



**Interoffice Memorandum**

December 12, 2022

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

FROM: Simone Babb, Chief Innovation Officer  
Innovation and Emerging Technology Office *SB*

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

CONTACT: 407-836-5493

SUBJECT: **January 10, 2023**– Consent Agenda Item  
Approval and Execution of Grant Agreements for FY 2023 between  
Orange County, Florida and two STEM organizations

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 program hosts include: 1) Collegiate Pathways, Inc.; 2) The School Board Of Orange County, Florida; and 3) University of Central Florida Foundation, Incorporated.

The purpose of this recommendation is to provide funding for the general support of these 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 FY 2023 Grant Agreements with 1) Collegiate Pathways, Inc. in the amount of \$50,000; 2) The School Board Of Orange County, Florida in the amount of \$50,000; and 3) University of Central Florida Board of Trustees and University of Central Florida Foundation Incorporated, in the amount of in the amount of \$65,000 for the period of October 1, 2022 through September 30, 2023 for a total amount of \$165,000.**

SB/mf



## Mid Year Report April 2022 – September 2022

### **Mission:**

Tech Sassy Girlz' mission is to empower underrepresented middle and high school girls to pursue science, technology, engineering and mathematics (STEM) fields through college preparation, career readiness, mentoring and entrepreneurship.

### **During this grant reporting year, we were able to accomplish the following:**

#### **April 2022**

While our mission is to show students the importance of STEM and encourage them to earn college degrees, it is important to also inform students (and parents) about the solutions to financial obstacles they may encounter. Throughout the April Cool Careers in STEM series, 122 students participated.

April is National Financial Literacy Month and Tech Sassy Girlz hosted our first virtual financial literacy webinar series, Cool Careers in STEM: Money Matters. This series provided high school students an opportunity to gain valuable insight into budgeting, managing their money, and finding scholarship opportunities. Covering the financial basics and importance of budgeting, Kimberly R. Stewart, Financial Advisor, KRS Wealth Management provided students with the tools and knowledge to plan and save early for a brighter future.

In collaboration with the Florida Lottery, John F. Davis, The Secretary of the Florida Lottery, discussed how the Florida Lottery supports the Florida Bright Futures Scholarship program. He also shared inspirational guidance on the positive impact following your dreams has on a rewarding career.

The final webinar in our series was presented by Dr. Karemah Campbell Manselle, Associate Director, Office of Student Financial Assistance, University of Central Florida. She focused on maximizing your scholarship potential. The presentation included tips on completing the FAFSA, navigating the financial aid process, and optimizing the scholarship search.

#### **May 2022**

In preparation for our Pearls in Tech Summer Accelerator, we held a Q&A webinar to introduce the program, answer program questions and provide registration guidelines to students and parents. This was a great kick-off to an impactful summer.

#### **June - August 2022**

In collaboration with CareerSource Central Florida, 60 students participated in our signature workforce development program for high school students, the Pearls in Tech Accelerator. The Accelerator is a five-week full-time program where students chose either the software development or web development track. This summer, the students selected the web development track and they gained technical skills in HTML, CSS, and JavaScript to build their individual websites. The students also participated in professional development workshops on resume writing, communication, and presentation skills, and were mentored by women in STEM fields such as computer science and technology.

Students also participated in a Tech Trek at Reedy Creek Improvement District! They learned about vegetation and fisheries, measuring pH and titration of chlorine, and aquatic insects!

The Pearls used the skills they learned and put them into practice by creating their very own websites using WordPress. The Pearls came up with the idea of their websites and designed them using the skills they learned through our award-winning curriculum. The Pearls presented their projects at our end-of-program event, the Pearling Ceremony.

The Pearling Ceremony was held on Thursday, July 7, 2022 (our first in-person ceremony since 2019!) and Saturday, August 6, 2022 (Virtual). The girls also received a stipend after completing course milestones and graduating from the Accelerator.



The Tech Sassy Girlz' Pearls in Tech Accelerator program achieved a significant milestone as **46 girls** graduated! **This is our largest class to date!**

## **Orange County Government Grant – Final Report – 2021-22 SY**

### OCPS Career & Technical Education - STEM-PLTW Programs

Funding in the amount of ten thousand dollars (\$10,000) for FY20-21, (now extended to FY21-22; MG) will be used to support OCPS-Career & Technical Education (CTE) STEM-PLTW instructor summit and student STEM conference. Beyond planning, hosting, raising complementary funding, and executing an annual event (in-person or virtual event during COVID-19 pandemic) for this scope of work, OCPS-CTE 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-CTE 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 this event/program.

