



**Interoffice Memorandum**

November 17, 2023

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

FROM: Dennis Holste, Economic Development Administrator  
Office of Economic, Trade & Tourism Development *DH*

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

SUBJECT: **December 12, 2023 - BCC Consent Agenda Item**  
I-Drive CRA English Language Courses for Speakers of Other  
Languages (ESOL) Program - Instruction

In September 2023, as part of the International Drive CRA FY 2023-2024 budget, the Board approved funding to provide English language instruction for workers in the International Drive CRA. The recommendation is based on a successful pilot program completed in August 2023 with UCF Global, the Aeras Foundation, and three employers in the I-Drive CRA.

Approval of the agreement would allow for funding up to \$270,000 to UCF Global for design and delivery of English Language Courses for Speakers of Other Languages living and working in the I-Drive CRA.

This agreement has been reviewed by the Orange County Attorney's Office.

**ACTION REQUESTED:** Approval and execution of Orange County, Florida and University of Central Florida Board of Trustees FY 2023-2024 Grant Agreement and authorization to disburse \$270,000 as provided in the FY 2023-24 adopted budget.

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**ORANGE COUNTY, FLORIDA  
AND  
UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES**

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**FY 2023-2024 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into as of the last date of signature below, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County,” and THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES d/b/a the University of Central Florida, hereinafter referred to as “UCF.”

**WITNESSETH:**

WHEREAS, UCF Global is a department at UCF that functions as the primary international hub for students, faculty, and staff; and

WHEREAS, UCF Global provides adult English language programs in the community; and

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to support professional growth and upskilling for those who live and work in the I-Drive Community Redevelopment Area (“I-Drive CRA”); and

WHEREAS, employers represented in the I-Drive CRA Advisory Group have recommended such programs to help alleviate systemic talent shortages; and

WHEREAS, the County looks to UCF Global to employ different instructional English as a Second Language education approaches to match diverse learner needs and goals; and

WHEREAS, the County has developed the I-Drive CRA Economic and Workforce Development strategy to support such training; and

WHEREAS, the County desires to enter into an agreement with UCF, for services provided by its department, UCF Global, whereby UCF Global will receive 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.

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 retroactively on October 1, 2023, and ending September 30, 2024, the total sum of \$270,000 (Two hundred and seventy thousand dollars) ("County Contribution") to be administered and disbursed by UCF solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2024, for the designated purpose set forth in Exhibit "A", shall be returned to the County. At UCF's request and for good cause shown, the Economic Development Administrator may, at his or her sole discretion, grant UCF up to six (6) additional months to expend the funds. Any such request shall be submitted in writing to the Office of Economic, Trade & Tourism Development. The Economic Development Administrator shall issue a written decision in response to such request within 10 County business days. The County Contribution shall be made in installments as specified in Exhibit "A" – *Pricing*.

Performance updates, as described in Exhibit "A" – *Cycle Summary Assessments*, shall demonstrate the scope and performance of UCF Global services that were funded pursuant to this Agreement. Each Cycle report is due to the Orange County Economic Development Administrator no later than 30 days after completion of each program cycle as noted in Exhibit "A." The final installment payment shall be paid within 30 days of receipt of the *2024 Final performance, Program Recommendations and Financial Report*, which will also 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 UCF 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 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. UCF Obligation.**

**2.1 Representation of UCF.** UCF represents that it will use its best efforts to design and deliver English language training for adult non-native speakers living and working in the I-Drive CRA consistent with the scope of work established in Exhibit "A".

**2.2 UCF as Independent Contractor.** The parties expressly acknowledge that 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.** UCF 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. UCF agrees to submit reports to the Orange County Economic Development Administrator 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 Global to receive future contributions from the County.

**2.5 Right to Inspect and Audit Accounts.** During the term of this Agreement, UCF, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and their staff to inspect and audit UCF books and accounts related to this program at any time during normal working hours, provided that reasonable notice is given to UCF prior to any such inspection. Any costs incurred by UCF as a result of a County audit shall be the sole responsibility of and shall be borne by UCF. In addition, should UCF provide any or all of the County's funds to sub-recipients, then, and in that event, UCF 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.

**2.6 Maintenance of Records; Audit.** For a period ending five (5) years after the expiration or termination of this Agreement, UCF 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.

**2.7 Assignment.** UCF 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.** 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 attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's 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. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. 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 assume any liability

of any kind for the acts, omissions, and/or negligence of the other party, its officers, employees, agents, or contractors.

**Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall commence upon full execution by both parties hereto and shall continue until September 30, 2024. However, this Agreement can be earlier 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 Assumption of Risk.** Each party to this Agreement assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. The County and UCF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

UCF and the County expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The parties acknowledge and agree that each are an agency or subdivision of the state and that the cap on the amount and liability damages against either party, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort in Florida Statute section 768.28.

