



**Interoffice Memorandum**

October 12, 2023

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

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

A handwritten signature in black ink, appearing to read "SB", written over the "FROM" line.

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

Handwritten initials "RHA" in black ink, written over the "THRU" line.

CONTACT: 407-836-5493

SUBJECT: **October 24, 2023** – Consent Agenda Item  
Approval and Execution of Grant Agreements for FY 2024 between  
Orange County, Florida and six 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) For Inspiration and Recognition of Science and Technology (FIRST) 2) Collegiate Pathways, Inc. 3) University of Central Florida Board of Trustees and University of Central Florida Foundation, Incorporated 4) Central Florida STEM Education Council 5) Florida Photonics Cluster, Inc. and 6) National Center for Simulation.

The purpose of this recommendation is to continue 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 2024 Grant Agreements with 1) For Inspiration and Recognition of Science and Technology (FIRST) in the amount of \$63,000, 2) Collegiate Pathways, Inc. in the amount of \$52,500, 3) University of Central Florida Board of Trustees and University of Central Florida Foundation, Incorporated in the amount of \$68,250, 4) Central Florida STEM Education Council in the amount of \$10,000, 5) Florida Photonics Cluster, Inc. in the amount of \$10,500 and 6) National Center for Simulation in the amount of \$15,000, for the period of October 1, 2023 through September 30, 2024 for a total amount of \$219,250.**

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**ORANGE COUNTY, FLORIDA  
AND  
FOR INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY  
(FIRST).  
FY 2024 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 24 day of October, 2023, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and FOR INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY (FIRST), hereinafter referred to as the "FIRST".

**WITNESSETH:**

WHEREAS, FIRST has applied to the County for a donation of funds for the operations of the FIRST Orlando Regional; 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 FIRST 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 FIRST for such purposes; and

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

WHEREAS, FIRST 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 Sixty-three Thousand and No/100 Dollars (\$63,000) to be administered and disbursed by FIRST 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 \$63,000 to the FIRST shall be made in two (2) installments: (1) \$47,250 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 FIRST'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 FIRST 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 FIRST 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, FIRST 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. FIRST's Obligation.**

**2.1 Representation of FIRST.** FIRST 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, FIRST shall partner with Orange County to develop and promote said careers and education opportunities.

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

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

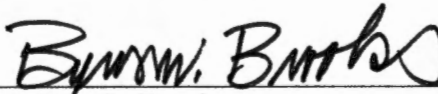
**4.3 No Third Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

**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  
Orange County Mayor



Date: 24 October 2023

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

By:   
Deputy Clerk

Date: 10/24/23

**FIRST:**  
**For Inspiration and Recognition of Science and Technology**  
**(FIRST)**

By:   
Mark Giordano  
Vice President, Development & Alumni Relations

Date: 23 August 2023

By: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### For Inspiration and Recognition of Science and Technology (FIRST).

#### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Sixty-three Thousand and 00/100 Dollars (\$63,000) for FY24 will be used to support FIRST's operations, which consist of experienced, highly skilled program and event managers within precollegiate STEM education. Beyond planning, hosting, raising complementary funding, and executing an annual event for this scope of work, FIRST 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, FIRST 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. The report deliverables in Exhibit B of Impact Metrics shall be in a matrix comparison to Orange county zip codes, other states and countries.

FIRST Proposed Budget – Total: \$63,000

<b>FY 24 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Event Production and training (non-Supplies)	\$20,000.00	Production Crew, Pipe and Drape, AV crew, venue for Training, parking and security
Supplies for Event and trainings	\$4,000.00	Alumni events, mentor training, t-shirts, volunteer food
Marketing	\$1,000.00	i.e. print fees/supplies; SEO optimization upgrades; etc.
Staffing	\$10,000.00	RD Salary
Rookie and Veteran team support	\$28,000.00	2,000.00 per veteran (7), 7,000.00 per Rookie (2)

#### **Additional Sponsorship Expectations/Deliverables:**

1. Regional coordination with OCPS to promote FIRST Team growth in OCPS
2. Execution of Annual Orlando FIRST Robotics Competition (FRC)

