



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801

Legislation Text

File #: 26-0454, **Version:** 1

Interoffice Memorandum

DATE: March 30, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Alissa Barber Torres, PhD, FAICP, CLTD, Chief Innovation and Emerging Technology Officer

CONTACT: Lee Peters, Senior Monitoring and Evaluation Coordinator

PHONE: 407-836-5391

DIVISION: Office of Innovation and Emerging Technologies

ACTION REQUESTED:

Approval and execution of Donation Agreement by and between Orange County, Florida and the School Board of Orange County, Florida for workforce development per Contract #Y22-609 with Charter Communications, Inc. in the amount of \$50,000. (Office of Innovation and Emerging Technologies)

PROJECT: N/A

PURPOSE: Contribution: **Orange County Public Schools (OCPS) - \$50,000.** Funded by the American Rescue Plan Act, the County executed Contract #Y22-609 with Charter Communications, Inc. (Charter) in March 2023 for fixed fiber broadband installation to provide services and access to opportunity for underserved households. Contract #Y22-609 included a provision for Charter to “contribute \$50,000 to fund a workforce development program for network technicians...” (Exhibit A, Sec. 2(E)), and Charter made this donation in FY2024 for compliance. Based on recent investments at the Orange Technical College - East Campus, Orange County Public Schools (OCPS) now has the capacity to implement the program outlined in the contract provision. The donation agreement includes an OCPS proposal specifying program activities and use of funds for student tuition/industry certifications and equipment. The County Attorney’s Office has reviewed the agreement and proposal, which were approved by the Orange County School Board on March 10, 2026.

BUDGET: \$50,000 donated by Charter Communications, Inc. per applicable terms of Contract #Y22-609.

BCC Mtg. Date: April 21, 2026

DONATION AGREEMENT

This Donation Agreement (“Agreement”) is made and entered into by and **between Orange County, Florida**, a charter county and political subdivision of the State of Florida, located at 201 S Rosalind Avenue, Orlando, Florida 32801 (“County”) and the **School Board of Orange County, Florida**, a political subdivision of the State of Florida, located at 445 West Amelia Street, Orlando, Florida 32801 (“School Board”).

WITNESSETH

WHEREAS, on March 29, 2023, the County entered into Contract #Y22-609 with Charter Communications, LLC dba Spectrum Sunshine State, LLC (“Charter”) to provide broadband access to numerous Orange County residents; and

WHEREAS, in that contract, Charter agreed to provide \$50,000 to the County to fund a workforce development program for network technicians (“Funds”); and

WHEREAS, the School Board has agreed to provide a pilot program to build a talent pipeline for the broadband industry through Orange Technical College at School Board facilities as described on **Exhibit A** (“Pilot Program”) that fulfills the workforce development program requirement; and

WHEREAS, the School Board has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations under this Agreement; and

WHEREAS, the County wishes to donate the Funds to the School Board in order to fund the Pilot Program.

NOW, THEREFORE, in consideration of the foregoing and covenants hereinafter set forth it is agreed as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Donation and Acceptance.** The County hereby conveys the Funds to the School Board to be administered and disbursed by the School Board for the purposes set forth in the Summary Proposal to Office of Innovation & Emerging Technologies, Orange County Government attached hereto as **Exhibit A**. Any funds not spent or encumbered by December 31, 2026, for the designated purpose shall be returned to the County within thirty (30) days for the County to provide to an alternate broadband training initiative.

3. **Effective Date and Term.** This Agreement shall become effective upon the date of full execution by both parties and shall continue until December 31, 2027, unless earlier terminated by the provisions hereof.
4. **Termination.** This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days' written notice. Upon termination, classes shall cease, and any unexpended portion of the Funds shall be returned to the County within seven (7) days of the termination date.
5. **Procedures.** The School Board will utilize such accounting procedures and practices to maintain records of receipts and disbursements of Funds in accordance with generally accepted accounting principles and shall maintain these records for five years after the disbursement of Funds.
6. **Review.** The School Board shall permit County staff and the Orange County Comptroller and his staff to inspect and audit the School Board's accounts at any time during normal working hours, provided that reasonable notice is given to the School Board prior to any such inspection. Any costs incurred by the School Board as a result of a County audit shall be the sole responsibility of and shall be borne by the School Board. If the records requested to be reviewed by the County contain personally identifiable student information, the parties shall work together to reach a mutually agreeable solution that both protects and personally identifiable student information and allows the County access to such records. Any records will be retained for a period of five years after termination or expiration of the Agreement.
7. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assure any liability for the acts, omissions and/or negligence of the other party.
8. **Governing Law and Venue.** The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Any and all legal action necessary to enforce the provisions of this Agreement will be held in Orange County, Florida. Venue for any litigation involving this Agreement shall be the Circuit Court in and for Orange County, Florida.

9. **Assignment.** Neither party may assign this Agreement, or any portion thereof, without the prior, written consent of the other party.
10. **Independent Contractor Relationship.** Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.
11. **Nondiscrimination.** The Parties warrant and represent that all their employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, sexual orientation, and genetic information or any other category of persons protected pursuant to Florida law.
12. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all previous discussion, understandings and agreements relating to the matters set forth herein.