**4.4 Limitation of Damages.** In no event will either party be responsible for any, indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort

(including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

**4.5 No Warranty.** UCF MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE RESEARCH, INTELLECTUAL PROPERTY, AND/OR PROPRIETARY MATERIALS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT COUNTY'S USE OF THE RESEARCH DELIVERABLES OR INTELLECTUAL PROPERTY WILL NOT INFRINGE ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD-PARTY RIGHTS. UCF MAKES NO REPRESENTATION AS TO THE USEFULNESS OF RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS. IF COUNTY CHOOSES TO EXPLOIT RESEARCH DELIVERABLES, INTELLECTUAL PROPERTY, OR PROPRIETARY MATERIALS IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

**4.6 Force Majeure.** No default, delay, or failure to perform on the part of either party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemics; war; embargoes; fire; earthquake; acts of God; or default of a common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

**4.7 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.

**4.8 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.

**4.9 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 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.

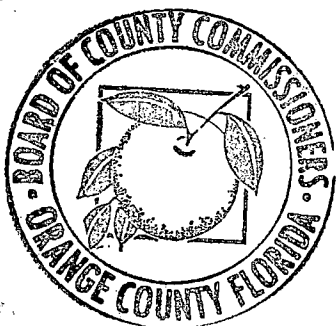
**4.10 Severability.** It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent

jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

**4.11 Attorney Fees.** 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.

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: 12 December 2023

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

By: *Lemifer Jan-Klimentz*  
for Deputy Clerk

Date: DEC 12 2023

**THE UNIVERSITY OF CENTRAL FLORIDA**  
**BOARD OF TRUSTEES**

By: *Michael D. Johnson*

Print Name/Title: Michael D. Johnson  
Provost

Date: Nov 17, 2023

## EXHIBIT A

### I-DRIVE CRA: ENGLISH LANGUAGE COURSES FOR SPEAKERS OF OTHER LANGUAGES

#### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$270,000 for FY2024 will be used to support UCF Global program design and delivery of Adult English Speakers of Other Languages for working professionals in the I-Drive CRA. The program will run in 8-week cycles starting in January 2024 and ending in September 2024.

UCF Global's recommendations are based on learnings from the I-Drive CRA ESOL Pilot Program in which UCF Global was the instructional partner. The need for particular attention towards the curriculum and the basis of "Foundational" courses was discovered due to the unique set of demographics of hospitality workers in the I-Drive corridor regarding literacy levels and barriers to learning English. Adult English Language Learners (ELLs) who lack print literacy or experience with formal education encounter a unique set of challenges in their lives and their efforts to learn English. Adults without print literacy are not likely to talk about language and literacy using such meta-linguistic terminology as sentence, noun, verb, or preposition. Meta-linguistic awareness is a trained skill requiring knowledge of specific terms and ways of talking and thinking about language.

The UCF Global's Foundational Courses build that meta-linguistic knowledge in English. Furthermore, UCF Global will provide a Literacy Success Coach to work in tandem with the Foundational instructors to provide added support to the participants of these courses. During the pilot, 43 out of the 47 participants that placed within the Foundational level of the Pilot Program listed Haitian Creole as the primary language. Additionally, of those who listed Haitian Creole as the primary language, the vast majority of those reported "less than a high school degree" for education. Therefore, UCF Global has ensured that a Literacy Coach who speaks Haitian Creole (and Spanish), and who has a thorough understanding of the culture, will work in tandem with the Foundational instructors to provide the specialized support for this demographic. For example, as needed tutoring sessions via in person and/ or on site before class or during the week by phone will be a value-added service provided through the Literacy Success Coach.

Data from the pilot showed improvement in learning gains among all levels of courses, with the Foundational Classes having the most significant learning gains and improvement. Many factors contribute to this success and reinforce the recommendation of a F2F on-site course for this level:

- From data collected during the pilot, most of the participants did not have computer experience. We asked participants to rank themselves based on a scale of 0 (nothing) to 5 (Proficient). The average indicated was a 1.74. Hence these courses are offered F2F with a digital literacy learning component. The intention is to build this skill along with language skills.
- Barriers to success are removed (time, travel to an unfamiliar location for classes, inability to locate information about language courses within community, etc.)



- Added supports from the Literacy Coach enhance motivation and participation of learners (i.e., Literacy Success Coach on site before classes begin each day to ensure logistical questions are answered and understood, regular phone calls (in native language) to ensure class time and location as well as concerns/issues are communicated effectively, etc.

Flexible hours will be offered to accommodate the target population, who often work entry level positions, nontraditional shifts, and may have multiple jobs to make ends meet, among other unique needs. In addition to the customized courses, UCF Global will conduct a robust program evaluation from an initial needs assessment to measuring long-term outcomes of the target population to ensure the needs of the community are being met.

Course design and delivery in this proposal is subject to change based on data collected during a comprehensive needs assessment in December 2023, and learnings from each successive cycle.

At the end of each cycle, outcomes will be reported to Orange County and appropriate stakeholders to determine how the program should be continued.

#### PROPOSED TIMELINE

All deliverables from UCF Global unless otherwise noted.