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, FIRST 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 FIRST</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 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 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, including photos/video
- A non-identifiable count by zip code of all registered precollegiate participants in Orange County and near by FL areas. A non-identifiable count of participants in teams in FL outside of local area, by team county, out of state, by state, and international participants, city and nation
- 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
  
- *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
  
- *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 FIRST 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, FIRST 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 FIRST:**

ATTN: Wendy Austin, Regional Coordinator  
 717 Magnolia Creek Circle  
 Orlando, FL 32828  
 Phone: 407-247-6776  
 Email: waustin@firstinspires.org

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

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**FY 2024 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 24 day of October, 2023, 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, 2023 and ending September 30, 2024, the total sum of Fifty-Two Thousand Five Hundred and no/100 Dollars (\$52,500.00) 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, 2024 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) \$42,000.00 shall be paid within 30 days of County's receipt of an invoice for same, and (2) the remaining \$10,500.00 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, 2024. 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, 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. 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. 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*  
Jerry L. Demings  
Orange County Mayor

Date: 24 October 2023



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

By: *Phil Diamond*  
Deputy Clerk

Date: 10/24/23

**COLLEGIATE PATHWAYS, INC.**

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

Date: 8/31/23

**EXHIBIT A**

**TECH SASSY GIRLZ**

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$52,500 for FY24 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, 32807, 32829 and 32703. The report deliverables in Exhibit B of Impact Metrics shall be in a matrix comparison to all Orange county zip codes.

TECH SASSY GIRLZ Proposed Budget – Total: \$52,500

<b>FY 24 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	\$22,000	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	\$10,500	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: 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**  
**University of Central Florida Board of Trustees**  
**AND**  
**University of Central Florida Foundation, Incorporated**

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**FY 2024 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 24 day of October, 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, 2023 and ending September 30, 2024, the total sum of Sixty-eight Thousand Two Hundred and Fifty and No/100 Dollars (\$68,250) 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, 2024 for the designated purpose set forth in Exhibit "A" shall be returned to the County. The County's contribution of \$68,250 to Foundation shall be made in two (2) installments: (1) \$47,775 shall be paid within 30 days of the County's receipt of an invoice for same, and (2) the remaining \$20,475 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, 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 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 agree to maintain their non-profit status in the State of Florida throughout the term of this Agreement. If the UCF or 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 entirely 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, 2023 and shall continue until September 30, 2024. 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. 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*  
Jerry L. Demings  
Orange County Mayor

Date: 24 October 2023

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

By: *Phil Diamond*  
Deputy Clerk

Date: 10/24/23

**University of Central Florida Foundation, Incorporated**

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

Date: \_\_\_\_\_

**University of Central Florida Board of Trustees**

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

Date: 9/11/23



## EXHIBIT A

### University of Central Florida

#### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Sixty-eight Thousand Two Hundred and Fifty and 00/100 Dollars (\$68,250) for FY24 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 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. The report deliverables in Exhibit B of Impact Metrics shall be in a matrix comparison to all Orange county zip codes.

UCF Proposed Budget – Total: \$68,250

<b>FY 24 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
K-12 Teacher Workshop, ie SECME or FEEC	\$5,250	Teacher support, supplies, food, parking, site rental
STEM Day	\$28,350	School transportation, program supplies, parking services, equipment rental
STEM Ambassadors	\$7,875	Transportation for school visits, project supplies,
K-12 STEM Camps	\$26,775	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 magnitude number of audience members (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 (not by zipcode)*
    - Number of Orange County residents who mentor, coach, and/or volunteer with helping at these events or an approximate number helping any aspect of preparing for the event
    - Number of STEM-career based Orange County residents who mentor, coach, and/or volunteer with helping at these events
    - Percentage of former UCF participants engaged with any aspect of these 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  
 Phone: 407.823.1570

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**ORANGE COUNTY, FLORIDA  
AND  
CENTRAL FLORIDA STEM EDUCATION COUNCIL**

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**FY 2024 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 24 day of October, 2024, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and the Central Florida STEM Education Council hereinafter referred to as "CFSEC".

