




Interoffice Memorandum

**I. CONSENT AGENDA
UTILITIES DEPARTMENT
2**

July 26, 2023

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

FROM: Ed Torres, M.S., P.E., LEED AP, Director
Utilities Department 

SUBJECT: **BCC AGENDA ITEM – Consent Agenda
August 8, 2023, BCC Meeting
Environmental Water and Reclamation Technology Training
Agreement
Contact Person: Iulia Siemen, P.E., Manager
Utilities Water Division
407-254-9844**

Working with regional partners, Orange County continues to develop innovative projects designed to promote community engagement and workforce sustainability. Orange County Utilities is requesting board approval for the Environmental Water & Reclamation Technology Training Agreement between Orange County, Florida and the School Board of Orange County, Florida.

The agreement provides the framework for the H2O Pipeline project, a workforce development program offered to high school seniors at University High School. The program was initiated during the 2022/2023 school year through a purchase order with the School Board of Orange County. This agreement provides a framework for three additional school years.

The County Attorney's Office and Risk Management Division reviewed the agreement and find it acceptable as to form. Utilities Department staff recommends approval.

Action Requested: **Approval and execution of Environmental Water & Reclamation Technology Training Agreement Between Orange County, Florida and School Board of Orange County, Florida.**

All Districts.

**Environmental Water & Reclamation Technology
Training Agreement
Between
Orange County, Florida
And School Board of Orange County, Florida**

This Environmental Water & Reclamation Technology Training Agreement ("Training Agreement") is made by and between the SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida, with its principal offices at 445 West Amelia Street, Orlando, Florida, 32801 ("OCPS"), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose principal address is P.O. Box 1393, Orlando, Florida 32802 ("County"), each individually referred to as a "Party" and, collectively as the "Parties."

RECITALS

WHEREAS, OCPS seeks to offer Environmental Water and Reclamation Technology classes to students enrolled in University High School; and

WHEREAS, the County agrees to teach those classes as outlined in Exhibit A, Scope of Services ("Services").

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

I. **MODIFICATION OF THE TRAINING AGREEMENT:**

All amendments or modifications of this Training Agreement shall be in writing and executed by each Party.

II. **PAYMENT:**

Payment shall be made by OCPS to the County consistent with the Scope of Services set forth in Exhibit "A" attached hereto and incorporated into this Training Agreement.

III. **PERSONNEL:**

A. All of the Services herein performed by OCPS and the County or under the County's supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services.

- B. All County staff performing Services hereunder shall comply with the Jessica Lunsford Act, that became effective September 1, 2005. Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students, or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32, Florida Statutes. The term "contractual personnel" as referred to in this provision shall include any vendor, individual, or entity under this Training Agreement. Orange County Utilities ("OCU") Water Division employees who instruct classes on the University High School Campus, the OCU Eastern Water Reclamation Facility, and the OCU Eastern Regional Water Supply Facility shall undergo Level 2 screenings. The cost of the Level 2 screenings will be paid for by OCPS's Career and Technical Education Department ("CTE").
- C. The County shall comply with all federal, state, and county laws, ordinances, rules, and regulations that relate to the background screening process of those applying for work with children, seniors, or the disabled. In addition, all County staff contributing to the delivery of the Services that meet the criteria of both Chapter 408 and Chapter 435 and Section 110.1127, Florida Statutes, and Section 65C-14.025, Florida Administrative Code, must be in compliance with these Florida laws, and are required, at a minimum, but may not be limited, to perform the following screenings prior to supervision and/or direct care at no additional cost to OCPS:
 - 1. An initial Level 2 background screening, and
 - 2. Additional Level 2 background screenings at five (5) year intervals.

IV. **FEDERAL AND STATE TAX:**

- A. OCPS and the County are exempt from federal and state taxes for tangible personal property.
- B. The County shall be responsible for payment of its own FICA and social security benefits for all staff and personnel providing Services in connection with this Training Agreement.

