




Interoffice Memorandum

November 16, 2023

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

FROM: Simone Babb, Chief Innovation Officer
Innovation and Emerging Technologies Office 

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

CONTACT: 407-836-5493

SUBJECT: **November 28, 2023** – Consent Agenda Item
Approval and Execution of Grant Agreement for FY 2024 between
Orange County, Florida and Orange County Public Schools (OCPS)

On June 23, 2020, staff presented to the Board an initial slate of pre-collegiate and collegiate science, technology, engineering, and math (STEM) workforce development programs, prioritized based on their existing impact metrics, equitable reach across underrepresented demographics, and representation of STEM field recruitment in our community.

The purpose of this recommendation is to continue to provide funding for the general support of STEM organizations in order to diversify our region's industries and to support unique skill sets for future talent.

ACTION REQUESTED:

Approval and execution of Orange County, Florida and The School Board of Orange County, Florida FY 2024 Grant Agreement authorizing disbursement of \$52,500 as provided in the FY 2023-24 budget.

**ORANGE COUNTY, FLORIDA
AND
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
FY 2024 GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this 28 day of November, 2023, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, hereinafter referred to as "OCPS".

WITNESSETH:

WHEREAS, OCPS has applied to the County for a donation of funds for the operations of OCPS; and

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to promote Science, Technology, Engineering and Mathematics (STEM) careers in Central Florida through education programs, events and other activities inspiring Orange County's community youth to pursue high wage job opportunities. The County looks to OCPS to conduct outreach and STEM club development, provide economic development opportunities, and commit to develop the future workforce from local youth via hosting STEM events and programs. To that end, the County has appropriated funds to be donated to OCPS for such purposes; and

WHEREAS, the County desires to enter into an agreement with OCPS whereby OCPS will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, OCPS has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement.

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. County's Obligation.

1.1 The County has appropriated for the period commencing October 1, 2023 and ending September 30, 2024, the total sum of Fifty-two Thousand Five Hundred and No/100 Dollars (\$52,500) to be administered and disbursed by OCPS solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2024 for the designated purpose set forth in Exhibit "A" shall be returned to the County. The County's contribution of

\$52,500 to the OCPS shall be made in two (2) installments: (1) \$36,750 shall be paid within 30 days of the County's receipt of an invoice for same, and (2) the remaining \$15,750 shall be paid within 30 days of the County's satisfactory receipt of a final performance report of the OCPS's activities/programs/services and expenditure of budget as described in Exhibit "A." This final report, as described in Exhibit "B", shall demonstrate to the County the scope and reach of OCPS services that were funded during the term of this Agreement, and will determine compliance for future funding. The final report is due to the Orange County Office of Innovation & Emerging Technology on or before November 15, 2024. Failure to comply with the County's request for submission of this report shall constitute grounds for termination of this Agreement and may result in the ineligibility of OCPS to receive future contributions from the County.

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. Furthermore, OCPS agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

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. OCPS's Obligation.

2.1 Representation of OCPS. OCPS represents that it will use its best efforts to develop and promote STEM careers and education opportunities in Central Florida consistent with the scope set forth in Exhibit "A". To the extent feasible, OCPS shall partner with Orange County to develop and promote said careers and education opportunities.

2.2 OCPS as Independent Contractor. The parties expressly acknowledge that OCPS is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

2.3 Unlawful Discrimination. OCPS, 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. OCPS will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County in accordance with generally accepted accounting principles. OCPS agrees to submit reports to the County's Office of Innovation and Emerging Technology 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 OCPS to receive future contributions from the County.

2.5 Reserved

2.6 Right to Inspect and Audit Accounts. During the term of this Agreement, OCPS, 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 OCPS's books and accounts at any time during normal working hours, provided that reasonable notice is given to OCPS prior to any such inspection. Any costs incurred by OCPS as a result of a County audit shall be the sole responsibility of and shall be borne by OCPS. In addition, should OCPS provide any or all of the County's funds to sub-recipients, then, and in that event, OCPS 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, OCPS 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.