**WITNESSETH:**

WHEREAS, CFSEC has applied to the County for a donation of funds for the operations of CFSEC 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 CFSEC to conduct outreach and STEM club and teacher development, provide economic development opportunities, and commit to develop the future workforce from local youth via hosting STEM events and programs that equip educators to more effectively communicate the importance of STEM and potential career opportunities. To that end, the County has appropriated funds to be donated to CFSEC for such purposes; and

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

WHEREAS, CFSEC 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, 2023 and ending September 30, 2024, the total sum of Ten thousand and No/100 Dollars (\$10,000.00) to be administered and disbursed by CFSEC 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 Contribution shall be made in two (2) installments: (1) \$7,000.00 shall be paid following full execution of this Agreement within 30 days of County's receipt of an invoice for same, and (2) the remaining \$3,000.00 shall be paid upon the County's satisfactory receipt of a final performance report of CFSEC 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 CFSEC'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 November 15, 2024. 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 CFSEC 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, CFSEC 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. CFSEC's Obligation.**

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

**2.2 CFSEC as Independent Contractor.** The parties expressly acknowledge that CFSEC 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.** CFSEC 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.** CFSEC 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. CFSEC 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 CFSEC to receive future contributions from the County.

**2.5 Non-Profit Status.** CFSEC (a 501c3; Tax ID #45-1617063) agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If CFSEC 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, CFSEC, 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 CFSEC's books and accounts at any time during normal working hours, provided that reasonable notice is given to CFSEC prior to any such inspection. Any costs incurred by CFSEC as a result of a County audit shall be the sole responsibility of and shall be borne by CFSEC. In addition, should CFSEC provide any or all of the County's funds to sub-recipients, then, and in that event, CFSEC 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, CFSEC 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.** CFSEC 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.** CFSEC 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 entirely 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, 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. 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 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*  
for Jerry L. Demings  
Orange County Mayor

Date: *24 October 2023*

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

By: *Phil Diamond*  
Deputy Clerk

Date: *10/24/23*

**Central Florida STEM Education Council**

By: *Carol Ann Dykes Logue*  
Carol Ann Dykes Logue  
CFSEC Board Chair

Date: *30 August, 2023*

## **EXHIBIT A**

### **CFSEC**

#### **ACTIVITY FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of Ten thousand and no/100 dollars (\$10,000) for FY24 will be used to support CFSEC's operations, which consist of highly skilled program and event managers within the pre-collegiate STEM education industry and STEM professionals from industry, government and academia.

CFSEC establishes partnerships and collaborations to offer Orange County educators hands-on professional development training opportunities to enhance their skills and confidence teaching STEM to their students. During the 2024 funding year, CFSEC will concentrate on the following activities:

1. Partnering with Orange County Public School (OCPS) Career & Technical Education and STEM Coordinator teams to coordinate support for 30 teachers (10 elementary, 10 middle, and 10 from high schools) in target schools to complete training in the CoderZ program. CoderZ teaches coding using robotics as the application and learning context. The educators will complete the training in parallel with OCPS students and will be able to expand on their new skills by implementing classroom activities.
2. Continue to support FIRST Lego League by funding professional development workshop offerings for educators from OCPS target schools.

Beyond planning, hosting, raising complementary funding, and executing professional development programs for educators for this scope of work, CFSEC 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 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, CFSEC 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, 32807, 32829 and 32703. The report deliverables in Exhibit B of Impact Metrics shall be in a matrix comparison to all Orange county zip codes.

CFSEC Proposed Budget – Total: \$10,000

<b>FY 24 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Staffing	-	Financial & Administrative Support staff
Educator Professional Development	\$10,000	Educator Training, stipends and substitutes for training in CoderZ and FIRST
Indirect Costs	-	Ten percent (10%)

