

**SEMINOLE COUNTY/UCFRF
NATIONAL ENTREPRENEUR CENTER (NEC)
PARTNERSHIP AGREEMENT**

THIS AGREEMENT is effective as of the _____ day of _____, 2023, by and between **SEMINOLE COUNTY**, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and the **UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.**, hereinafter referred to as the "UCFRF", acting as a direct support organization and as an instrumentality of The University of Central Florida Board of Trustees, hereinafter referred to as "UCF", a public university existing and operating under the laws of the State of Florida for the benefit of the National Entrepreneur Center (NEC), whose address is 3201 E. Colonial Drive, Suite A20, Orlando, Florida 32803.



WITNESSETH:

WHEREAS, it is the policy of COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new industries and businesses to Seminole County or by encouraging the expansion of existing industries and businesses within Seminole County; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from such industry or business expansion and relocation within Seminole County is beneficial to the local economy; and

WHEREAS, UCFRF, through the National Entrepreneur Center (NEC) plays a pivotal role in fostering economic growth and development within Seminole County through its diverse programs and initiatives; and

WHEREAS, the "BizLink" program offered by the NEC serves as a vital resource connecting local businesses, residents, and aspiring entrepreneurs in Seminole County, thereby contributing to the overall business ecosystem; and

WHEREAS, the NEC's commitment to education is evident through the "CFITO" initiative, providing invaluable workshops and in-person coaching on international trade to Seminole County businesses, enhancing their global competitiveness; and

WHEREAS, the "Main Street Business Programming" by NEC demonstrates a dedication to the success of local business owners by offering personalized action plans, thereby contributing to the sustainability and prosperity of the business community in Seminole County; and



WHEREAS, the NEC continuously develops and implements various programs supporting small businesses and entrepreneurs in Seminole County, contributing to the resilience and innovation of the local economy; and

WHEREAS, UCFRF and COUNTY desire to enter into this Agreement for the purpose of encouraging job growth and economic development in Seminole County; and


WHEREAS, COUNTY has determined that in order to enhance and preserve the economic well-being and health and welfare of the citizens of COUNTY it is necessary, proper and desirable to enter into this Agreement with UCFRF in order to enhance the economic development of Seminole County,

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant goes as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is for UCFRF to provide the following services to COUNTY in the manner hereinafter set forth.

UCFRF will leverage the resources and infrastructure in place at UCFRF, specifically at the National Entrepreneur Center to aide in the development of companies located in Seminole County. This includes:

- (a) maintaining and expanding the  platform to support the needs of local business owners and aspiring entrepreneurs in Seminole County;
- (b) providing educational workshops for small business owners and entrepreneurs in Seminole County covering topics to include international trade and Main Street small business coaching;
- (c) providing one-on-one, in-person, coaching and mentoring sessions to Seminole County small business owners and aspiring entrepreneurs on small business creation and growth, business plans, and internationalization;
- (d) providing annual reports which shall include, but not be limited to, recommendations relative to the continuing development and operation of the National Entrepreneur Center, main export markets and products or services from Seminole County,

- (e) providing quarterly reports which shall include, but not be limited to, key performance indicators (KPI), including number of BizLink users in Seminole County, number of workshops delivered in Seminole County including location with topic and number of participants, number of one-on-one in-person coaching or mentoring sessions with name, industry and jurisdiction of business, providing information pertinent to any other performance indicators;
- (f) providing monthly web conferences with the Economic Development Team sharing information on some of the above mentioned KPIs;
- (g) providing annually for each year this agreement is in effect, UCFRF will provide a verbal report to the Board of County Commissioners.

Section 3. Services. COUNTY agrees to purchase and UCFRF agrees to furnish, during the term of this Agreement, the services described in Section 2 of this Agreement.

Section 4. Billing and Payment. COUNTY hereby agrees to pay UCFRF the sum of FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) per year for all services provided hereunder by UCFRF during the term of this Agreement. Said sum is payable in three installments as follows:

- (a) upon Execution of this Agreement, FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00);
- (b) on or before April 1, 2024, FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00);
- (c) on or before September 1, 2024, FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00).

Section 5. Term. This Agreement shall be effective from October 1, 2023 and shall remain in effect until September 30, 2024. With the compensation to UCFRF to be limited to FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) per year.

Section 6. Reports. UCFRF shall provide COUNTY with quarterly and annual reports regarding the activities pursuant to this Agreement for each term under this Agreement.

