



Interoffice Memorandum

March 8, 2023

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

THRU: Roseann Harrington, Chief of Staff *REH*
Mayor's Office

FROM: Simone Babb, Officer
Innovation and Emerging Technology *SB*

SUBJECT: **March 21, 2023 – Consent Agenda Item**
For Inspiration and Recognition of Science and Technology (FIRST)
Grant Agreement for FY 2023

Funding in the amount of \$60,000 was provided in the FY 2022-23 adopted budget for For Inspiration and Recognition of Science and Technology (FIRST) to conduct outreach and STEM club development to diversify our region's industries and to support unique skillsets for future talent.

ACTION REQUESTED: Approval and execution of Orange County, Florida and For Inspiration and Recognition of Science and Technology (FIRST), FY 2023 Grant Agreement authorizing the disbursement of \$60,000 as approved in the FY 2022-23 budget.

**ORANGE COUNTY, FLORIDA
AND
FOR INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY
(FIRST).
FY 2023 GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this 28 day of February, 2023, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and FOR INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY (FIRST), hereinafter referred to as the "FIRST".

WITNESSETH:

WHEREAS, FIRST has applied to the County for a donation of funds for the operations of the FIRST Orlando Regional; 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 FIRST 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 FIRST for such purposes; and

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

WHEREAS, FIRST 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, 2022 and ending September 30, 2023, the total sum of Sixty Thousand and No/100 Dollars (\$60,000) to be administered and disbursed by FIRST solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2023 for the designated purpose set forth in Exhibit "A" shall be returned to the County. The County's contribution of \$60,000 to the FIRST shall be made in two (2) installments: (1) \$45,000 shall be paid within 30 days of the County's receipt of an invoice for same, and (2) the remaining \$15,000 shall be paid within 30 days of the County's satisfactory receipt of a final performance report of the FIRST'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 FIRST 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, 2023. 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 FIRST 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, FIRST 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. FIRST's Obligation.

2.1 Representation of FIRST. FIRST represents that it will use its best efforts to develop and promote STEM careers and education opportunities in Central Florida consistent with the scope set forth in Exhibit "A". To the extent feasible, FIRST shall partner with Orange County to develop and promote said careers and education opportunities.

2.2 FIRST as Independent Contractor. The parties expressly acknowledge that FIRST 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. FIRST, 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. FIRST 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. FIRST agrees 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 the FIRST to receive future contributions from the County.

2.5 Non-Profit Status. FIRST agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the FIRST 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, FIRST, 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 FIRST's books and accounts at any time during normal working hours, provided that reasonable notice is given to FIRST prior to any such inspection. Any costs incurred by FIRST as a result of a County audit shall be the sole responsibility of and shall be borne by FIRST. In addition, should FIRST provide any or all of the County's funds to sub-recipients, then, and in that event, FIRST 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, FIRST 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. FIRST 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. FIRST 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, 2022 and shall continue until September 30, 2023. 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.

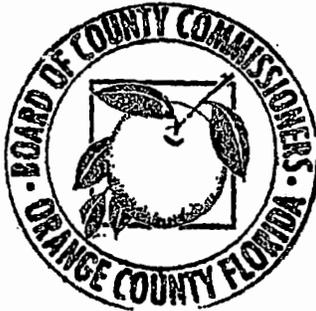
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: March 21, 2023



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

By: *Jennifer Ann-Kinney*
Deputy Clerk

Date: March 21, 2023

FIRST:

For Inspiration and Recognition of Science and Technology (FIRST)

By: *Mark Giordono*
Mark Giordono
Vice President, Development & Alumni Relations
Date: 28 Feb 2023

By: _____

Date: _____

EXHIBIT A

For Inspiration and Recognition of Science and Technology (FIRST).

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Sixty Thousand and 00/100 Dollars (\$60,000) for FY22-23 will be used to support FIRST's operations, which consist of experienced, highly skilled program and event managers within precollegiate STEM education. Beyond planning, hosting, raising complementary funding, and executing an annual event (in-person or virtual) for this scope of work, FIRST 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, FIRST 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.

FIRST Proposed Budget – Total: \$ 60,000

FY 22-23 Budget Categories	Amount	Notes on Types of Expenses for the Category
Event Production and training (non-Supplies)	\$15,000.00	Production Crew, Pipe and Drape, AV crew, venue for Training
Supplies for Event and trainings	\$1500.00	t-shirts, volunteer food, 3D Filament, tools
Marketing	\$500.00	i.e. print fees/supplies; SEO optimization upgrades; etc.
Staffing	\$10,000.00	RD Salary
Other Direct Costs	\$5000.00	Event and D&O insurance
Rookie and Veteran team support	\$28,000.00	2000.00 per veteran (8), 6000.00 per Rookie (2)

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

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, FIRST 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 FIRST
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 annual theme, location, ongoing 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, including photos/video
- A non-identifiable count by zip code of all registered precollegiate participants in the Orange County and nearby FL areas (outside area by team county and international participants city and nation)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

- *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

- *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 FIRST 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, FIRST 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 FIRST:

ATTN: Wendy Austin, Regional Coordinator
 717 Magnolia Creek Circle
 Orlando, Fl 32828
 Phone: 407-247-6776
 Email: waustin@firstinspires.org