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, CFSEC 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 CFSEC</b>
Final	November 15, 2024	Within 30 days of receipt of 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 educators provided professional development making them aware of local STEM career opportunities, 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 CFSEC educator workshops conducted, 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 workshops provided educators training on.
- A list of STEM based skills, as well as other skills, the events/programs provide to youth participants
- Background of instructors utilized to deliver the educator training
- A list of all registered educator participants by his/her school and zip code
- A list of all Orange County schools represented by educators who participated in the programs offered.
- A list of organizations (industry, government, academia, nonprofit) that participated to support the educator training on STEM skills and careers and the STEM fields they each represented.
- Rankings/performance statistics of Orange County-based teams and/or participants if a competitive element exists in the supported youth event/program(s)
- Copies of agendas for the events
- Results of any pre- and post-assessments conducted of the participating educators
- Results of surveys of the participating educators to capture the impact of the education they receive.
- Results of surveys of the non-educators participants (industry, government, academia, nonprofit) to capture their insights and willingness to engage in future educator training events.
- 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 events
- A non-identifiable count of all registered precollegiate participants, supported by this program, by zip code of all registered precollegiate participants (for out of state and international participants, city and nation suffice)
- A list of all Orange County schools who provide support for competing teams at the supported competition/program/event
- 

#### SECTION B: Impact Metrics

- *Impact Metrics of Actual Events*
  - Total number of educator participants
  - Estimated number of students each educator teaches
  - Total number of Orange County schools supported
- *Impact Metrics of supported participants at Events, by zip codes*
  - Total number of participants
  - Approximate number of audience members under 18 years old (non-participants at event)
  - Total number of Orange County student and/or resident participants
  - Count/Percentage of Orange County student/resident participants new to the event this year
  - Count/Percentage of female participants
  - Count/Percentage of Black participants
  - Count/Percentage of Hispanic participants
  - Count/Percentage of Asian American participants
  - Count/Percentage of Multiracial participants
- *Impact Metrics of Program (Outside of Events), by zip codes*
  - 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
  - Count/Percentage of female participants
  - Count/Percentage of Black participants
  - Count/Percentage of Hispanic participants
  - Count/Percentage of Asian American participants
  - Count/Percentage of Multiracial participants
- *Additional Metrics*
  - Number of Orange County residents who mentor, coach, and/or volunteer with helping in any aspect of the events.
  - Number of Orange County-based organizations (industry, academia, government, nonprofit) categorized by STEM discipline that provide mentors, coaches and/or volunteers or sponsorship or any other form of support in any aspect of the events.

**2) Within 30 days of its release, CFSEC 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 CFSEC**

**Central Florida STEM Education Council  
ATTN: Carol Ann Dykes Logue, Board Chair  
3259 Progress Drive  
Orlando, FL 32826  
Phone: 407-635-9882  
FAX: NA**



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**ORANGE COUNTY, FLORIDA  
AND  
FLORIDA PHOTONICS CLUSTER, INC.**

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**FY 2024 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 24 day of October, 2023, by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and FLORIDA PHOTONICS CLUSTER, INC., hereinafter referred to as "FPC".

**WITNESSETH:**

WHEREAS, FPC has applied to the County for a donation of funds for the operations of FPC; 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 FPC 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 FPC for such purposes; and

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

WHEREAS, FPC 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, 2023 and ending September 30, 2024, the total sum of Ten Thousand Five Hundred and no/100 Dollars (\$10,500.00) ("County Contribution") to be administered and disbursed by FPC 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 Contribution shall be made in two (2) installments: (1) \$8,400.00 shall be paid within 30 days of County's receipt of an invoice for same, and (2) the remaining \$2,100.00 shall be paid upon the County's satisfactory receipt of a final performance report of FPC'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 FPC'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 November 15, 2024. 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 FPC 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, FPC 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. FPC's Obligation.**

**2.1 Representation of FPC.** FPC 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 FPC as Independent Contractor.** The parties expressly acknowledge that the FPC 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.** FPC, 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.** FPC 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. FPC 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 FPC to receive future contributions from the County.

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

Date: *24 October 2023*

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

By: *Phil Diamond*  
Deputy Clerk

Date: *10/24/23*

**FLORIDA PHOTONICS CLUSTER, INC.**

By: *Barron Mills*  
Barron Mills  
Executive Director

Date: *9/8/2023*

## EXHIBIT A

### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$10,500 for FY24 will be used to support FPC’s mission to promote Florida photonics and optics education amongst high school and college age students and to strengthen FPC’s STEM outreach coordination. Funding will also be used to support FPC’s operations, which consist of highly skilled program and event managers within the precollegiate STEM education industry. Beyond planning, hosting, raising complementary funding, and executing event(s) (in-person or virtual) for this scope of work, FPC commits to showing the County’s involvement in STEM Careers promotion during the event(s), 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 and/or speak at the event. Also, as needed FPC 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, 32807, 32829 and 32703. The report deliverables in Exhibit B of Impact Metrics shall be in a matrix comparison to all Orange County zip codes.