V. **DOCUMENTATION AND REPORTING:**

- A. In the performance of this Training Agreement, the County shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures.
- B. Documentation in connection with the description of the Services as set forth in Exhibit A shall be provided to either Party upon request.

VI. **SAFETY AND INSURANCE:**

Without waiving their rights to sovereign immunity as provided in Section 768.28, Florida Statutes, OCPS and the County acknowledge being self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes. OCPS and the County agree to maintain commercial insurance or to be self-insured for

Workers' Compensation and Employers' Liability in accordance with Chapter 440, Florida Statutes.

A. The Parties shall both comply with all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss. This includes, but is not limited to, the following:

1. Occupational Safety and Health Act (OSHA)
2. National Institute for Occupational Safety and Health (NIOSH)

VII. **STANDARD OF CARE:**

In providing Services under this Training Agreement, the Parties will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by a Party, the other Party will correct those Services not meeting such a standard.

VIII. **INDEMNITY:**

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 Training Agreement. Each Party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended. 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, officials, employees, agents, or contractors.

IX. **SUCCESSORS AND ASSIGNS:**

OCPS and the County each binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Training Agreement and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Training Agreement. Neither OCPS nor the County shall assign, sublet, convey, or transfer its interest in this Training Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of OCPS or the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OCPS and the County.

X. **GOVERNING LAW AND REMEDIES:**

A. This Training Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of this Training Agreement will have its venue in Orange County, Florida and this Training Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any Party is

intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- B. If any legal action or other proceeding is brought for the enforcement of this Training Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Training Agreement, each Party shall bear its own attorney's fees, court costs, and all expenses, including, without limitation, all such fees, costs, and expenses incident to appeals, incurred in that action or proceeding.

XI. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

- A. The County is, and shall be, in the performance of all Services and activities under this Training Agreement, an independent contractor, and not an employee or agent of OCPS. All County personnel engaged in any of the work or Services performed pursuant to this Training Agreement shall at all times, and in all places, be subject to the County's sole direction, supervision, and control. The County shall exercise control over the means and manner in which the County and County employees perform the Services. In all respects, the County's relationship and the relationship of County employees to OCPS shall be that of an independent contractor and not as employees or agents of OCPS. The County does not have the power or authority to bind OCPS in any promise, agreement, or representation.
- B. Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent 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.

XII. **ARREARS:**

The County shall not pledge OCPS's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The County further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Training Agreement.

XIII. **PUBLIC RECORDS:**

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OCPS'S TO PROVIDE PUBLIC RECORDS RELATING TO THIS TRAINING AGREEMENT, THEY SHOULD CONTACT THE OCPS CUSTODIAN OF PUBLIC RECORDS AT 407-317-3965, OR VIA EMAIL AT records@ocps.net, OR VIA U.S. MAIL AT P.O. BOX 271, ORLANDO, FLORIDA 32802-0271.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TRAINING AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-836-5400, VIA EMAIL AT PUBLICRECORDREQUEST@OCFL.NET,

OR VIA MAIL OR IN PERSON AT ORANGE COUNTY GOVERNMENT, OFFICE OF PROFESSIONAL STANDARDS, PUBLIC RECORDS UNIT, 450 EAST SOUTH STREET, SUITE 360, ORLANDO, FLORIDA 32801.

This Training Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the Parties. The Parties acknowledge their legal obligation to comply with Section 119.0701, Florida Statutes. The Parties shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by OCPS in order to perform the Services herein. The Parties shall comply with all requirements for retaining public records and shall transfer a copy of all public records in the possession of any Party upon a request for such public records in accordance with that Party's public records policy. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

XIV. **CONFIDENTIAL INFORMATION AND DISCLOSURE OF DOCUMENTS:**

- A. All OCPS written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by OCPS at its expense will be kept as confidential information by the County and will not be disclosed to any other party, directly or indirectly, without OCPS's prior written consent unless required by law or by a lawful order of court. All teaching materials developed by the County, or purchased by the County, shall be and remain the property of the County and may be reproduced and reused at the discretion of the County. All teaching materials and data developed or purchased by OCPS shall be and remains OCPS's property and may be reproduced and reused at the discretion of OCPS.
- B. Unless otherwise required by law, the Party receiving confidential information will not at any time disclose to any person or entity (including, without limitation, any member of the media) or use for its own benefit or the benefit of anyone, confidential information of the other Party without the prior written consent of said Party. Neither Party shall be liable for disclosure of confidential information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, Florida Statutes.