Section 7. Name of National Entrepreneur Center. For the full term of this Agreement and any extensions thereof, UCFRF agrees that the operating name of its National Entrepreneur Center shall be "National Entrepreneur Center" and shall not be changed for any reason. Changing the name of the National Entrepreneur Center during the time of this Agreement shall constitute a breach of this Agreement such that UCFRF shall be required to repay to COUNTY the full amount tendered to UCFRF by COUNTY during the year in which the breach occurs.




Section 8. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 10. Assignment. This Agreement shall not be assigned by either party without prior written approval of the other.

Section 11. Public Records.

(a) UCFRF acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. UCFRF acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, UCFRF will provide COUNTY with all requested public records in UCFRF's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) UCFRF specifically acknowledges  its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

- (1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
- (2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- (4) Upon termination of this Agreement, UCFRF will transfer, at no cost to COUNTY, all public records in possession of UCFRF, or keep and maintain public records required

by COUNTY under this Agreement. If UCFRF transfers all public records to COUNTY upon completion of this Agreement, UCFRF must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UCFRF keeps and maintains the public records upon completion of this Agreement, UCFRF must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the UCFRF which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to UCFRF's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "UCFRF" includes employees to be paid from Funds provided under this Agreement.

(d) **IF UCFRF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UCFRF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CHIEF STRATEGY AND INNOVATION OFFICER, ANDREA WESSER-BRAWNER AT: (407) 665-7223, AWESSERBRAWNER@SEMINOLECOUNTYFL.GOV, OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

- (e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 12. Records and Audits.

- (a) UCFRF shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non-exempt public records shall be and remain available at UCFRF's main campus at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.
- (b) UCFRF agrees that COUNTY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of UCFRF's non-exempt books, documents, papers, and records involving transactions related to this Agreement.



UCFRF agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs.

- (c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. UCFRF will provide proper facilities for access to and inspection of all required records.

- (d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

Section 13. Notices.

- (a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Andrea Wesser-Brawner
Chief Strategy & Innovation Officer
Seminole County Government
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

With a copy to:

Guilherme "Gui" Cunha
Administrator
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive, Suite 14
Lake Mary, Florida 32746



For UCFRF (administrative matters):

Amanda Coveney
Assistant Director
University of Central Florida Research Foundation, Inc.
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246

For UCFRF (technical matters):


Belinda O. Kirkegard
President
National Entrepreneur Center
3201 E. Colonial Drive, Suite A20
Orlando, FL. 32803

- (b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail,

postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.

- (c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 14. Indemnity.

- (a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees and agents thereof while acting within the scope of their employment.
- (b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of  immunity of either party beyond the waiver provided for in Section 768.28, Florida Statutes.
- (c) UCFRF, through UCF, shall provide necessary workers' compensation coverage and unemployment compensation for its employees. COUNTY understands and agrees that all employees performing under this Agreement are employees of UCF.


Section 15. Insurance.

- (a) UCFRF, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. UCFRF shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) UCFRF shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by UCFRF will relieve UCFRF of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by UCFRF in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of UCFRF.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished,  then UCFRF shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and UCFRF shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of UCFRF or any other party.

(b) General Requirements.

(1) Before commencing work, UCFRF shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit A, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, UCFRF shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, UCFRF shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by UCFRF.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and UCFRF as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, and Auto Liability. Such policies shall provide exception to any “Insured versus Insured” exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by UCFRF pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY’s officials, officers, or employees must be in excess of and not contributing with the insurance provided by UCFRF.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then UCFRF shall promptly notify COUNTY as soon as UCFRF has knowledge of any such circumstance and, upon request of COUNTY, promptly replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as UCFRF has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, UCFRF will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of UCFRF, UCFRF, at UCFRF's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit A. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by UCFRF and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) UCFRF's insurance must cover UCFRF and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of

the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.




(C) The minimum limits to be maintained by UCFRF are as specified in Exhibit A.

(D) If UCFRF asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, UCFRF shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including UCFRF, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(F) UCFRF has no employees. All employees performing under this Agreement are employees of UCF. The state of Florida is self-insured. As a state university, UCF participates in the State Risk Management Trust Fund for Workers Compensation coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF.

(2) Commercial General Liability.

(A) UCFRF's insurance must cover UCFRF for those sources of liability which would be covered by the standard Commercial General Liability Coverage Form (ISO Form CG 00 01 04 013), as filed for use in the State of Florida by the Insurance Services Office.  Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If UCFRF's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by UCFRF are as specified in Exhibit A.

(3) Business Auto Liability.

(A) UCFRF's insurance must cover UCFRF for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event UCFRF does not own automobiles, UCFRF shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by UCFRF are as specified in Exhibit A.