FPC Proposed Budget – Total: \$10,500

<b>FY 24 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Event Logistics (non-Supplies)	\$2,500	i.e. exhibit space, room/table space fee
CREOL Photonics Summer Camp(s)	\$2,000	Transportation, Program support, students (10-12 grade) participation fees, supplies
Laser and optics mini project	\$3,000	Pilot program to 1-2 high school for students
Staffing & Training	\$2,000	Staff to manage program and event/s
Indirect Costs	\$1,000	10% indirect rate

#### Additional Sponsorship Expectations/Deliverables:

- FPC will collaborate with the Central Florida STEM Education Council and OCPS to continue to distribute optics and photonics educators’ resources – to include last year’s video and printed career brochures – to be included in their programming.
- Participation in events (i.e. OSC Spark STEM Fest and OCPS event).
- Develop a pilot program and engage 1-2 high schools in a mini project with hands-on engagement working with tools that teaches them about laser and optics.
- Orange County shall be recognized as a “Diamond Patron Sponsor” on the FPC website and literature for FY24.
- Orange County will retain a seat on the FPC Board of Directors for 2024.

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, FPC 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 FPC</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 non-identifiable count of all registered precollegiate participants by zip code of all registered precollegiate participants (for out of state and international participants, city and nation suffice)
- A list of all Orange County schools who provide support for competing students/teams at this competition

### SECTION B: Impact Metrics

- *Impact Metrics of Actual Distribution*
  - Total number of STEM-based institutions that assisted FPC in getting the brochure out to students
  - Total number of STEM-based institutions that assisted FPC in getting the video out to students

- Social media tracking indicators for video views (by age group, gender, and County /if possible)
- *Impact Metrics of Participation (Event(s))*
  - Total number of students engaged in events/program elements at event(s)
  - Total number of students engaged in mini project(s)
  - Estimated total number of Orange County student and/or resident participants engaged in events/program elements at event(s)
  - Total number of take-home STEM kits distributed at event(s)
  - Total number of career brochure downloads during event(s)
  - Total number of visitors to event(s)
  - Count/Percentage of female participants
  - Count/Percentage of Black participants
  - Count/Percentage of Hispanic participants
  - Count/Percentage of Asian American participants
  - Count/Percentage of Multiracial participants
  - Estimated Percentage (for above counts) is acceptable for Expo/Science Center type events

**SECTION C: Distribution of STEM Brochure and Video**

A list/chart tracking the following information:

- **Current Status**
  - Photonics/Optics professional - industry
  - Photonics/Optics professional - academia
  - Photonics/Optics/Engineering student
  - Recruiter or service provider
  - Other
- **Age Group**
  - Under 18 years old
  - 18-25 years old
  - 26 to 35 years old
  - 36 to 50 years old
  - 50+ years old
- **Location**
  - Orange County FL
  - Central FL (other than Orange County)
  - South Florida
  - Other U.S. state or territory
  - International
- A list of STEM- based institutions that assisted FPC in getting the brochure out to students.
- A list of Orange County schools and/or organizations that assisted in the distribution of the brochure.

- Proof of Orange County logo on FPC's website [www.floridaphotonics.org](http://www.floridaphotonics.org) and other sponsorship benefits.
- Proof of Orange County Representative's inclusion on the FPC Board of Directors (i.e. website visibility as a Board member).
- Inclusion of OC representative on all FPC Board emails and Board meeting invitations as well as voting rights of the OC rep on the FPC Board of Directors.

