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

FY 2026 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of October, 2025, 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, 2025 and ending September 30, 2026, a sum not to exceed Ten Thousand Eight Hundred Fifteen and no/100 Dollars (\$10,815.00) ("County Contribution") to be administered and disbursed by FPC solely for the purposes set forth in Exhibit "A". The County Contribution shall be made in installments: (1) up to \$8,650.00 shall be paid within 30 days of County's receipt of an invoice upon percentage completion of tasks, and (2) the remaining balance shall be paid within 30 days of 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." All invoices will be paid to reimburse expenses associated with the completion of specific tasks within the specified billing period.

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 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 and responsibilities set forth in Exhibit "A." To the extent feasible, FPC shall partner with Orange County to develop and promote said careers and education opportunities.

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 Policies. FPC, in performing its obligations under this Agreement, shall abide by Orange County's information technology policy, artificial intelligence policy, and whistleblower policy. FPC also shall comply with applicable accessibility and nondiscrimination policies in federal and state statutes and Chapter 22, Orange County Code, and shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation, 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. Any funds not spent or encumbered by September 30, 2026 for the designated purpose set forth in Exhibit "A" shall be returned to the County within 30 days.

2.5 Reporting. FPC agrees to submit reports to the County's Office of Innovation and Emerging Technologies according to the terms described in Exhibit "B." This final report, as described in Exhibit "B", shall demonstrate to the County the scope and reach of the FPC 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 Technologies on or before November 15, 2026. 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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, 2025 and shall continue until September 30, 2026. 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
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Date: _____

FLORIDA PHOTONICS CLUSTER, INC.

By: Nicole & Joyce
Nicole Joyce
Executive Director

Date: 11-14-25

EXHIBIT A

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding not to exceed \$10,815 for FY26 will be used to support FPC's mission to promote Florida photonics and optics education to high school and college age students and to strengthen FPC's STEM outreach by highly skilled program and event managers within the precollegiate STEM education industry. Funds under this contract will not be used for food and drink at events.

FPC Proposed Budget – Total: \$10,815

FY 26 Budget Categories	Amount	Allowable Expenses
Task #1 – Educator Awareness	\$3,500	Distribution of resources to organizations serving students
Task #2 – CREOL Photonics Summer Camp(s)	\$2,000	Program support for students' participation fees and supplies
Task #3 – Events	\$2,000	Exhibit space, room/table space fees, sponsorship
Task #4 – STEM Outreach	\$3,315	Co-branded booklets and STEM handouts provided to students

Task #1 – Educator Awareness: FPC will collaborate with Orange County organizations to distribute optics and photonics educators' resources to Orange County Public Schools (OCPS), Central Florida Urban League, Boys & Girls Club of Central Florida, and Take Stock in Children to demonstrate the importance of photonics.

Task #2 – CREOL Photonics Summer Camp(s): FPC will provide support for Orange County high school student(s) to attend CREOL Photonics summer camp(s).

Task #3 – Events: FPC will use funds under this task to participate in events to raise awareness about photonics education and careers (i.e. OSC Spark STEM Fest and OCPS events).

Task #4 – STEM Outreach: FPC will provide and distribute co-branded deliverables, including a career brochure and photonics video, to students and parents to promote attainable career opportunities in the optics and photonics industry.

Additional Sponsorship Expectations

1. Orange County shall be recognized as a member and "Diamond Patron Sponsor" on the FPC website and literature for FY26.
2. Orange County will retain a seat on the FPC Board of Directors for 2026.
3. FPC staff will meet with Orange County staff at least six times during the year to coordinate alignment with impact metrics, especially ensuring all County Commission Districts have student representation and/or access to the events/programs.

4. FPC will comply with all applicable federal executive orders and will include a nondiscrimination disclaimer on their website that programs and services are open to all with no restrictions on participation or funding based on race, ethnicity, or gender.

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 performance and financial report shall be submitted to the Office of Innovation & Emerging Technologies as indicated:

	Report Due (no later than)	Final Payment Due to FPC
Final Report and Invoice	October 15	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 students, or students sought for recruitment to local STEM career opportunities. The report deliverables in Exhibit "B" of Impact Metrics shall be in a matrix comparison to all Orange County zip codes.

SECTION A: Event/Program Information

- A 1 – 2 paragraph summary describing each event or program, including theme, location, participating agencies and co-sponsors, activities, and any new services or features
- A list of STEM-based skills, as well as other skills, each event or program provided to participants
- A copy of the agenda or itinerary for each event or program
- Proof of Orange County logo and other sponsorship benefits/placement at events (i.e. copies of collateral and/or screenshots/photos)

SECTION B: Impact Metrics

Impact Metrics of Workshops and Camps

- Description of each event, including Orange County area or school in which they were held
- Total number of participants in each event
- Estimated total number of Orange County student and/or resident participants at event(s)
- Total number of students provided support by FPC to attend summer camp(s)
- Total number of students engaged in summer camps or project(s)
- Total number of take-home STEM handouts or kits distributed at event(s)
- Total number of Photonics one-pager distributed to student(s)
- Total number of career brochure downloads during event(s)
- Total number of visitors to all event(s)

Impact Metrics of Awareness, Outreach, and Administration

- Total number of students provided take-home STEM handouts or kits by FPC
- Total number of Photonics one-pager distributed to student(s) by FPC
- Total number of students engaged in awareness and outreach
- A list of STEM-based institutions and organizations that assisted FPC in getting the brochure and video out to students.
- A list of Orange County schools and/or organizations that assisted in the distribution of the brochure and video.
- Social media analytics for content engagement and video views (by County, if possible)
- Proof of Orange County logo on FPC's website 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 Orange County Representative on all FPC Board emails and Board meeting invitations as well as voting rights of the Orange County Representative on the FPC Board of Directors.

2) Within 30 days of 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 Technologies
ATTN: Alissa Barber Torres, Chief Innovation and Emerging
Technology Officer
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801
Phone: (407) 836-5493
Email: alissa.torres@ocfl.net

Reports and Communications to FPC

ATTN: Nicole Joyce, Executive Director
3259 Progress Drive
Orlando, FL 32826
Phone: (407) 906-5570
Email: info@floridaphotonics.org