(Signatures on next page. Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year of the last signature below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan Barks*

fm Jerry L. Demings
Orange County Mayor

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

By: *Jennifer Sara-Klimetz*
Deputy Clerk

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

Teresa Jacobs
TERESA JACOBS, Chair

Date: 3/24/26

ATTEST:

Maria F. Vazquez
MARIA F. VAZQUEZ, Ed.D., Superintendent

Date: March 23, 2026

Approved as to form and legality by the Office
of Legal Services to the Orange County School
Board on: 2-25-26 Signature: *V. Carotas*
Print Name: V. Carotas



445 W. Amelia Street · Orlando, Florida 32801 · (407) 317-3200 · www.ocps.net

Orange Technical College – Orange County Public Schools

Proposal to the Office of Innovation & Emerging Technologies, Orange County Government

Submitted: December 3, 2025

Prepared By: Margaret Wilster

1. Abstract

Orange Technical College (OTC), in partnership with Charter Communications, the Wireless Infrastructure Association, and the Fiber Broadband Association, proposes a pilot program to build a talent pipeline for the broadband industry. With Charter’s \$50,000 donation provided under Federal Subrecipient Agreement Contract # Y22-609, OTC will implement three strategic efforts to train high school and adult students for entry-level and skilled roles in network and telecommunications. The program integrates industry-led curriculum, hands-on training, and direct-to-employment pathways, aligning with Orange County’s workforce development goals.

2. Statement of Need and Impact

The broadband industry is experiencing rapid growth yet faces a critical shortage of skilled technicians. Orange County’s youth and adult learners lack accessible pathways into high-paying roles, such as Fiber Optic Technician, Wireless Technician, and Network Maintenance Technician. This proposal addresses the urgent need to equip local talent with industry-recognized skills and certifications to meet employer demand in Central Florida and support economic mobility.

The donation will provide training or upskilling for 20 students seeking to enter the broadband field with a goal to become a Network Technician as a career pathway.

3. Project Description

OTC will implement an initiative where students from an existing Network Support Career Certificate Program will be identified based on their interest in entering the broadband sector as Network Technicians. OTC will recruit students from the Enterprise Network Support Certificate Program currently being offered at East Campus and support their completion of the CompTIA Net+ certification.

Students will apply for a scholarship, which requires a teacher’s recommendation to be considered. Selected students will receive additional Fiber Optics Technician training using the school’s existing

content and instructor. The training will be billed as Continuing Education and will occur separate from students' IT schedule during the day.

At this stage in the development of this initiative, the instructor has outlined content that would take approximately 50 hours to complete. The tuition of \$450 per student will be covered by the donation budget.

In addition to tuition scholarships, the donation will also be used to purchase the CompTIA Net + certification vouchers, once the instructor deems students ready to challenge test. OSHA certification also will be funded for students and is an additional cost.

Donation funds will also be used to purchase Fluke fiber testing tools and large-capacity OTDR. Equipment costs will average around \$25,000. These devices are critical to the training program because they enable students to develop the advanced troubleshooting and analysis skills required by employers in modern fiber-optic network environments.

"Fluke fiber testing tools" are handheld instruments used to verify the performance and integrity of fiber-optic cabling by measuring signal strength, continuity, and basic connection quality. The Fluke brand is the most used in commercial fiber optics installations by the majority of broadband service companies and their subcontractors. "Large-capacity OTDRs" (optical time domain reflectometers) are precision tools capable of testing long and complex fiber-optic cable runs by sending light pulses through the cable and identifying faults, breaks, or performance issues along its length.

Due to the high cost of these precision instruments, the Fluke fiber testing tools and large-capacity OTDRs cannot be issued to each student and will remain the property of Orange Technical College for ongoing instructional use. Students enrolled in the program will instead be provided with a basic fiber-optics tool kit suitable for entry-level field tasks.

OTC commits to spending 100% of the donation on this broadband training initiative.

4. Methods

OTC will leverage its existing infrastructure, including experienced instructors, advisory board partnerships, and access to Orange County Public Schools. The program will use employer-led curriculum development, registered apprenticeships, and proven recruitment strategies. Training will be delivered through classroom instruction, hands-on labs, and industry mentorship, ensuring alignment with real-world job requirements.

5. Organizational Information

OTC is a leading provider of career and technical education in Orange County. OTC maintains strong partnerships with industry leaders, such as Charter, Comcast, and T-Mobile, and has a proven track record of developing workforce programs that lead to employment. OTC's access to high school campuses and adult learners positions it uniquely to deliver impactful training aligned with regional economic needs.

6. Budget

Expenditure	Cost
Tuition for 20 Students	\$9,000
CompTIA Net+ Certification for 20 Students	\$11,000
OSHA Certification for 20 Students	\$700
Equipment Acquisition: Flukes and OTDRs	\$29,300
TOTAL	\$50,000