Orange County Government Speakers at events to date: Mayor Demings, Andrea Wesser-Brawner, Daniella Sullivan

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 1 - 2 paragraph summary describing the event, including annual theme, location, on-going programmatic elements and offerings, new services/offerings, etc.

##### COVID-19 Pandemic: A Call to Action Challenge

The students' progress through the COVID-19 Pandemic Module over a course of study period of 4 – 6 weeks. The goal is to immerse the students into a real-world, real-life experience, as if the students are working alongside community members and public health professionals as they rise to the challenge that COVID-19 brings to us all.

The module progresses through a track of activities involving the students in exploration, research, terminology, chain of infection, contact tracing, career connections, situational summaries, and ethical aspects.

In this new experience, students delve into strategies used to navigate and resolve pandemics, explore the response to infectious disease, investigate the virology of the SARS-CoV-2 virus, and engage in discussions around the legal, social, and ethical issues inherent with global health crises. As they collaborate in teams, students take on the role of public health officials charged with identifying and implementing measures to bring the pandemic under control in their community. They will engage in contact tracing, use predictive models to analyze measures to

prevent the spread of disease, reimagine infrastructure, and brainstorm behavioral shifts to ensure safe schools and businesses, and design a response plan in preparation for future outbreaks. This immersive experience highlights how biomedical science, computer science, and engineering professionals work together to solve global problems.

- A list of STEM based skills, as well as other skills, the event/program provides to participants
  1. Emphasis on in-demand transportable skills of communication, problem-solving and critical thinking.
  2. Expand understanding of relevant scientific concepts & technological applications.
  3. Must adapt to new roles, communicate effectively.
  4. Develop new combinations of skills across the span of their career.
  5. Explore strategies used to navigate & resolve pandemics.
  6. Discuss legal, social, and ethical issues inherent with global health.
  7. Engage in contact tracing.
  8. Use of predictive models to analyze measures to prevent spread of disease.
  9. Brainstorm behavioral shifts to ensure safe schools and businesses.
  10. Reimagine infrastructure.
  11. Design a response plan in preparation for future outbreaks.

### **Transportable Skills**

The four most-required skills in the economy, in order of most demanded:

1. Communication
2. Problem solving
3. Collaboration
4. Critical and creative thinking

Source: Burning Glass Technologies & Project Lead The Way 2019, 'The power of transportable skills: assessing the demand and value of the skills of the future', Burning Glass Technologies, [Boston], viewed 9 Nov 2020, <<https://www.burning-glass.com/research-project/transportable-skills/>>.

- A copy of the itinerary for the event (include)
- Brief description of any winning teams/participants if a competitive element exists for the program/event, including where the participants are from (preferably zip codes), their age, demographic details, and collegiate/job aspirations

### **1<sup>st</sup> Place: MI Knights, Ocoee HS, 34761**

Lani Clough, 17; go to college; work in medical field

Delaney Hatch, 17; go to college; become a doctor  
Brandon Imes, 18; 2 – 4-year college; biomedical field  
Kaitlyn Stevenson, 18; Tech college, 2–4-year college; nursing  
Tatiely Miranda-Santiago – alt

**2nd Place: MI BETA Knights, Ocoee HS, 34761**

Bailey Kearns, 17; college; become a scientist  
Chelsey Lumer, 18; college; nurse, doctor, or researcher  
Kayla Tran, 18; tech college, 2–4-year college; scientist, researcher, nurse, doctor  
Katelin Grudzinski, 18; continue with education in biomedical field

**3rd Place: Corona Virals, Windermere HS, 34786**

Raiesha Alam, 16; college; biotechnical field  
Amanda Marzouk, 17; tech college, 2-4 college; engineering  
Nicole Wang, 17; college; engineer, scientist, or doctor  
Monica Acosta, 17; college; biomedical engineering

- Rankings/performance statistics of Orange County-based teams and/or participants if a competitive element exists in the event/program N/A
- Proof of Orange County logo and other sponsorship benefits/placement (i.e. soft copies of collateral and/or screenshots/photos suffice)