(4) Professional Liability.




(A) UCFRF shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, UCFRF warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If UCFRF contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then UCFRF shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by UCFRF are as specified in Exhibit A.

(5) Crime and Employee Dishonesty Liability.

(A) UCFRF shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of UCFRF's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in Exhibit A. The policy must include as  loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by UCFRF are as specified in Exhibit A.

Section 16. Conflict of Interest.

(a) UCFRF agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

- (b) UCFRF hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of UCFRF to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.
- (c) Pursuant to Section 216.347, Florida Statutes, UCFRF hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

Section 17. Equal Opportunity Employment.

- (a) UCFRF shall not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. UCFRF shall take steps to ensure that applicants and employees are treated during employment without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity, or national origin. This provision shall include, but not be limited to, the following: retention, award of contracts, employment upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) UCFRF agrees that it shall comport all of its activities with the provisions of Chapter 760, Florida Statutes.

Section 18. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or


regulating the performance set forth herein, including those now **in** effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 19. Employee Status.

- (a) Persons employed or retained by UCFRF or UCF in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.
- (b) UCFRF and UCF assume total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to UCFRF personnel or contractors working on behalf of UCFRF obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.
- (c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by UCFRF, UCFRF and UCF will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 20. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to UCFRF's interest in this project, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 21. Contingent Fees/Conflicting Employment. UCFRF covenants only bona fide employees, attorneys, and consultants have been employed and retained to perform hereunder on behalf of UCFRF to solicit or secure this Agreement. UCFRF warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide employee working for UCFRF or UCF any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement.

Section 22. Governing Law, Jurisdiction, and Venue.  The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 23. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and UCFRF, have contributed substantially and materially to the preparation hereof.

Section 24. Constitutional and Statutory Limitation on Authority of COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of COUNTY. Specifically, the

parties acknowledge, that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue.

Section 25. Event of Default/Remedies.

(a) For purposes of this Agreement, "Event of Default" shall mean any of the following:

(1) UCFRF shall misapply or cause the misapplication of COUNTY funds or credits pursuant to this Agreement.

(2) Any representation or warranty made by UCFRF herein or in any statement, invoice, or certificate furnished to COUNTY in connection with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to UCFRF by COUNTY.



(3) UCFRF shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to UCFRF by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(4) UCFRF fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(5) UCFRF fails to expend funds in accordance with this Agreement.


(b) Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to UCFRF and upon UCFRF's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (1) Terminate this Agreement in accordance with Section 13, Notice;
- (2) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- (3) Withhold or suspend allocation of all or any part of the Payment under section 4, Billing and Payment.
- (4) Require that UCFRF refund to COUNTY any Payments used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Payments, including this Agreement;
- (5) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by UCFRF, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by UCFRF.



Section 26. Termination. COUNTY may, by written notice to UCFRF, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of UCFRF to fulfill the Agreement obligations. Upon receipt of such notice, UCFRF shall:

- (a) immediately discontinue all services affected unless the notice directs otherwise;

- (b) deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials which do not have an exemption from the definition of "public record" pursuant to Section 119.011(12), Florida Statutes, as may have been accumulated by UCFRF in performing this Agreement, whether completed or in process. In no event shall such delivery include UCFRF's background intellectual property or any intellectual property developed solely by UCFRF during the performance of this project.
- (c) If the termination is for the convenience of COUNTY, UCFRF shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. If the termination is due to an "Event of Default" by either party, UCFRF shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. 
- (d) If the termination is due to the failure of UCFRF to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. UCFRF shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of UCFRF. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of UCFRF.

- (e) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that UCFRF had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (c) of this Section.
- (f) The rights and remedies of the parties provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

Section 28. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.



Section 29. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

*[The Balance of this page is left intentionally blank.
Attestations continued on the following page.]*

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

ATTEST:

UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.

By: _____
AMANDA COVENEY,
Assistant Director

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of County Commissioners of
Seminole County, Florida.



By: _____
JAY ZEMBOWER, Chairman

For the use and reliance of Seminole County
only.

Date: _____

Approved as to form and legal sufficiency.

County Attorney

Attachments
Exhibit A – Insurance Requirements

PHC/kly
11/27/23 12/7/23 12/12/23
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EXHIBIT A
INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 300,000	Each Accident
	\$ 200,000	Disease Aggregate
	\$ 200,000	Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit <u>(Hired and Non-Owned Autos)</u>
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D. Professional Liability: \$ 1,000,000 Per Claim

E. Employee Dishonesty \$ 30,000 Per Claim

~~ End Exhibit A ~~