



**Interoffice Memorandum**

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

FROM: Andrea Wesser-Brawner, Chief Innovation Officer  
Innovation and Emerging Technology Office *AWB*

CONTACT: 407-836-5493

SUBJECT: **February 9, 2021** – Consent Agenda Item  
Approval and Execution of Grant Agreement for FY 2021 between  
Orange County, Florida and The School Board of Orange County,  
Florida

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

The purpose of this recommendation is to provide funding for general support to the final group on the initial slate of organizations presented on June 23, 2020.

**ACTION REQUESTED:** Approval and execution of Orange County, Florida and The School Board of Orange County, Florida FY 2021 Grant Agreement for the period of February 1, 2021 through September 30, 2021 in the amount of \$43,000.

AWB/mf

BCC Mtg. Date: February 9, 2021

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

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**FY 2021 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 1st day of February 2021, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, hereinafter referred to as "OCPS".

**WITNESSETH:**

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

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

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

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

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

**Section 1. County's Obligation.**

- 1.1** The County has appropriated for the period commencing February 1, 2021 and ending September 30, 2021, the total sum of \$43,000 and No/100 Dollars to be administered and disbursed by OCPS solely for the purposes set forth in Exhibit "A" and Exhibit "B". Any funds not spent or encumbered by September 30, 2021 for the designated purpose set forth in Exhibit "A" and Exhibit "B", shall be returned to the County. The County's contributions of \$43,000 to OCPS shall be made in two (2) installments of \$<70% of \$30,100> upon receipt, and the remaining \$<30% of \$12,900> contingent upon the satisfactory receipt of a final performance report of the agency's

activities/programs/services and expenditure of budget as described in Exhibit "A" and Exhibit "B". This final report as described in Exhibit "C", should help the County understand the scope and reach of OCPS's services that were funded during this fiscal year. This report is due to the Orange County Office of Innovation & Emerging Technology within 30 days after September 30, 2021. The first installment payment will be paid by the end of October or within 30 days after an invoice is provided. The second installment payment shall be paid within 30 days of receipt of the final performance report, which will 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 OCPS to receive future contributions from the County.

- 1.2 No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, OCPS agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.
- 1.3 No funds paid under this Agreement shall be expended for payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, including attorney's fees or attorneys on appeal of proceedings or judgments of any kind and nature.

## **Section 2. OCPS's Obligation.**

- 2.1 **Representation of OCPS.** OCPS represents that it will use its best efforts to develop and promote STEM careers and education opportunities in Central Florida, which should include partnering with Orange County.
- 2.2 **OCPS as Independent Contractor.** The parties expressly acknowledge that OCPS is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.
- 2.3 **Unlawful Discrimination.** OCPS, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.
- 2.4 **Accounting.** OCPS will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. OCPS agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of OCPS to receive future contributions from the County.

- 2.5 Non-Profit Status.** OCPS agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If OCPS 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, OCPS, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit OCPS's books and accounts at any time during normal working hours, provided that reasonable notice is given to OCPS prior to any such inspection. Any costs incurred by the OCPS as a result of a County audit shall be the sole responsibility of and shall be borne by the OCPS. In addition, should OCPS provide any or all of the County's funds to sub-recipients, then, and in that event, OCPS shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.
- 2.7 Maintenance of Records; Audit.** For a period ending five (5) years after the expiration or termination of this Agreement, OCPS shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.
- 2.8 Assignment.** OCPS may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.
- 2.9 Indemnification.** OCPS agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising out of OCPS's negligence or wrongful act or omission of any employee of OCPS while acting within the scope of their employment. Any indemnity or assumption of liability by OCPS hereunder shall be subject to OCPS's rights to sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing in this agreement shall be deemed a waiver of, or limitation of OCPS's sovereign immunity and limitations of liability pursuant to Florida law. In no event shall OCPS indemnify, or be responsible or liable for any loss, claim, damage or expense arising out of the acts or omissions of the County or taken or made by any party at the direction of the County or its personnel. The County shall be responsible for any loss, claim, expense or damage arising out of the acts or omissions of the County or taken or made by any party at the direction of the County or any of its personnel, including any of such parties' negligence and/or willful misconduct, as the case may be.

### **Section 3. Term and Termination.**

- 3.1 Term and Termination.** The term of this Agreement shall begin on February 1, 2021 and shall continue until September 30, 2021. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

**Section 4. Miscellaneous.**

- 4.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.
- 4.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
- 4.3 No Third Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.
- 4.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.
- 4.5 Severability.** It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

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

**ORANGE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

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

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

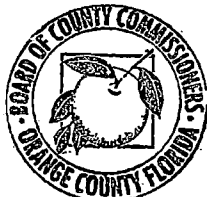
By: *Teresa Jacobs*  
Name: Teresa Jacobs  
Title: Chairman

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

Date: 1/20/2021  
Attest: *Barbara M. Jenkins*  
Barbara M. Jenkins, Ed.D., as its Secretary and Superintendent