## CTE- BIOMEDICAL SCIENCES

# PANDEMIC: A CALL-TO-ACTION CHALLENGE 2020-2021



## WINDERMERE HIGH SCHOOL



- Confirmation of the Orange County STEM Career video shown during event, including how it was presented and on what day and timeframe of the itinerary (Andrea)
- A list of all registered <precollegiate/collegiate> participants by his/her zip code (for international participants, city and nation suffice) N/A
- A list of all Orange County schools who provide support for competing teams at this competition
  - Apopka HS
  - Cypress Creek HS
  - Ocoee HS
  - Olympia HS
  - Windemere HS

### SECTION B: Impact Metrics

- Impact Metrics of Actual Event – The KPI's for this event are on a scale of 0 – 5 with 5 being top score. They are Content, Delivery, Organization, Preparation, and Visual Aids (see judges' scoresheet/rubric)
  - Apopka HS – Zip codes impacted: 32703
  - Cypress Creek HS - Zip codes impacted: 32824
  - Ocoee HS - Zip codes impacted: 34761
  - Olympia HS - Zip codes impacted: 32835
  - Windemere HS - Zip codes impacted: 34786

- Total number of participants – 86; 72 students; 9 teachers; 5 judges; This does not count support staff; does count judges
- Total number of audience members under 18 years old (non-participants at event) 55
- Total number of Orange County student and/or resident participants 141
- Percentage of Orange County student/resident participants new to the event this year 100%
- Percentage of female (student) participants  $40/72 = 56\%$
- Percentage of Black participants  $25/72 = 35\%$
- Percentage of Hispanic participants  $52/72 = 72\%$
- Percentage of Asian American participants  $12/72 = 17\%$



## Orange County

### NAPC/NAC Sponsorship Impact Report

#### Program Information

NAC (North America Championship), and NAPC (North America Programming Camp) are events conducted by the International Collegiate Programming Contest (ICPC). The ICPC regulates a series of algorithmic programming competitions around the world on an annual basis to advance top performers to the pinnacle of programming events: The World Finals. Teams of three, representing their university, work to solve the most challenging real-world problems, fostering collaboration, creativity, innovation, and the ability to perform under pressure. Throughout the year, over 60,000 teams from around the globe compete for one of the coveted 128 placements at the ICPC World Finals, in order to compete with the best of the best and vie for a shot as the World Champions! North America is one of 8 ICPC Regions around the globe that sends teams to the World Finals. There are 11 Regional Contests and 8 Divisional Championships within North America. Annually, more than 2,500 teams from North America compete in programming events to progress to the NAC, with approximately 12 teams advancing to the World Finals, depending on performance. The NAC is a premier programming competition in North America for the best teams in the Region and is a great source of pride for the institutions and communities that these competing teams represent. The NAC is also a unique event for the event's sponsors as they have the opportunity to interact not only with some of the best collegiate programmers in North America but also with the schools that train these talented programmers.

The North America Programming Championship and Camp took place in a virtual format the week of August 8th 2021. While the event had been planned as an in-person event, a covid spike during the Delta variant, lead to a state of emergency in Orange County and UCF and ICPC made the decision to shift to virtual in the interest of everyone's health. The week of events (trainings, presentations from sponsors, career fair...etc.) all shifted to the new format. UCF hosted approximately 200 students who participated in the event at any given time, all from United States or Canadian schools. Outside of the STEM-based skills required in computer programming, participants also were coached throughout the week around elements of communication, team building, and problem solving.

The top 5 teams of the North America Championship were:

- 1) University of Waterloo
- 2) Massachusetts Institute of Technology
- 3) Georgia Tech
- 4) Swarthmore College
- 5) University of British Columbia

Employment aspiration data was not collected from participants. MIT was a last-minute addition when the event shifted to virtual, so nationality information was not collected. Georgia Tech's team consisted of 3 male students, two of whom are Chinese citizens. Swarthmore's team was the only team of 2 in the competition. Both male and US citizens. The two Canadian teams are also teams of 3, also all males.

The University of Central Florida tied for 7th place with 4 other schools (University of Cincinnati, UCLA and University of Texas Austin).