XV. **ACCESS AND AUDITS:**

The County shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after completion of this Training Agreement. OCPS or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts, and transcription during normal business hours, at OCPS's cost, upon five (5) days' written notice.

XVI. **NONDISCRIMINATION:**

The Parties warrant and represent that all of their employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

XVII. **SURVIVAL:**

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any Party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Training Agreement and the consummation of the transactions contemplated hereby. The insurance and indemnity provisions set forth in this Training Agreement shall survive the termination of this Training Agreement.

XVIII. **AUTHORITY:**

The Parties hereby represent and warrant that they have and will continue to maintain all licenses and approvals required to conduct their business, and shall, at all times, conduct their business activities in a reputable manner.

XIX. **COMPLIANCE WITH LAWS:**

The County agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations as well as applicable OCPS policies, regulations, rules, and guidelines in connection with the Services to be provided hereunder, including without limitation OCPS policy KCE-Lobbying and Ethics. OCPS agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations in connection with the Services to be provided hereunder.

XX. **SEVERABILITY:**

If any terms or provision of this Training Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Training Agreement shall be deemed valid and enforceable to the extent permitted by law.

XXI. **TRADEMARKS:**

- A. The County shall not acquire any rights under this Training Agreement to, and shall not use, the name of the School Board of Orange County, Florida, "Orange County Public Schools" or "OCPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "OCPS Marks") in any of the County's advertising or promotion; to express or imply any endorsement by OCPS of the County; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by OCPS, except as expressly permitted herein. No advertisement, publication, or other use of OCPS Marks shall be published or otherwise promulgated by the County without OCPS's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Training Agreement.
- B. OCPS shall not acquire any rights under this Training Agreement to, and shall not use, the name of Orange County Government, Orange County Utilities or "OCU" or "H2O Pipeline" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "OCU Marks") in any of

OCPS's advertising or promotion; to express or imply any endorsement by the County of OCPS; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the County, except as expressly permitted herein. No advertisement, publication, or other use of OCU Marks shall be published or otherwise promulgated by OCPS without the County's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Training Agreement.

XXII. **PROTECTION AND HANDLING OF DATA:**

- A. **Data Confidentiality** – The County shall implement appropriate measures designed to ensure the confidentiality and security of confidential information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to OCPS or an individual identified with the data or information in the County's custody.
- B. **Compliance with Laws and School Board Policies and Procedures** – The County will not knowingly permit any County personnel to have access to any OCPS facility or any OCPS records or data if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. The County must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above. The County shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without OCPS's prior written consent.
- C. **FERPA** – To the extent Services provided hereunder pertain to the access to student information, the County shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information.
- D. **HIPAA, CIPA, and GLBA** – The County also agrees to comply with all applicable state and federal laws, regulations, and OCPS policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
- E. **Data Security** – The County agrees to protect and maintain the security of data using the following measures:
 - 1. **Data Transmission.** The County agrees that any and all transmission or exchange of system application data with OCPS and/or any other parties shall take place via secure means using OCPS equipment issued to the County.

