



Orange County Government

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

Legislation Text

File #: 24-1507, **Version:** 1

Interoffice Memorandum

DATE: September 30, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Roseann Harrington, Chief of Staff

FROM: Dennis Holste, Economic Development Administrator

CONTACT: Lee Peters, Senior Monitoring and Evaluation Coordinator

PHONE: 407-836-5391

DIVISION: Innovation and Emerging Technologies Office

ACTION REQUESTED:

Approval and execution of Orange County, Florida University of Central Florida Board of Trustees AND University of Central Florida Foundation, Incorporated 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 program as provided in the FY 2024-25 adopted budget. (Innovation and Emerging Technologies Office)

PROJECT: University of Central Florida Board of Trustees and University of Central Florida Foundation FY 2025 Grant Agreement

PURPOSE: The County has determined that there is a public interest for such activities/programs in order to promote Science, Technology, Engineering and Mathematics careers in Central Florida through education programs, events, and other activities inspiring Orange County's community youth to pursue high wage career opportunities.

BUDGET: N/A

Orange County, Florida
University of Central Florida Board of Trustees
AND
University of Central Florida Foundation, Incorporated

FY 2025 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2024, 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, 2024 and ending September 30, 2025, the total sum of Seventy Thousand Two Hundred and Ninety-Seven and 50/100 Dollars (\$70,297.50) 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, 2025 for the designated purpose set forth in Exhibit "A" shall be returned to the County. The County's contribution of \$70,297.50 to Foundation shall be made in two (2) installments: (1) \$49,225 shall be paid within 30 days of the County's receipt of an invoice for same, and (2) the remaining \$21,072.50 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, 2025. 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, 2024 and shall continue until September 30, 2025. 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: *Burna Books*
for Jerry L. Demings
Orange County Mayor

Date: 29 October 2024



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

By: *Jennifer Jan Klimetz*
for Deputy Clerk

Date: OCT 29 2024

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: 9/5/2024

University of Central Florida Board of Trustees

By: *[Signature]*
Michael Georgiopoulos
Dean, College of Engineering and Computer Science

Date: 9/4/2024

EXHIBIT A

University of Central Florida

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Seventy Thousand Two Hundred and Ninety-Seven and 50/100 Dollars (70,297.50) for FY25 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: \$70,297.50

FY 25 Budget Categories	Amount	Notes on Types of Expenses for the Category
K-12 Teacher Workshop, ie SECME or FEEC	\$3,250	Teacher support, supplies, food, parking, site rental
STEM Day	\$30,397.50	School transportation, program supplies, parking services, equipment rental
STEM Ambassadors	\$9,875	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:

STEM based skills embedded throughout all events include problem solving, hands-on design and building, critical thinking, communication, working in teams, creativity, data analysis, research/engineering design process and curiosity.

1. **Teacher Professional Development/Training:** UCF will partner with local school districts or student-serving informal education programs to integrate STEM professional development for educators, engineering and technology competitions at the local and national level, college-readiness and mentoring for students, along with parent education. UCF will partner with SECME National and increase the pool of underrepresented students prepared for – and interested in – college and careers in STEM. UCF will host competition training for each of the SECME school sponsors which are made up primarily of teachers.

Deliverables include:

- a. competition design/build training for new teachers (20) with continued education for returning teachers/schools (additional 10).
 - b. increase school participation from Title I and identified schools in the designated Orange County zip codes.
2. STEM Day: UCF will engage K-12 students in exploration in the exciting fields of STEM through demonstrations, activities, speakers, and exhibits on the UCF campus. STEM Day occurs twice a year and is a free program for teachers and their students.

Deliverables include:

- a. Host up to 1,200 K-12 students at each event
 - b. Recruit new schools and informal education groups to attend
 - c. Provide transportation to attend STEM Day for Orange County zip code targeted and Title I schools
 - d. Offer at least 50 interactive, hands-on, engaging STEM activities with which students can interact
 - e. Increase K-12 student awareness regarding their potential to attend college or receive further education, and on the various STEM disciplines and career opportunities available
3. STEM Ambassadors: STEM Ambassadors are current undergraduate and graduate students at UCF who function as liaisons between UCF science, technology, engineering and math programs and the greater Central Florida community. As a STEM Ambassador, UCF students have the opportunity to represent UCF at local K-12 schools and on-campus events to talk about their STEM majors, studies, goals, and UCF in general.

Deliverables include:

- a. Selecting 20-25 college students in STEM degrees to serve as ambassadors
 - b. Provide training on communication and leadership skills to prepare ambassadors for representing UCF
 - c. Participate in at least 60 events throughout the academic year
 - d. Provide activity supplies and travel reimbursement for events
 - e. Engage in a semester-long mentorship with a selected school in Orange County
4. STEM Camps: UCF will offer STEM summer camps with a goal to create a diverse and inclusive pipeline for the future STEM workforce. UCF will engage students in extended programs with hands-on education activities designed to introduce or immerse students into the different STEM fields.

Deliverables include:

- a. Offer nine UCF STEM Camps in a duration of one to three weeks
- b. Target to middle and high school students
- c. Eight of nine camps are day programs recruiting from the local population.
 - i. Target recruitment to Title I and zip code identified schools.
 - ii. Recruit 250 participants across all programs
- d. Provide scholarships for high need applicants (low income, first generation, broadening participation in a discipline)

- e. Increase K-12 student awareness regarding their potential to attend college or receive further education, and on the various STEM disciplines and career opportunities available
- f. Cultivate interest in STEM to feed the pipeline for the future Central Florida workforce
- g. Engage and train 15 counselor/mentors (undergraduate students) annually providing them with much needed experience related to their discipline

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.

	Report Due (no later than)	Second Payment Due to UCF
Draft	August 30	
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 zip code)*
 - 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, 5th Floor
 Orlando, Florida 32802
 Phone: (407) 836-7370
 Fax: (407) 836-7399

Reports and Communications to the UCF:

University of Central Florida
 ATTN: Garrett Preisser, Executive Director of Development
 UCF Foundation, Inc.
 12424 Research Parkway, Ste. 250
 Orlando FL 32826
 Phone: 407.823.1570