2.8 Assignment. OCPS may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

2.9 Indemnification. OCPS agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising out of OCPS's negligence or wrongful act or omission of any employee of OCPS while acting within the scope of their employment. Any indemnity or assumption of liability by OCPS hereunder shall be subject to OCPS's rights to sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this agreement shall be deemed a waiver of, or limitation of OCPS's sovereign immunity and limitations of liability pursuant to Florida law. In no event shall OCPS indemnify, or be responsible or liable for any loss, claim, damage or expense arising out of the acts or omissions of the County or taken or made by any party at the direction of the County or its personnel. The County shall be responsible for any loss, claim, expense or damage arising out of the acts or omissions of the County or taken or made by any party at the direction of the County or any of its personnel, including any of such parties' negligence and/or willful misconduct, as the case may be.

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on October 1, 2023 and shall continue until September 30, 2024. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. 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 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.

4.3 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.

4.4 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. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

4.5 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*
Name: Jerry L. Demings
Title: Orange County Mayor

For Attest: *Phil Diamond*
Phil Diamond, CPA, County Comptroller As Clerk of the Board of
County Commissioners

Date: 11/28/23

THE SCHOOL BOARD OF ORANGE COUNTY,
FLORIDA, a corporate body organized and existing under the
constitution and laws of the State of Florida.

By: *Teresa Jacobs*
Name: Teresa Jacobs
Title: Chairman

Date: 12/17/23

Attest: *Maria J. Vazquez*
Maria Vazquez, as its
Secretary and Superintendent

Date: 10.16.2023

Approved as to form and legality by the Office
of Legal Services to the Orange County School
Board on: 9/18/23 Signature: *Vivian Cocotag*
Print Name: Vivian Cocotag

EXHIBIT A

Orange County Public Schools – STEM and Teacher Support Focus.

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Fifty-two Thousand Five Hundred and 00/100 Dollars (\$52,500) for FY24 will be used to support OCPS's with STEM experiential learning experiences for students. These events will include, but not limited to: Support of CoderZ Coding, OCPS Robotic Teams Competition/Event, a Biomedical/Health Sciences partnership with Orange County Seniors, STEM for Fragile population, Manufacturing Design/Build Expo, and Cyber Florida's Cyber Security Event. OCPS commits to showing the County's STEM Careers promotional videos at least once during the event, as well as working with County staff, as needed, to collaborate on how County staff can support the event/program with mentors and volunteers. If appropriate and available, County staff should be prioritized in the itinerary to present the video and/or speak at the event. Also, as needed, OCPS staff must meet with Orange County staff at least twice during the year to coordinate alignment with impact metric needs, especially ensuring all County Districts have student representation and/or access to the STEM related student experiential learning events. The report deliverables in Exhibit B of Impact Metrics shall be in a matrix comparison to Orange county zip codes, other states and countries.

OCPS Proposed Budget – Total: \$52,500

FY 24 Budget Categories	Amount	Notes on Types of Expenses for the Category
CoderZ Coding Event	\$14,500.00	Curriculum, transportation, food and awards.
Robotics Teams Competition/Event	\$8,000.00	Curriculum, Materials and Equipment to support robotic competitions.
Biomed and working with seniors	\$5,500.00	Materials, transportation, supplies, food and awards.
STEM for Fragile population	\$6,000.00	Transportation for STEM related experiences and STEM related materials, food, and awards for Silver Pines Academy.
Manufacturing Expo	\$4,500.00	To support Manufacturers Association of Central Florida (MACF) with the Orange County Manufacturing Expo. Funds will be used for event logistics.
Cyber Challenge	\$10,000.00	FL based Cyber Challenge Event, Logistics and Food.
Marketing	\$ 4,000.00	Posters, program booklet, student produced video; Career and Technical Education (CTE) Social Media, school social media, printing, directional signage, printing and giveaways.
Total	\$ 52,500.00	

Additional Sponsorship Expectations/Deliverables:

1. CoderZ, to encourage new OCPS teams to enrolle in competitive events.

2. **Robotics Teams Competition/Event, to encourage new or existing OCPS teams to enrole in competitive events.**
3. **Biomed and working with seniors, working with seniors for overall health awairness and development of wellness plan.**

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 report is to be submitted to the Office of Innovation and Emerging Technology as indicated:

1) Within 45 days of the end of the year or prior, OCPS shall provide the County with a copy of its final performance and financial report of the agency’s activities/programs/services and impact metrics.

