



Orange County Government

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

Legislation Text

File #: 24-1500, **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 and Collegiate Pathways, Inc. FY 2025 Grant Agreement and authorization to disburse \$54,075 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. (Innovation and Emerging Technologies Office)

PROJECT: Collegiate Pathways, Inc. 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
AND
COLLEGIATE PATHWAYS, INC.**

FY 2025 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2024, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and COLLEGIATE PATHWAYS, INC., DBA TECH SASSY GIRLZ, hereinafter referred to as "TECH SASSY GIRLZ".

WITNESSETH:

WHEREAS, TECH SASSY GIRLZ has applied to the County for a donation of funds for the operations of TECH SASSY GIRLZ; 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; and

WHEREAS, the County looks to TECH SASSY GIRLZ 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; and

WHEREAS, the County has appropriated funds to be donated to TECH SASSY GIRLZ for such purposes; and

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

WHEREAS, TECH SASSY GIRLZ 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 October 1, 2024 and ending September 30, 2025, the total sum of Fifty-Four Thousand Seventy-Five and no/100 Dollars (\$54,075.00) to be administered and disbursed by TECH SASSY GIRLZ 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 Contribution shall be made in two (2) installments: (1) \$43,250.00 shall be paid within 30 days of County's receipt of an invoice for same, and (2) the remaining \$10,825.00 shall be paid upon the County's satisfactory receipt of a final performance report of TECH SASSY GIRLZ's activities/programs/services and expenditure of budget as described in Exhibit "A." This final report, as described in Exhibit "B", shall demonstrate the scope and reach of TECH SASSY GIRLZ's services that were funded pursuant to this Agreement. This report is due to the Orange County Office of Innovation & Emerging Technology no later than 45 days after September 30, 2025. The second installment payment shall be paid within 30 days of receipt of the final performance 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 TECH SASSY GIRLZ 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, TECH SASSY GIRLZ 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. TECH SASSY GIRLZ's Obligation.

2.1 Representation of TECH SASSY GIRLZ. TECH SASSY GIRLZ 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", which should include partnering with Orange County.

2.2 TECH SASSY GIRLZ as Independent Contractor. The parties expressly acknowledge that the TECH SASSY GIRLZ 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. TECH SASSY GIRLZ, 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. TECH SASSY GIRLZ will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. TECH SASSY GIRLZ 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 TECH SASSY GIRLZ to receive future contributions from the County.

2.5 Non-Profit Status. TECH SASSY GIRLZ agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If TECH SASSY GIRLZ 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, TECH SASSY GIRLZ, 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 TECH SASSY GIRLZ's books and accounts at any time during normal working hours, provided that reasonable notice is given to TECH SASSY GIRLZ prior to any such inspection. Any costs incurred by TECH SASSY GIRLZ as a result of a County audit shall be the sole responsibility of and shall be borne by TECH SASSY GIRLZ. In addition, should TECH SASSY GIRLZ provide any or all of the County's funds to sub-recipients, then, and in that event, TECH SASSY GIRLZ 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, TECH SASSY GIRLZ 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. TECH SASSY GIRLZ 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. TECH SASSY GIRLZ 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, 2024 and shall continue until September 30, 2025. 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. 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 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 Court 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: *Jerry L. Demings*
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 Lane-Klimetz*
Deputy Clerk

Date: *OCT 29 2024*

COLLEGIATE PATHWAYS, INC.

By: *Laine Powell*
Laine Powell, Ed.D.
Executive Director

Date: *8/26/24*

EXHIBIT A

TECH SASSY GIRLZ

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Fifty-Four Thousand Seventy-Five and no/100 dollars (\$54,075) for FY25 will be used to support TECH SASSY GIRLZ’ operations, which consist of highly skilled program and event managers within the precollegiate STEM education industry. Beyond planning, hosting, raising complementary funding, and executing an annual event (in-person or virtual) for this scope of work, TECH SASSY GIRLZ 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 TECH SASSY GIRLZ 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 this event/program. Marketing efforts for the event/programs should especially target middle and high school student participation from the following zip codes of Orange County, if a pre-collegiate program: 32808, 32805, 32839, 32811, 32818, 32810, 32801, 32822, 32807, 32829 and 32703. The report deliverables in Exhibit B of Impact Metrics shall be in a matrix comparison to all Orange County zip codes.

TECH SASSY GIRLZ Proposed Budget – Total: \$54,075

FY 25 Budget Categories	Amount	Notes on Types of Expenses for the Category
Event Logistics (non-Supplies)	\$3,260	i.e. room rent; computer subscriptions; software, training
Marketing	\$10,000	i.e. print fees/supplies; website & SEO optimization upgrades; materials and STEM kits for students; database to manage student info; documentation of program activities
Staffing & Training	\$22,000	Staff to manage program and events
Other Direct Costs	\$8,000	i.e. travel for speakers/mentors; transportation for students, curriculum development, food for students, paper, notebooks, pens, industry-focused, leadership, employability, and exploration activities
Indirect Costs	\$10,815	20% indirect rate

Additional Sponsorship Expectations/Deliverables:

1. Annual Conference
 - a. Tech Sassy Girlz will have a half-day conference event where students participate in informative hands-on workshops while networking with women leaders in STEM fields.
2. Summer Programs

- a. Tech Sassy Girlz will have a four-week program (i.e. Pearls in Tech), designed to equip female high school students with 21st century digital and technical skills to enter the STEM workforce. Students will participate in a professional development workshop and courses necessary to gain technical skills and knowledge in STEM careers.

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, Tech Sassy Girlz 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 TECH SASSY GIRLZ
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 event, 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 event/program provides to participants
- A copy of the itinerary for the event
- 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)

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
 - 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*
 - 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 Tech Sassy Girlz 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, Tech Sassy Girlz 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 Tech Sassy Girlz

ATTN: Dr. Laine Powell, Executive Director
 1802 N. Alafaya Trail, Suite 144, Orlando, FL 32817
 Phone: 407-476-7274