## Orange County

### NAPC/NAC Sponsorship Impact Report (continued)

#### **Impact Metrics:**

- Total number of participants:
  - Roughly 200 throughout the week
- Total number of audience members under 18 years old (non-participants at event):
  - Not Applicable. Participants were between 18-24 years old.
- Total number of Orange County student and/or resident participants-
  - 5 participants
- Percentage of Orange County student/resident participants new to the event this year
  - 100%
- Percentage of female participants:
  - 8 female participants

Racial demographic data could not be collected due to standards and practices of the International Collegiate Programming Contest organization. Observationally, however, the participant group was roughly 60% Caucasian and 35% Asian, with a very small quantity of African American and Hispanic students.

#### **Appendix Listing:**

Please find the Weeklong Event Program below, which includes references to Orange County Sponsorship and message from Mayor Demings. This program also includes a listing of student attendees and coaches from participating institutions, a detailed event schedule laying out sponsor recognition event dates, times, and logistics, as well as a summary of corporate and organizational sponsors and associated recognition items.

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**ORANGE COUNTY, FLORIDA  
AND  
COLLEGIATE PATHWAYS, INC.**

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**FY 2023 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 1st 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 COLLEGIATE PATHWAYS, INC., DBA TECH SASSY GIRLZ, hereinafter referred to as "TECH SASSY GIRLZ".

**WITNESSETH:**

WHEREAS, TECH SASSY GIRLZ has applied to the County for a donation of funds for the operations of TECH SASSY GIRLZ; 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; and

WHEREAS, the County looks to TECH SASSY GIRLZ 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; and

WHEREAS, the County has appropriated funds to be donated to TECH SASSY GIRLZ for such purposes; and

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

WHEREAS, TECH SASSY GIRLZ has available the necessary qualified and trained personnel, 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 Fifty Thousand and no/100 Dollars (\$50,000.00) ("County Contribution") to be administered and disbursed by TECH SASSY GIRLZ 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. The County Contribution shall be made in two (2) installments: (1) 80% of the County Contribution (\$40,000.00) shall be paid following full execution of this Agreement within 30 days of County's receipt of an invoice, and (2) the remaining 20% of the County Contribution (\$10,000.00) shall be paid upon the County's satisfactory receipt of a final performance report of TECH SASSY GIRLZ's activities/programs/services and expenditure of budget as described in Exhibit "A." This final report, as described in Exhibit "B", shall demonstrate the scope and reach of TECH SASSY GIRLZ's services that were funded pursuant to this Agreement. This report is due to the Orange County Office of Innovation & Emerging Technology no later than 45 days after September 30, 2023. The second installment payment shall be paid within 30 days of receipt of the final performance report, which will also determine compliance for future funding. 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 TECH SASSY GIRLZ 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, TECH SASSY GIRLZ 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. TECH SASSY GIRLZ's Obligation.**

**2.1 Representation of TECH SASSY GIRLZ.** TECH SASSY GIRLZ 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", which should include partnering with Orange County.

**2.2 TECH SASSY GIRLZ as Independent Contractor.** The parties expressly acknowledge that the TECH SASSY GIRLZ 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.** TECH SASSY GIRLZ, 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.** TECH SASSY GIRLZ 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. TECH SASSY GIRLZ 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 TECH SASSY GIRLZ to receive future contributions from the County.

**2.5 Non-Profit Status.** TECH SASSY GIRLZ agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If TECH SASSY GIRLZ 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, TECH SASSY GIRLZ, 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 TECH SASSY GIRLZ's books and accounts at any time during normal working hours, provided that reasonable notice is given to TECH SASSY GIRLZ prior to any such inspection. Any costs incurred by TECH SASSY GIRLZ as a result of a County audit shall be the sole responsibility of and shall be borne by TECH SASSY GIRLZ. In addition, should TECH SASSY GIRLZ provide any or all of the County's funds to sub-recipients, then, and in that event, TECH SASSY GIRLZ 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, TECH SASSY GIRLZ 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.** TECH SASSY GIRLZ 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.** TECH SASSY GIRLZ 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 or growing out or in any way connected with the performance of this Agreement itself.

**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. 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. Upon termination, any unexpended portion of the County Contribution shall be returned to the County.