Date: FEB 09 2021

Date: January 15, 2021



**EXHIBIT A**

**OCPS Career & Technical Education – STEM-PLTW Programs**

**ACTIVITY FOR WHICH FUNDING IS REQUESTED**

Funding in the amount of ten thousand dollars (\$10,000) for FY20-21 will be used to support OCPS-Career & Technical Education (CTE) STEM-PLTW instructor summit and student STEM conference. Beyond planning, hosting, raising complementary funding, and executing an annual event (in-person or virtual event during COVID-19 pandemic) for this scope of work, OCPS-CTE commits to showing the County's STEM Careers promotional videos at least once during the event, as well as working with County staff, as needed, to collaborate on how County staff can support the event/program with mentors and volunteers. If appropriate and available, County staff should be prioritized in the itinerary to present the video and/or speak at the event. Also, as needed, OCPS-CTE staff must meet with Orange County staff at least twice during the year to coordinate alignment with impact metric needs, especially ensuring all County Districts have student representation and/or access to this event/program. Marketing efforts for the event/programs should especially target middle and high school student participation from the following zip codes of Orange County, if a pre-collegiate program: 32808, 32805, 32839, 32811, 32818, 32810, 32801, 32822, and 32703.

<OCPS - CTE> Proposed Budget – Total: \$10,000

<b>FY 20 -21 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Event Logistics (non-Supplies)	\$0.00	i.e. room rent; computer subscriptions; etc. <i>(in-kind donation)</i>
Marketing	\$1,000.00	<i>Posters, program booklet, student produced video; CTE social media; school social media; printing directional signage printing, giveaways</i>
Food	\$9,000.00	<i>Breakfast, lunch, snacks for instructors (150), students (250-300), speakers/presenters (30), chaperones (50)</i>
<b>Total</b>	<b>\$10,000.00</b>	

**Additional Sponsorship Expectations/Deliverables:**

NO FUNDS PAID UNDER THIS AGREEMENT SHALL BE EXPENDED FOR PAYMENT OF ANY LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS OR COST OF ACTIONS, INCLUDING ATTORNEY'S FEES OR ATTORNEYS ON APPEAL OF ANY PROCEEDINGS OR JUDGMENTS OF ANY KIND AND NATURE.

**EXHIBIT B**

**OCPS/Curriculum and Digital Learning Department – STEM Focus**

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of thirty-three thousand dollars (\$33,000) for FY20-21 will be used to support OCPS-Curriculum and Digital Learning Departments- STEM Specific operations. Beyond planning, hosting, raising complementary funding, and executing an annual event (in-person or a modified virtual event during the COIV-19 Pandemic) for this scope of work, OCPS-CDL commits to showing the County's STEM Careers promotional videos at least once during the event, as well as working with County staff, as needed, to collaborate on how County staff can support the event/program with mentors and volunteers. If appropriate and available, County staff should be prioritized in the itinerary to present the video and/or speak at the event. Also, as needed, OCPS-CDL staff must meet with Orange County staff at least twice during the year to coordinate alignment with impact metric needs, especially ensuring all County Districts have student representation and/or access to this event/program. Marketing efforts for the event/programs should especially target middle and high school student participation from the following zip codes of Orange County, if a pre-collegiate program: 32808, 32805, 32839, 32811, 32818, 32810, 32801, 32822, and 32703.

OCPS Proposed Budget – Total: \$33,000

<b>FY 20 -21 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Equipment and Supplies	\$30,000	STEM Kit Supplies and Printed Materials, Decorations for STEM Principal of the Year Breakfast
Food	\$2,500	Food for STEM Principal of the Year Breakfast Event
Awards	\$500.00	Awards for STEM Principals of the Year

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 C

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

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

	<b>Report Due (no later than)</b>	<b>Second Payment Due to &lt;OCPS&gt;</b>
Final	November 15	Within 30 days of receipt report

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

### SECTION A: Major Event/Program Information

- A 1 – 2 paragraph summary describing the event, including annual theme, location, 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
- 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/collegiate> participants by his/her zip code (for international participants, city and nation suffice)
- A list of all Orange County schools who provide support for competing teams at this competition

### SECTION B: Impact Metrics

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



- Percentage of Multiracial participants
  - *Impact Metrics of Program (Outside of Event)*
    - Total number of students engaged in events/program elements leading up to event
    - Total number of Orange County student and/or resident participants engaged in events/program elements leading up to event
    - Percentage of female participants
    - Percentage of Black participants
    - Percentage of Hispanic participants
    - Percentage of Asian American participants
    - Percentage of Multiracial participants
  - *Additional Metrics*
    - Number of Orange County residents who mentor, coach, and/or volunteer with helping this event or any aspect of preparing for the event
    - Number of STEM-career based Orange County residents who mentor, coach, and/or volunteer with helping this event or any aspect of preparing for the event
    - Percentage of former OCPS participants engaged with any aspect of the event, including preparation of teams prior to the event, sitting on its Boards, etc.
    - Percentage of female mentors, coaches, and/or volunteers
    - Percentage of Black mentors, coaches, and/or volunteers
    - Percentage of Hispanic mentors, coaches, and/or volunteers
    - Percentage of Asian American mentors, coaches, and/or volunteers
    - Percentage of Multiracial mentors, coaches, and/or volunteers
- 2) Within 30 days of its release, OCPS shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

**Reports and Communications to the COUNTY:**

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

**Reports and Communications to OCPS:**

Orange County Public Schools  
 ATTN: Shannon Latimer, District Coordinator - NAF, Career Pathways  
 Career & Technical Education Department  
 445 West Amelia Street,  
 Orlando, Florida 32801  
 Phone: 407-317-3200, ext. 200-2024  
 Fax: 407-317-3200, ext. 200-2808