32802
(with a copy to City Attorney's Office)

Agency: University of Central Florida Research Foundation, Inc.
for the benefit of The National Entrepreneur Center
Kim Smith
12201 Research Pkwy, Ste. 501
Orlando, Florida 32826

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF ORLANDO, FLORIDA

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Orlando City Clerk

APPROVED as to form and legality,
for the use and reliance of the
City of Orlando, Florida only.
_____, 2017.

Assistant City Attorney
City of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,
_____, [] well known to me or [] who has produced
his/her _____ as identification, and known to me to be the
Mayor/Mayor Pro Tem of the City of Orlando, and acknowledged before me that he/she
executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and
that he/she was duly authorized to do so.

WITNESS my hand and official seal this ___ day of _____, 2017.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

**UNIVERSITY OF CENTRAL FLORIDA RESEARCH
FOUNDATION, INC., for the benefit of THE
NATIONAL ENTREPRENEUR CENTER**

By: _____
Title: _____
Federal I.D. No. _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, _____, well known to me and by me to be the _____ of the UCF Research Foundation, Inc., and acknowledged before me that they executed the foregoing instrument on behalf of the UCF Research Foundation, Inc., as its true act and deed, and that they were duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this day of _____, 2017.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT “A”

Entrepreneurs are everywhere, yet in very few places are entrepreneurs empowered as there are in Orlando, and that can be largely attributed to the work of the National Entrepreneur Center, its resource partners and the visionary leadership of the Central Florida region.

Owing to the services provided by the NEC and the 13 resident resource partners, entrepreneurs can easily access a variety of business resources, coaching, and education to accelerate their growth and development. Furthermore, the National Entrepreneur Center is well positioned to fill the gaps of programming and needs that are not addressed by traditional economic development efforts.

National studies continue to show that supporting and developing a region’s entrepreneurial community makes good economic sense. Entrepreneurship is a sustainable policy of economic development that creates new jobs as the small businesses grow. The traditional approach to economic development typically supports a zero-sum game, where existing economic activity is moved from one geographic region to the next. Orlando is unique in that it has made a significant and sustained investment in both entrepreneurial development and traditional business recruiting. Orlando is now recognized as an entrepreneurial hub and an attractive location for technology, advanced manufacturing and modeling & simulation. This creative and collaborative approach is vital to strong and vibrant business community.

The National Entrepreneur Center is a true public/private partnership. Financial support for operating the National Entrepreneur Center comes from a variety of corporate, educational and government sponsors as outlined below.

Sponsors of the National Entrepreneur Center

- | | |
|-------------------------------|-------------------------------------|
| *City of Orlando | *Walt Disney World Resorts |
| *Orange County Government | *University of Central Florida |
| *Regions Bank | *Florida High Tech Corridor Council |
| *Orlando Utilities Commission | *Orlando Magic |
| *Seacoast Bank | *Florida Blue |
| *Wells Fargo | *T-Mobile |

Our goal is to provide each sponsor with visibility and recognition, while leveraging their individual contribution with other community funders to reduce duplication of business support services and to increase efficiency for entrepreneurs seeking business assistance. The NEC staff actively supports and promotes City of Orlando initiatives like the Main Street Programs, City of Orlando International Trade initiatives, and the overall business development efforts of the city. The NEC has established a proven record of partnership with the City of Orlando and looks forward to continuing the efforts to grow and develop the small business of Orlando. Additionally, the NEC leverages The City of Orlando’s financial support through the 13 non-profit resource partner organizations residing at the center by lowering overhead expenses, reducing duplication, and achieve maximum economic impact through shared resources such as technology, communications, and staffing. A recent study has shown that for every \$1 invested in the NEC, \$14 in economic impact was returned to the community.