2. **Data Storage and Backup.** The County agrees that any and all OCPS data will be stored, processed, and maintained solely on OCPS equipment or OCPS designated servers and that no OCPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium. All servers, storage, backups, and network paths utilized in the delivery of the Service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an OCPS officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the OCPS Chief Information Security Officer for any general or specific case.
 3. **Data Re-Use.** The County agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Training Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of the County. As required by Federal law, the County further agrees that no OCPS data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other organizations or interested parties except on a case-by-case basis as specifically agreed to in writing by an OCPS officer with designated data, security, or signature authority.
- F. **End of Agreement Data Handling** – To the extent permitted by law and to the extent applicable, the County agrees that upon termination of this Training Agreement it shall return all data to OCPS in a useable electronic form, and erase, destroy, and render unreadable all OCPS data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Training Agreement or within seven (7) days of the request of OCPS, whichever shall come first.
- G. **Data Breach** – The County agrees to comply with the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the County’s security obligations or other event requiring notification under applicable law (“Notification Event”), the County agrees to notify OCPS immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend OCPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
- H. **Mandatory Disclosure of Confidential Information** – If the County becomes compelled by law or regulation (including securities laws) to disclose any confidential information, the County will provide OCPS with prompt written notice so that OCPS may seek an appropriate protective order or other remedy. If a remedy acceptable to OCPS is not obtained by the date that the County must comply with the request, the County will furnish only that portion of the confidential information that it is legally required to furnish, and the County shall require any recipient of the confidential information to exercise commercially reasonable efforts to keep such information confidential.

- I. **Remedies for Disclosure of Confidential Information** – The County and OCPS acknowledge that unauthorized disclosure or use of confidential information may irreparably damage OCPS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any confidential information shall give OCPS the right to seek injunctive relief restraining such unauthorized disclosure or use.
- J. **Non-Disclosure** – The County is permitted to disclose confidential information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to the County and OCPS.
- K. **Request for Additional Protection** – From time to time, OCPS may reasonably request that the County protect the confidentiality of certain confidential information in particular ways to ensure that confidentiality is maintained. The County may reasonably decline OCPS's request.

XXIII. **NON-EXCLUSIVE AGREEMENT:**

The Parties understand and agree this Training Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.

XXIV. **ENTIRETY OF AGREEMENT:**

The Parties agree that this Training Agreement and any documents made a part thereof, sets forth the entire agreement between the Parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Training Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

XXV. **CONSTRUCTION OF THIS AGREEMENT:**

Each Party has participated in negotiating and drafting this Training Agreement, so if an ambiguity or a question of intent or interpretation arises, this Training Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Training Agreement.

XXVI. **OTHER CONDITIONS:**

- A. **Legal Authority** – It is understood that those signing this Training Agreement have the legal authority to enter into binding agreements.
- B. **Terms and Conditions** – This Training Agreement contains all the terms and conditions agreed upon by the Parties. Items incorporated by reference are physically attached hereto. No other agreements, oral or otherwise, regarding the subject matter of this Training Agreement, shall be deemed to exist or to bind the Parties hereto.
- C. **Location** – All Services shall be performed and located in appropriate settings that are convenient, safe, clean, and well maintained.

- D. **Access** – OCPS agrees to provide full accessibility to property owned or leased by OCPS for the County’s employees to perform Services as agreed upon herein. For software support, OCPS agrees to allow for secure, remote access to the system via internet-based tools such as WebEx or PCAnywhere or as outlined and agreed upon herein.

- E. **Public Entity Crime** – Pursuant to Section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with OCPS: when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, it may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

- F. **E-Verify** – By entering into this Training Agreement with OCPS, the County is obligated to comply with the provisions of Section 448.095, Florida Statutes, and “Employment Eligibility.” Further, by execution of this Training Agreement, the County affirms and represents that it is registered with, and uses, the E-Verify system, and will continue to use the E-Verify system. Compliance with Florida Statutes Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

XXVII. **NON-WAIVER:**

The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Training Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party.

XXVIII. **FORCE MAJEURE:**

Except as otherwise provided herein, none of the Parties shall be obligated to perform, and no Party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion, pandemic, or epidemic; (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute that results in a strike or work stoppage affecting the performance of this Training Agreement.