2) Within 30 days of its release, FPC 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 FPC**

ATTN: Barron Mills, Executive Director  
3259 Progress Drive  
Orlando, FL 32826  
Phone: (407) 906-5570  
**Email: [info@floridaphotonics.org](mailto:info@floridaphotonics.org)**

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**ORANGE COUNTY, FLORIDA  
AND  
NATIONAL CENTER FOR SIMULATION  
  
FY 2024 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 24 day of October, 2023, by and among ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and NATIONAL CENTER FOR SIMULATION, hereinafter referred to as "NCS."

**WITNESSETH:**

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

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to promote Science, Technology, Engineering, Arts and Mathematics (STEAM) 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 NCS to conduct outreach and STEAM club development, provide economic development opportunities, and commit to develop the future workforce from local youth via hosting STEAM events and programs. To that end, the County has appropriated funds to be donated to NCS, through its direct support organization, NCS, for such purposes; and

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

WHEREAS, NCS has available the necessary qualified and trained personnel, facilities, Transportation, 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 Fifteen Thousand and No/100 Dollars (\$15,000) to be administered and disbursed by NCS 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 \$15,000 to NCS shall be made in two (2) installments: (1) \$10,500 shall be paid within 30 days of the County's receipt of an invoice for same, and (2) the remaining \$4,500 shall be paid within 30 days of the County's satisfactory receipt of a final performance report of NCS'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 NCS 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 NCS 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, NCS 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. NCS's Obligation.**

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

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

**2.5 Non-Profit Status.** NCS agree to maintain their non-profit status in the State of Florida throughout the term of this Agreement. If NCS 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, NCS, 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 NCS's books and accounts at any time during normal working hours, provided that reasonable notice is given to NCS prior to any such inspection. Any costs incurred by NCS as a result of a County audit shall be the sole responsibility of and shall be borne by NCS. In addition, should NCS provide any or all of the County's funds to sub-recipients, then, and in that event, NCS 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, NCS 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 NCS 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.** NCS 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 entirely 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, 2023 and shall continue until September 30, 2024. 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. 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: *Bryan Brooks*  
for Jerry L. Demings  
Orange County Mayor

Date: *24 October 2023*

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

By: *[Signature]*  
Deputy Clerk

Date: *10/24/23*

<sup>al</sup>  
**Nation Center for Simulation**

By: *L. Spaldy*  
Lindsey Spalding  
Director of STEM Programs

Date: *08-22-2023*

## EXHIBIT A

### Nation Center for Simulation

#### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000) for FY24 will be used to support NCS's modeling, simulation, and training (MS&T) workforce development programs, which host over 1,000 students and teachers from underrepresented communities annually. NCS offers engaging learning experiences for early learners starting in 5<sup>th</sup> grade participating in our DoD STARBASE program through young adults entering the workforce as interns or new hires with the NCS M&S certification. All programs facilitate participants in the practice of applied skills; such as, critical thinking, science, technology, engineering, art and math (STEAM) in a collaborative ecosySTEAM of teaching and learning. In all programs, participants are introduced to industry-level software used for 2D digital, 3D modeling, animation, and 3D printing to develop necessary skills needed for the MS&T STEAM workforce. An example of a STEAM project for teachers and students to participate to gain access to MS&T STEAM workforce content, process skills and application practice is designing a "Vehicle to their Future". This project includes using industry-level 3D-modeling, animation and digital art software. Once participants have completed the initial brainstorm and design phase, they will create a physical prototype of their vehicle including a marketing video to share within their community. Participants will be invited to a community showcase at their local community center to share their vehicle designs and why vehicles to the future are important for community success with community leaders and members.

The facilitators consist of experienced, highly skilled program and event managers within K-14 and collegiate STEAM education. Beyond planning, hosting, raising complementary funding, and executing annual events for this scope of work, NCS commits to showing the County's STEAM 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, NCS 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 STEAM related student experiential learning events. Marketing efforts for the STEAM related student experiential learning events should especially target student participation from the following zip codes of Orange County, if a pre-collegiate program: 32709, 32808, 32805, 32839, 32811, 32818, 32810, 32801, 32822, and 32703. The report deliverables in Exhibit B of Impact Metrics shall be in a matrix comparison to all Orange county zip codes.