**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 Court in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

**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*  
for Jerry L. Demings  
Orange County Mayor

Date: January 10, 2023

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

By: *Katie Smith*  
Deputy Clerk

Date: January 10, 2023

**COLLEGIATE PATHWAYS, INC.**

By: *Laine Powell*  
Laine Powell, Ed.D.  
Executive Director

Date: 10/18/22

## EXHIBIT A

### TECH SASSY GIRLZ

#### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$50,000 for FY22-23 will be used to support TECH SASSY GIRLZ operations, which consist of highly skilled program and event managers within the precollegiate STEM education industry. Beyond planning, hosting, raising complementary funding, and executing an annual event (in-person or virtual) for this scope of work, TECH SASSY GIRLZ 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 TECH SASSY GIRLZ 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 this event/program. Marketing efforts for the event/programs should especially target middle and high school student participation from the following zip codes of Orange County, if a pre-collegiate program: 32808, 32805, 32839, 32811, 32818, 32810, 32801, 32822, and 32703.

TECH SASSY GIRLZ Proposed Budget – Total: \$ 50,000

<b>FY 22 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Event Logistics (non-Supplies)	\$2,000	i.e. room rent; computer subscriptions; software, training
Equipment & Supplies	\$3,800	i.e. AV equipment, computer, screen
Marketing	\$6,200	i.e. print fees/supplies; website & SEO optimization upgrades; materials and STEM kits for students; database to manage student info
Staffing & Training	\$20,000	Staff to manage program and events
Other Direct Costs	\$8,000	i.e. travel for speakers/mentors; transportation for students, curriculum development, food for students, paper, USB drives, notebooks, pens, industry-focused, leadership, employability, and exploration activities
Indirect Costs	\$10,000	20% indirect rate

Additional Sponsorship Expectations/Deliverables:

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, Tech Sassy Girlz shall provide the County with a copy of its final performance and financial report of the agency's activities/programs/services and impact metrics.

	<b>Report Due (no later than)</b>	<b>Second Payment Due to TECH SASSY GIRLZ</b>
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 1 – 2 paragraph summary describing the event, including annual theme, location, ongoing 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 the event
- Proof of Orange County logo and other sponsorship benefits/placement (i.e. soft copies of collateral and/or screenshots/photos suffice)
- Confirmation of the Orange County STEM Career video shown during event, 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)

### SECTION B: Impact Metrics

- *Impact Metrics of 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)*
  - 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 Tech Sassy Girlz 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, Tech Sassy Girlz 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: David Volz, Chief Innovation and Emerging Technologies  
 Officer  
 201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
 Orlando, Florida 32802  
 Phone: (407) 836-7370  
 Fax: (407) 836-7399

Reports and Communications to Tech Sassy Girlz

ATTN: Dr. Laine Powell, Executive Director  
 1802 N. Alafaya Trail, Suite 144, Orlando, FL 32817  
  
 Phone: 407-476-7274

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**ORANGE COUNTY, FLORIDA**

**AND**

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**

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**FY 2023 GRANT AGREEMENT**

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THIS AGREEMENT, made 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.**

The County has appropriated for the period commencing October 1, 2022 and ending September 30, 2023, the total sum of \$50,000 and No/100 Dollars 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, 2023 for the designated purpose set forth in Exhibit "A" shall be returned to the County. The County's contribution of \$50,000 to OCPS shall be made in two (2) installments: \$35,000 shall be paid within 30 days of the County's receipt of an invoice for same, and (2) the remaining \$15,000 shall be paid within 30 days of the County's satisfactory receipt of a final performance report of 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's 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, 2023. 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.

- 1.1 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.
- 1.2 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. 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 OCPS to receive future contributions from the County.