XXIX. **NOTICE:**

All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the Parties at the contact information listed below:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
ATTENTION: ASSOCIATE SUPERINTENDENT OF
CAREER AND TECHNICAL EDUCATION
445 WEST AMELIA STREET
ORLANDO, FL 32801-1129

ORANGE COUNTY UTILITIES WATER DIVISION
ATTENTION: JESSICA GREEN
ORANGE COUNTY UTILITIES WATER DIVISION
9150 CURRY FORD ROAD
ORLANDO, FL 32825-7600

XXX. **TERM AND TERMINATION:**

This Training Agreement shall commence August 10, 2023, and will terminate on June 30, 2026. This Training Agreement may be terminated by OCPS or the County, with or without cause upon thirty (30) days written notice sent consistent with Section XXVIII. In the event of a material breach, this Training Agreement may be terminated immediately.


XXXI. **COUNTERPARTS:**

This Training Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, constitute one and the same agreement.

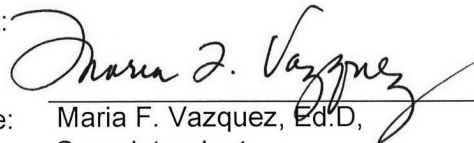
(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, OCPS and the County have made and executed this Training Agreement on the day and year below.


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


Name: Teresa Jacobs, Chair

Date: August 1, 2023

Attest: 
Name: Maria F. Vazquez, Ed.D., Superintendent

Date: July 31, 2023

Approved as to form and legality by the Office of Legal Services to the Orange County School Board on: 7/11/23 Signature: 
Print Name: Vivian Cocotas



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Bruno. Bwaka*
for Jerry L. Demings
Orange County Mayor

DATE: August 8, 2023

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

BY: *Jennifer Lara-Klimetz*
Deputy Clerk
Jennifer Lara-Klimetz
Printed Name

EXHIBIT A

UNIVERSITY HIGH SCHOOL Environmental Water & Reclamation Technology Classes

SCOPE OF SERVICES

I. Environmental Water & Reclamation Technology

- A. OCPS will offer two (2) semester courses (8007110 and 8007120) of the Environmental Water and Reclamation Technology Program ("Program") to University High School Students during the 2023-2024, 2024-2025, and 2025-2026 school years. The Program consists of a one (1)-year course of study available to 12th grade students. Students will be eligible to test for certification as a Class C Wastewater or Water Treatment Plant Operator. The content of this Program includes but is not limited to applications of water resource management, application of safety procedures, record keeping and sampling, wetland management, reclamation treatment techniques, solid waste disposal, storm water management, hazardous material storage, government water technology regulations, filtrations, sedimentation, fluoridation process, and performing maintenance and inspections on equipment.
- B. The Program will follow the most current version of the Florida Department of Education ("FDOE") Curriculum Framework established for Environmental Water and Reclamation Technology, Program Number 8007300.
- C. The Program will include instruction at both University High School and at the County's wastewater facility located at 1621 Alafaya Trail, Orlando, Florida 32828 and at the County's water facility located at 9100 Curry Ford Road, Orlando, Florida 32825. Every class shall maintain a minimum daily enrollment of 17 students.
- D. Classes that do not maintain a minimum of 17 enrolled students may be deleted from the University High School course offerings at OCPS's discretion. Students enrolled at the time of dissolution will be provided with the opportunity to complete the existing Program. OCPS is committed to fund the Program during the period required to teach out the Program, provided the remaining students persist in the Program.

II. Responsibilities of the Parties

A. **OCPS**

- 1. OCPS shall provide appropriate classroom space located at University High School including, but not limited to, desks, tables, electricity, and school maintenance, and an OCPS-issued computer or laptop for the County Instructor (as defined below), as well as include the course offering in the official student information system for full-time equivalency reporting to the FDOE. University High School administrators will develop the daily schedules for the classes and the Program.
- 2. OCPS shall offer the aforementioned classes concurrently on teacher contract days during OCPS's school year as outlined in the adopted school board calendar, as well as summer school days if agreed to by both Parties.