The following recommendation has been based on data collected by UCF Global through the I-Drive ESOL pilot. UCF Global will:

- 1) Conduct three (3) Open House and Intake sessions to obtain initial needs assessment for proper course placement of participants in advance of each Cycle.
- 2) Provide courses from January 2024 through September 2024, with three (3) distinct cycles of course, servicing a total of four (4) employers within the I-Drive CRA of Orange County, FL:
  - a. Cycle 1: January 2024
  - b. Cycle 2: April 2024
  - c. Cycle 3: June 2024
  - d. Option to add a fourth cycle pending employer interest and funding availability.All dates pending confirmation with participating employers.

Within each cycle, concurrent course options accommodate participant needs for diverse modes of learning and level of language acquisition:

Course Option 1: On-site Foundational Course (F2F)

- 8 weeks of instruction per cycle
- Course is designed for participants with low and/or no first language literacy
- Literacy Coach works in tandem with Instructor to provide essential added support to this population of learners

Course Option 2: Off-site Course (F2F)

- 12 weeks of instruction per cycle
- Course options for those that test at a Beginning level of language acquisition

Course Option 3: Online Immersion Course

- 12 weeks of instruction per cycle
- Course options for those that test at a Beginning or higher level of language acquisition

## DATA COLLECTION

Any data collected during the initial needs assessment and subsequent impact assessments, not including personally identifiable participant information, shall belong to the County. The County shall have the right to use the data and analysis for any purpose and may share the data with other parties. Personally identifiable participant data shall be maintained by UCF Global and the respective employer.

The following information needs to be included in the reports, as it pertains to the agency's activities/programs/services supporting Orange County:

a. Cycle Summary Assessments:

UCF Global will provide a data summary for each cycle including:

- Total number of participants by course
- Program completion rate by course, by cycle
- Demographics (race, ancestry, native language, home zip, country of origin)
- Income and educational attainment
- Online needs, internet access at home/remote access needs \
- Additional barriers/challenges to program participation
- Program participation goals
- Level of literacy (including digital literacy)
- English language level and history of instruction
- Reason for opt out or drop out
- Satisfaction with the course
- High level instructor/coach assessment of the program, with opportunities for enhancement.

b. 2024 Final Performance, Program Recommendations and Financial Report:

An in-depth analysis of the program offering including broader learnings and program recommendations for an effective and scalable English Speakers of Other Languages program, with special consideration for the needs of working adults. In addition to the data indicated in the Summary Assessment section, the analysis should include:

- Success metrics including completion, intent to recommend, and outcomes against program goals
- Effectiveness by mode of instruction
- Reasons for opt out or drop out
- Barriers to program participation (location, time, cultural, childcare, etc.)
- Impact of digital literacy, if any
- Other significant learnings from the data collection

PARTICIPATION

UCF Global will service up to four (4) employers within the International Drive CRA footprint, with a minimum of 30 participants, not to exceed a maximum of 100 participants per employer.

PRICING

Fee based per participant per course. These prices are based on 10 students minimum per class per session, maximum of 30 per class session.

<b>Course Name</b>	<b>Fee</b>	<b>UCF Global Items Factored into Cost</b>
On-site F2F Foundational Courses	\$300.00	Class books, Instructor, and Literacy Coach for added support to participants, access to online materials for 1 year.
Off-site F2F Courses	\$200.00	Instructor, access to online materials for 1 year.
Online Immersion Courses	\$200.00	Instructor, access to online materials for 1 year.

DELIVERABLES AND PAYMENT SCHEDULE

Milestone	Due
Preliminary Needs Assessment Summaries	Within 30 days of each open house.
Upon completion of open house – Cycle 1.	Payment 1, based on total number of students by level, prorated down by 25% to account for students who may have less than 75% attendance rate.
End of Cycle 1	Payment 2, based on remainder of balance from payment 1, accounting for students with less than 75% of attendance rate.
Upon completion of open house Cycle 2	Payment 1, based on total number of students by level, prorated down by 25% to account for students who may have less than 75% attendance rate.
End of Cycle 2	Payment 2, based on remainder of balance from payment 1, accounting for students with less than 75% of attendance rate.
Upon completion of open house Cycle 3	Payment 1, based on total number of students by level, prorated down by 25% to account for students who may have less than 75% attendance rate.
End of Cycle 3 and upon delivery of the Final performance, satisfaction and program recommendations	Payment 2, based on remainder of balance from payment 1, accounting for students with less than 75% of attendance rate.

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

Reports and Communications to the COUNTY:

Orange County, Office of Economic Development  
ATTN: Renuka Sastri  
Renuka.Sastri@OCFL.net  
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Orlando, Florida 32802  
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Fax: (407) 836-7399

Reports and Communications to UCF Global

ATTN: Jennifer Haddad,  
Director of Business Partnerships, UCF Global  
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ATTN: Dr. Nataly Chandia  
Associate Vice President  
Nataly.Chandia@ucf.edu  
(407) 823-1850