- 2.5 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 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 the OCPS as a result of a County audit shall be the sole responsibility of and shall be borne by the 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.
- 2.6 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.
- 2.7 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.
- 2.8 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, 2022 and shall continue until September 30, 2023. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days' notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

### **Section 4. Miscellaneous.**

- 4.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.
- 4.2 **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.
- 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**

for By: *Jerry L. Demings*  
 Name: Jerry L. Demings  
 Title: Orange County Mayor  
 Date: January 10, 2023, 2022

Attest: *Katie Smith*  
 Diamond, CPA, County Comptroller As  
 Clerk of the Board of County  
 Commissioners

Date: January 10, 2023, 2022

**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: Chair

Date: 11/16/22, 2022

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

Date: November 16, 2022

Approved as to form and legality by the Office of Legal Services to the Orange County School Board on: 9-19-22 Signature: *Virvan Cocotas*  
 Print Name: Virvan Cocotas



**EXHIBIT A**

**OCPS Career & Technical Education – STEM and Teacher Support Focus**

**ACTIVITY FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of Fifty thousand dollars (\$ 50,000.00) for the FY 22-23 will be used to support OCPS-Career & Technical Education (CTE) STEM experiential learning experiences for students. These events will include, but not limited to: Manufacturing Design/Build Expo, Artificial Intelligence, Cyber Security, Biomedical, and a Student/Teacher STEM Symposium. In addition, a STEM recognition event and Teacher STEM related summer professional development (Convergence). OCPS-CTE commits to showing the County's STEM Careers promotional videos at least once during the events, as well as working with the County staff, as needed, to collaborate on how County staff can support the event 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-CTE 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. Marketing efforts for the STEM related student experiential learning events should especially target student participation from the following zip codes of Orange County, if a pre-collegiate program: 32808, 32805, 32839, 32811, 32818, 32810, 32801, 32822, and 32703.

<OCPS- CTE> Proposed Budget-Total: \$50000

<b>FY 22 – 23 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Event Logistics (non-supplies)	\$ 22,000.00	Room/facility rentals/AV
Equipment and Supplies	\$ 5,000.00	Equipment and supplies to support the STEM related competitions and work based learning activities.
Marketing	\$ 8,000.00	Posters, program booklet, student produced video; CTE Social Media, school social media, printing, directional signage, printing and giveaways
Food	\$14,000.00	Breakfast, lunch, snacks for students, speakers/presenters, chaperones, and instructors
Recognition/Awards	\$ 1,000.00	STEM Principal of the Year and Students
<b>Total</b>	<b>\$ 50,000.00</b>	

Additional Sponsorship Expectations/Deliverables:

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.

	<b>Report Due (no later than)</b>	<b>Second Payment Due to&lt;OCPS&gt;</b>
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 1 - 2 paragraph summary describing the 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 the event
- Brief description of any winning teams/participants if a competitive element exists for the program/event, 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 event/program
- Proof of Orange County logo and other sponsorship benefits/placement (i.e. soft copies of collateral and/or screenshots/photos suffice)
- Confirmation of the Orange County STEM Career video shown during event, 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 this competition

### SECTION B: Impact Metrics

- *Impact Metrics of 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)*
  - 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, 5<sup>th</sup> 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 Director, Orange Technical College  
 Career & Technical Education Department  
 445 West Amelia Street,  
 Orlando, Florida 32801  
 Phone: 407-317-3200, ext. 200-2782  
 Fax: 407-317-3200, ext. 200-2808

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**Orange County, Florida  
University of Central Florida Board of Trustees  
AND  
University of Central Florida Foundation, Incorporated.**

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**FY 2023 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 10 day of January, 2023, by and among Orange County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," University of Central Florida Board of Trustees, hereinafter referred to as the "UCF", and University of Central Florida Foundation Incorporated, hereinafter referred to as "Foundation."

**WITNESSETH:**

WHEREAS, Foundation has applied to the County for a donation of funds for the operations of the UCF; 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 UCF 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 UCF, through its direct support organization, Foundation, for such purposes; and

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

WHEREAS, UCF 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, 2022 and ending September 30, 2023, the total sum of Sixty Five Thousand and No/100 Dollars (\$65,000) to be administered and disbursed by Foundation 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. The County's contribution of \$65,000 to Foundation shall be made in two (2) installments: (1) \$45,500 shall be paid within 30 days of the County's receipt of an invoice for same, and (2) the remaining \$19,500 shall be paid within 30 days of the County's satisfactory receipt of a final performance report of UCF'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 the UCF 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. 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 Foundation 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, UCF and Foundation agree that they 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. UCF's Obligation.**

**2.1 Representation of UCF.** UCF represents that it will use its best efforts to develop and promote STEM careers and education opportunities in Central Florida. To the extent feasible, UCF shall partner with Orange County to develop and promote said careers and education opportunities.