3. OCPS will pay the County \$50,000.00 each school year for one (1) part-time County instructor to teach the Program ("County Instructor"). Payment shall be made from OCPS to the County twice annually (December and April); each payment in an amount not to exceed \$25,000.00 upon receipt of an itemized invoice itemizing the period submitted for payment. If either Party terminates this Training Agreement, the students will be permitted to complete the Program and the County will be paid only through the balance of the Program.
4. OCPS will provide the County Instructor with access to OCPS's student management system, Skyward, as the Teacher of Record. This access will allow the County Instructor to report attendance, grades, and other required data for those students participating in the Program. All student data should be reported into Skyward. The County will not retain student data on any County operated system or equipment. OCPS will provide the County Instructor with access to Canvas for posting lessons plans, class communication and class management.
5. OCPS will assist the County Instructor to secure a local teacher certification in the areas of Environmental Water and Reclamation Technology.
6. OCPS will recruit students for the Program.
7. OCPS will provide the County with OCPS policies, regulations, rules, and guidelines articulated in Section XVIII of the Training Agreement.
8. OCPS will review and approve textbooks for use during instruction.

B. County

1. The County will assist in promoting the Program through campus visits and information sessions held in conjunction with OCPS's Career Specialists and Resource Teachers.
2. The County shall provide a County Instructor who is currently certified in vocational teaching and authorized to teach Environmental Water and Reclamation Technology to teach the Program. The County Instructor will be responsible for:
 - a) Managing the classroom and supervising proper care of equipment used during the course of instruction.
 - b) Diagnosing and analyzing student progress and programs for the purpose of providing appropriate instruction based on the developmental stages of students.
 - c) Utilizing a variety of instructional techniques to meet the individual needs of students.
 - d) Evaluating students' progress on a regular basis.
 - e) Utilizing classroom management techniques conducive to an effective classroom climate.
 - f) Showing sensitivity to students, parents, and the community and promoting student self-esteem.

- g) Teaching two (2) periods per day supervised by the principal or his/her designee. One (1) period will be provided for lesson planning.
 - h) Attending professional development and training held by University High School as requested, including all Florida Safe School Requirements.
 - i) The County Instructor will have access to and utilize the Skyward gradebook system for attendance and grades for all courses taught with OCPS. Attendance shall be entered daily. A minimum of two gradebook entries are expected each week.
 - j) Producing lesson plans based on the FDOE Student Performance Standards for 8007110 and 8007120, and creating a curriculum using a variety of resources that comply with the FDEP requirements for students to become certified FDEP Wastewater or FDEP Water Treatment Class C Operators.
 - k) Testing and evaluating students' performance on a schedule to be determined by the County Instructor and the administration, and producing grades.
 - l) Notifying the University High School administrator charged with Program oversight in the event the County Instructor will be absent from the Program.
3. The County Instructor shall not be an OCPS employee. The County Instructor shall not be considered an employee or volunteer of OCPS by virtue of his/her participation pursuant to this Training Agreement, and shall not be entitled to those benefits typically provided or offered to OCPS employees.
 4. All County facilities utilized in conjunction with this Program must meet applicable federal, state, and local requirements.
 5. The County shall provide curriculum, textbooks, and instructional software to support the Program's instructional requirements, to include paying for student testing fees while the student is enrolled in the OCPS system, for the Wastewater Operator Class C licensure exam and the Water Treatment Operator Class C licensure exam.
 6. The County shall provide transportation for students to the field experiences conducted at the County's wastewater and water facilities. Transportation will be funded by the County and rely on OCPS transportation providers included on approved OCPS-approved bids.
 7. All attendance and grading records will be permanently maintained by University High School and OCPS. All attendance of students enrolled in the Program pursuant to this Training Agreement shall be reported by OCPS for Full Time Equivalency (FTE) to the FDOE.
 8. The County commits to hiring up to six (6) OCPS students who successfully complete the Program and who have earned the FDEP Wastewater or FDEP Water Treatment Class C Operator license as on-call professionals. The County will work with other area utilities to place the remaining Program participants who have obtained licensure.