	Report Due (no later than)	Second Payment Due to OCPS
Final	November 15	Within 30 days of receipt report

The following information needs to be included in the final report, as it pertains to the agency’s activities/programs/services supporting Orange County and other regional students, or students sought for recruitment to local STEM career opportunities:

SECTION A: Major Event/Program Information

- A 2 - 3 paragraph summary describing each event, including annual theme, location, on- going programmatic elements and offerings, new services/offerings, etc.
- A list of STEM based skills, as well as other skills, the event/program provides to participants
- A copy of the itinerary for each event
- Brief descriptions of any winning teams/participants if a competitive element exists for the program/events, including where the participants are from (preferably zip codes), their age, demographic details, and collegiate/job aspirations
- Rankings/performance statistics of Orange County-based teams and/or participants if a competitive element exists in the program/events
- Proof of Orange County logo and other sponsorship benefits/placement (i.e. soft copies of collateral and/or screenshots/photos suffice) for each event
- Confirmation of the Orange County STEM Career video shown during events, including how it was presented and on what day and timeframe of the itinerary
- A list of all registered precollegiate participants by his/her zip code (for international participants, city and nation suffice)
- A list of all Orange County schools who provide support for competing teams at each competition

SECTION B: Impact Metrics

- *Impact Metrics of each Actual Event*
 - Total number of participants
 - Total number of audience members under 18 years old (non-participants at event)
 - Total number of Orange County student and/or resident participants
 - Percentage of Orange County student/resident participants new to the event this year
 - Percentage of female participants
 - Percentage of Black participants
 - Percentage of Hispanic participants

- Percentage of Asian American participants
- Percentage of Multiracial participants
- *Impact Metrics of Program (Outside of Event(s))*
 - Total number of students engaged in events/program elements leading up to event
 - Total number of Orange County student and/or resident participants engaged in events/program elements leading up to event
 - Percentage of female participants
 - Percentage of Black participants
 - Percentage of Hispanic participants
 - Percentage of Asian American participants
 - Percentage of Multiracial participants
- *Additional Metrics*
 - Number of Orange County residents who mentor, coach, and/or volunteer with helping this event or any aspect of preparing for the event
 - Number of STEM-career based Orange County residents who mentor, coach, and/or volunteer with helping this event or any aspect of preparing for the event
 - Percentage of former OCPS participants engaged with any aspect of the event, including preparation of teams prior to the event, sitting on its Boards, etc.
 - Percentage of female mentors, coaches, and/or volunteers
 - Percentage of Black mentors, coaches, and/or volunteers
 - Percentage of Hispanic mentors, coaches, and/or volunteers
 - Percentage of Asian American mentors, coaches, and/or volunteers
 - Percentage of Multiracial mentors, coaches, and/or volunteers

2) Within 30 days of its release, OCPS shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

Reports and Communications to the COUNTY:

Orange County. Office of Innovation & Emerging Technology
 ATTN: Chief Innovation and Emerging Technologies Officer
 201 S. Rosalind Avenue, 5th Floor
 Orlando, Florida 32802
 Phone: (407) 836-7370
 Fax: (407) 836-7399

Reports and Communications to OCPS:

Orange County Public Schools
 ATTN: Michael Martucci, Assistant Principal, Orange County Public Schools
 Silver Pines Academy
 1906 Matterhorn Drive
 Orlando, FL 32818
 Phone: 407-635-2634 ext. 6442236
 Fax: