



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-1748, **Version:** 1

Interoffice Memorandum

DATE: November 13, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Dennis Holste, Economic Development Administrator

CONTACT: Jessica Kinkle, Administrative Assistant

PHONE: 407-836-7366

DIVISION: Office of Economic, Trade and Tourism Development

ACTION REQUESTED:

Approval and execution of Orange County, Florida and National Center for Simulation FY 2025 Grant Agreement and authorization to disburse \$66,497 to address the possibility of cutbacks and closures of military installations through chairing the Metro Orlando Defense Task Force and to fund general operating expenses of NCS. (Office of Economic, Trade and Tourism Development)

PROJECT: Orange County, Florida and National Center for Simulation FY 2025 Grant Agreement

PURPOSE: The County has determined that such programs serve a public interest and support the development of the modeling, simulation and training sector of the Central Florida economy through education, training and promotion.

BUDGET: \$66,497

**ORANGE COUNTY, FLORIDA
AND
NATIONAL CENTER FOR SIMULATION**

FY 2025 GRANT AGREEMENT

THIS AGREEMENT, is made and entered into this 1st 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 Training & Simulation Technology Consortium, Inc., a Florida non-profit corporation whose FEI/EIN Number is 59-3239132, doing business as the National Center For Simulation, hereinafter referred to as "NCS."

WITNESSETH:

WHEREAS, NCS is not for profit trade association comprised of governmental, academic and industry members which promotes modeling and simulation technology expansion, supports education and workforce development and provides business development support to its members; and

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

WHEREAS, the County has determined that such programs serve a public interest and support the development of the modeling, simulation and training sector of the Central Florida economy through education, training, and promotion and to that end, the County has appropriated funds to be donated to the NCS for such purposes; and

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

WHEREAS, the NCS 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 Obligation. The County has appropriated for the period commencing October 1, 2024 and ending September 30, 2025, the total sum of Sixty Six Thousand Four Hundred Ninety-Seven and No/100 Dollars (\$66,497.00) to be administered and disbursed by the NCS solely for the purposes set forth in Exhibit "A". Any funds not spent or

encumbered by September 30, 2025 for the designated purpose set forth in Exhibit "A", shall be returned to the County within sixty (60) days. At NCS's request and for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant NCS up to six (6) additional months to expend the funds. Any such request shall be submitted in writing to the Office of Economic Development. The Economic Development Administrator shall issue a written decision in response to such request within 10 County business days. The County's contributions of \$66,497.00 to NCS shall be made in two (2) installments of \$33,248.50. Payments are scheduled based on the submission of two performance and financial reports, as outlined in Exhibit "A." The report for the first period (October 1 to March 31) is due no later than April 15, and the report for the final period (April 1 to September 30) is due no later than October 15, as described in Exhibit "B." The Final Report will determine compliance for future funding. 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.

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, BBCDC 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. NCS's Obligation.

2.1 Representation of NCS. The NCS represents that it will use its best efforts to develop and promote small businesses in Central Florida, which should include partnering with Orange County Economic Development and Business Development Offices. NCS shall expend funds paid hereunder solely for the purposes set forth in Exhibit "A."

2.2 No Lobbying. NCS shall not expend any funds paid under this Agreement 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 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.

2.3 NCS as Independent Contractor. The parties expressly acknowledge that the 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.

2.4 Unlawful Discrimination. The 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.

2.5 Accounting. The NCS 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. Reporting shall contain a standardized format including an Executive Summary, Table of Contents, detailed breakdown by programming, participant data, financials, and other specified sections pertaining to, as required by the agreement. All fonts in reporting should be legible and in Times New Roman 12 pt. format to ensure readability. A standardized reporting template to be provided upon request. 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 BBCDC to receive future contributions from the County.

2.6 Non-Profit Status. The NCS agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the NCS 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.

2.7 Right to Inspect and Audit Accounts. During the term of this Agreement, the NCS, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and her 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 the NCS prior to any such inspection. Any costs incurred by NCS L as a result of a County audit shall be the sole responsibility of and shall be borne by the NCS. In addition, should the NCS provide any or all of the County's funds to sub-recipients, then, and in that event, the 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.

2.8 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, the 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.

2.9 Assignment. The NCS 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.

2.10 Indemnification. The NCS 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 by NCS under this Agreement.

Section 3. Term and Termination. The term of this Agreement shall begin on October 1, 2024 and shall continue until September 30, 2025. 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. In the event of such termination NCS shall remit to the County any unspent funds paid hereunder.

Section 4. Notice. All notices required herein shall be delivered by either certified mail with return receipt requested or in person with proof of delivery. Notice shall be deemed received when (a) personally delivered or (b) on the third business day after mailing by certified mail with return receipt. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate party and address specified below:

COUNTY: Orange County Board of County Commissioners
Attn: Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Orange County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

NCS: National Center for Simulation
3039 Technology Parkway
Orlando, FL 32826

Section 5. Miscellaneous.

5.1 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.

5.2 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.

5.3 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.

5.4 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.**

5.5 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bruno Brooks*

JD
Jerry L. Demings
Orange County Mayor

Date: *3 December 2024*

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

By: *Phil Diamond*
62
Deputy Clerk
Clerk/Deputy Clerk of the Board

Date: DEC 03 2024

**TRAINING & SIMULATION TECHNOLOGY
CONSORTIUM, INC.**

d/b/a

NATIONAL CENTER FOR SIMULATION

By: *George E. Cheros*

George E. Cheros
President and CEO

Date: *11/5/2024*

EXHIBIT A

NATIONAL CENTER FOR SIMULATION

ACTIVITY FOR WHICH ORANGE COUNTY FUNDING IS PERMITTED

County funds in the amount of \$66,497.00 will be used as follows:

Funding in the amount of \$25,500.00 to address the possibility of cutbacks and closures of military installations through chairing the **Metro Orlando Defense Task Force**; to support the development and advocacy on behalf of the modeling, simulation, and training sector; and to support the design and implementation of local economic diversification strategies. T

Funding in the amount of \$40,997.00 will be used to fund **general operating expenses of NCS and support the following types of activities:** 1) using the County contribution as part of a local match for Florida Department of Commerce Defense Reinvestment and/or Defense Infrastructure grants; 2) collaborating with UCF, The Corridor, and the Orlando Economic Partnership on a booth at the Interservice/Industry Training Simulation and Education Conference (I/ITSEC) at the Orange County Convention Center; 3) working to secure additional research and development projects and grants for Central Florida; 4) supporting the convergence of digital media technology with the modeling, simulation, and training industry; 5) supporting middle and high school programs in technology; and 6) membership development and community outreach.

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 reports are to be submitted to the Office Economic, Trade & Tourism Development office as indicated:

1) NCS shall provide the County with a copy of its semiannual performance and financial reports of the agency’s activities/programs/services. A spreadsheet shall be provided outlining clients served to ensure alignment with programming goals. In cases where Grantee has been awarded multiple grants, staff should make every effort to prevent duplicating efforts and ensure that resources are allocated efficiently and strategically. Reporting periods shall end on March 31 and September 30.

Invoice	Period	Reports and Invoices Due
1	October 1– March 31	April 15
2	April 1 – September 30	October 15

Within each report, the following information needs to be included as it pertains to the agency’s activities/programs/services offered to companies located within unincorporated Orange County:

2) 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 Economic, Trade & Tourism Development
ATTN: Economic Development Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801
Phone: (407)836-7370
Fax: (407) 836-7399

Reports and Communications to NCS:

NATIONAL CENTER FOR SIMULATION
ATTN: George Cheros
National Center for Simulation
3039 Technology Parkway, Suite 213
Orlando, Florida 32826
Phone: (407) 384-6111
FAX: (407) 384-0043