RESOURCE PARTNERS OF THE NEC:

- *ACCION East
- *African American Chamber of Commerce of Central Florida
- *Asian American Chamber of Commerce
- *Central Florida Disability Chamber of Commerce
- *Central Florida International Trade Office
- *Florida Small Business Development Center @ UCF
- *Florida State Minority Supplier Development Council
- *Hispanic Chamber of Commerce of Metro Orlando
- *National Assn. of Women Business Owners
- *National Black MBA Association Central Florida
- *Prospera
- *SCORE Orlando
- *U.S. Department of Commerce
- *UCF Business Incubation Program

The National Entrepreneur Center respectfully requests that the City of Orlando continue their existing level of funding for the center at \$150,000.00 for fiscal year 2017-18. This level of support, along with our other major funding sponsors, such as UCF, Orange County Government, and Walt Disney World, will continue the momentum established by our past success and will provide for the ongoing efforts to build our economy through small business development. We solely rely on the support of our corporate and municipal sponsors for the operating funds required for the shared facility and the ongoing operations of the NEC. Again, your investment is leveraged with other community sponsors, to coordinate and support all our resident resource partner organizations, which in turn, provide assistance to thousands of entrepreneurs throughout Central Florida each year.

Use of Funds

Providing a professional “shared facility” in Orlando presents a budget challenge for a non-profit organization, yet a centralized location is essential for serving the entire region efficiently. In addition to the synergy of co-locating the resource partners, each resident organization benefits from reduced costs by sharing the facility, technology, and overall operational costs. The majority of the NEC budget is dedicated to maintaining the operation of the center, which provides training rooms, conference rooms, computers, telephone, and technology, and shared office equipment. The center also provides a marketing platform and outreach that is second to none in promoting Central Florida as a great place to do business. A portion of this funding will also support the ongoing operations of the Central Florida International Trade Office and its efforts to promote and increase international trade activity in Central Florida.

Projected uses of funding support:

- ❖ \$115,000 NEC Founders Level Sponsorship
 - Provides ongoing operating budget of the NEC
- ❖ \$ 15,000 International business support and training
 - Provides ongoing operations/programming & resources for the Central Florida International Trade Office

- ❖ \$ 10,000 Business Educational Programming
 - Targeted programming to help business acceleration in Central Florida / Speaker / Tactical business education
- ❖ \$ 10,000 NEC Marketing Campaign
 - Updating NEC marketing materials, outreach and awareness programs to promote NEC engagement

Summary

The National Entrepreneur Center has become a dynamic partnership organization that provides tangible economic results for Central Florida, while exhibiting the true collaborative nature of our corporate and civic leadership. The center has become the premier destination for anyone seeking entrepreneurial assistance, access to growth capital, and credible business training. National and International attention continues to be focused on our cooperative business development model. By embracing “economic development through small business development” to equip, educate and accelerate our small business community, we are providing the foundation for the growth of our region’s small businesses well into the future. The NEC has a proven track record of good fiscal management, and has always produced positive results for our sponsors, and resident organizations alike. We are truly grateful for your past support and we appreciate your thoughtful consideration of our request today.

Respectfully submitted,



Jerry Ross, President

EXHIBIT "B"

Quarterly Performance reports on the items specified in Exhibit "A" are due in the City of Orlando Economic Development as indicated:

<u>Reporting Period</u>	<u>Due Date</u>
First Quarter (10/1/2017-12/31/2017)	1/30/2018
Second Quarter (1/1/2018-3/31/2018)	4/30/2018
Third Quarter (4/1/2018-6/30/2018)	7/30/2018
Fourth Quarter (7/1/2018-9/30/2018)	10/30/2018

Quarterly Reports should include information on services provided with City of Orlando funding.

Email the quarterly progress reports to: Lillian.scottpayne@cityoforlando.net and kim.king-maysonet@cityoforlando.net or Fax to: (407) 246-2848.

EXHIBIT “C”
National Entrepreneur Center
City of Orlando Agreement Performance Measures – 2017/2018

- The National Entrepreneur Center (NEC) will provide and maintain a single shared facility for the non-profit business support organizations who reside at the center. The center will coordinate scheduling and programming among resident organizations to reduce duplication, insure efficiency, and to leverage shared technology and educational resources.

- The NEC will provide a consolidated activity report on a quarterly basis to the City summarizing the activity of all the resident organizations of the Center including: # of seminars conducted, # of attendees, # of coaching session conducted, and any new business starts.

- The NEC will conduct an annual event for small businesses in Central Florida that includes education and networking opportunities. A summary report will be provided to the city in the quarterly report immediately following such event.

- The NEC will host one training event for the Orlando Main Street Program.

- The NEC will update marketing materials, outreach and awareness programs to promote NEC awareness.