**2.2 UCF as Independent Contractor.** The parties expressly acknowledge that the UCF 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.** UCF, 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.** Foundation 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. Foundation or UCF as applicable agree 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 UCF to receive future contributions from the County.

**2.5 Non-Profit Status.** UCF and Foundation agrees to maintain their non-profit status in the State of Florida throughout the term of this Agreement. If the Foundation should, during the term of this Agreement, lose their non-profit status, they 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, Foundation, 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 Foundation's books and accounts at any time during normal working hours, provided that reasonable notice is given to Foundation prior to any such inspection. Any costs incurred by Foundation as a result of a County audit shall be the sole responsibility of and shall be borne by the Foundation. In addition, should the Foundation provide any or all of the County's funds to sub-recipients, then, and in that event, Foundation 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, Foundation 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.** Neither Foundation nor UCF may assign their 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.** Foundation and UCF agree 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 or growing out or in any way connected with the performance of this Agreement itself, unless caused by the negligent or intentional acts or omissions of 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. However, this Agreement can be terminated by any 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.

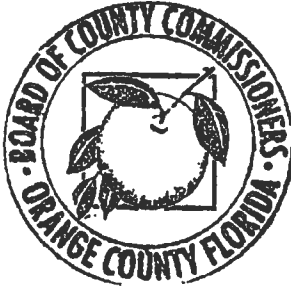
**4.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of 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.

**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*  
for Jerry L. Demings  
Orange County Mayor

Date: January 10, 2023

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

By: *Phil Diamond*  
Deputy Clerk

Date: January 10, 2023

**University of Central Florida Board of Trustees**

By: *Alexander N. Cartwright*  
Alexander N. Cartwright, Ph.D., President

Date: 10/20/22

**University of Central Florida Foundation, Inc.**

By: *Rodney M. Grabowski*  
Rodney M. Grabowski, CFRE, Senior Vice  
President for University Advancement and  
Partnerships and CEO, UCF Foundation, Inc.

Date: 10/18/22

**EXHIBIT A**

**University of Central Florida**

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Sixty Five Thousand and 00/100 Dollars (\$65,000) for FY22-23 will be used to support UCF's operations, which consist of experienced, highly skilled program and event managers within K-12 and collegiate STEM education. Beyond planning, hosting, raising complementary funding, and executing annual events (in-person or virtual) for this scope of work, UCF commits to showing the County's STEM Careers promotional videos at least once during each event, as well as working with County staff, as needed, to collaborate on how County staff can support the events/programs 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, UCF 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 events/programs.

UCF Proposed Budget – Total: \$ 65,000

<b>FY 22-23 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
FEEC (K-12 Teacher Workshop)	\$5,000	Teacher support, supplies, food, parking, site rental
STEM Day	\$27,000	School transportation, program supplies, parking services, equipment rental
STEM Ambassadors	\$7,500	Transportation for school visits, project supplies,
K-12 STEM Camps (NAPC feeder)	\$25,500	Part-time support, counselors, student participation fees/scholarship, supplies

Additional Sponsorship Expectations/Deliverables:

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, UCF shall provide the County with a copy of its final performance and financial report of the agency's activities/programs/services and impact metrics.

	<b>Report Due (no later than)</b>	<b>Second Payment Due to UCF</b>
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 1 – 2 paragraph summary describing the events, including themes, locations, on-going programmatic elements and offerings, new services/offerings, etc.
- A list of STEM based skills, as well as other skills, the events/programs provide to participants
- A copy of the itinerary for the events
- Brief description of any winning teams/participants if a competitive element exists for the program/event, 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 event/program
- Proof of Orange County logo and other sponsorship benefits/placement (i.e. soft copies of collateral and/or screenshots/photos suffice)
- Confirmation of the Orange County STEM Career video shown during event, 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 this competition

### SECTION B: Impact Metrics

- *Impact Metrics of 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)*
  - 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 UCF 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, UCF 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, 5<sup>th</sup> Floor  
 Orlando, Florida 32802  
 Phone: (407) 836-7370  
 Fax: (407) 836-7399

Reports and Communications to the UCF:

University of Central Florida  
 ATTN: Sean Farrell, Associate Director for Advancement  
 UCF Foundation, Inc.  
 12424 Research Parkway, Ste. 250  
 Orlando FL 32826  
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