NCS Proposed Budget – Total: \$15,000

<b>FY 24 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
(K-14 Teacher Workshop) i.e. I/ITSEC, 3D Printed vehicles, Sea Perch (mini remotely operated underwater vehicle)	\$5,000	Teacher training materials, and classroom supplies for specialized projects.
STEAM Competition Participation: i.e. Vehicles to the Future, Lunar Robotics	\$3,000	Transportation, program supplies, parking services

K-14 STEAM Camps i.e. GEMS, Florida Virtual School Camps, High School and technical school camps	\$7,000	Transportation, Part-time support, student participation fees/scholarship, supplies
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**Additional Sponsorship scope Expectations/Deliverables:**

NCS will engage with underserved communities and addresses workforce develop through the lens of modeling, simulation, and training which is a holistic approach to teaching and learning with heavy emphasis on applied practice of collaborative science, technology, engineering, art, and math. Throughout the school year the NCS MS&T workforce development lab hosts 5<sup>th</sup> grade students and their teachers to participate in the DoD STARBASE Central Florida program which is a 25-hour immersive curriculum designed to give underrepresented students and teachers applied STEAM practice with industry tools based on national STEAM standards. We encourage teachers and students to build a portfolio with us and continue to participate in one of our many summer programs that give teachers, middle, high school and college students an opportunity to continue their STEAM practice with industry tools in 20 to 25 hour applied summer programs. As students grow with NCS programs they have the opportunity to earn a workforce accredited M&S certification which impacts students through increased opportunities for scholarships, internships and careers.

This program is a scale up initiative to specifically engage with underserved Orange County communities who are geographically located within driving distance to NCS and have not been introduced to the world on MS&T.

**Expected Outcome:** Increased MS&T STEAM Education and Workforce Engagement with underserved Orange County teachers and students.

**Strategy:**

1. Get 5th grade students on the DoD STARBASE Central Florida Calendar for 2023-2024 school year
2. Register 50 middle school students for GEMS Summer camp 2024 (no cost to families)
3. Follow up with high schools to make sure they have senior students who applied for our NCS STEAM scholarship.
4. Hire 2 high school students from chosen schools as near peers for GEMS summer camp and one educator for an externship with GEMS STEAM educators
5. Host 6 K-14 educators in June to introduce them to the M&S certification and why it is important to earn and implement in their schools. Teachers will have the opportunity to take the certification exam over the summer.
6. **Sustain relationships moving forward to increase engagement annually.**

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, NCS 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 NCS</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 STEAM 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 STEAM 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 STEAM Career video shown during event, including how it was presented and on what day and timeframe of the itinerary
- A non-identifiable count of all registered precollegiate participants by zip code of all registered precollegiate participants (for out of state and 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, by zip codes*
  - 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
  - Count/Percentage of Orange County student/resident participants new to the event this year
  - Count/Percentage of female participants
  - Count/Percentage of Black participants

- Count/Percentage of Hispanic participants
- Count/Percentage of Asian American participants
- Count/Percentage of Multiracial participants
  
- *Impact Metrics of Program (Outside of Event), by zip codes*
  - 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
  - Count/Percentage of female participants
  - Count/Percentage of Black participants
  - Count/Percentage of Hispanic participants
  - Count/Percentage of Asian American participants
  - Count/Percentage of Multiracial participants
  
- *Additional Metrics, by zip codes*
  - 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 STEAM-career based Orange County residents who mentor, coach, and/or volunteer with helping this event or any aspect of preparing for the event
  - Count/Percentage of former NCS participants engaged with any aspect of the event, including preparation of teams prior to the event, sitting on its Boards, etc.
  - Count/Percentage of female mentors, coaches, and/or volunteers
  - Count/Percentage of Black mentors, coaches, and/or volunteers
  - Count/Percentage of Hispanic mentors, coaches, and/or volunteers
  - Count/Percentage of Asian American mentors, coaches, and/or volunteers
  - Count/Percentage of Multiracial mentors, coaches, and/or volunteers

2) Within 30 days of its release, NCS 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 NCS:

National Center for Simulation, ,  
 ATTN: Lindsey Spalding, Director of STEM Programs  
 3039 Technology Parkway  
 Orlando, FL 32826  
 Phone: 407-739-6597