



Interoffice Memorandum

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

FROM: Andrea Wesser-Brawner, Chief Innovation Officer
Innovation and Emerging Technology Office

A handwritten signature in black ink, appearing to read "AWB".

CONTACT: 407-836-5493

SUBJECT: **November 17, 2020** – Consent Agenda Item
Approval and Execution of Grant Agreements for FY 2021 between
Orange County, Florida and various STEM organizations

On June 23, 2020, staff presented to the Board an initial slate of pre-collegiate and collegiate STEM workforce development programs, prioritized based on their existing impact metrics, equitable reach across underrepresented demographics, and representation of STEM field recruitment in our community.

The program hosts include: 1) For Inspiration and Recognition of Science and Technology Inc., 2) University of Central Florida Foundation, Inc., 3) Collegiate Pathways, Inc., 4) Central Florida STEM Education Council, and 5) Florida Photonics Cluster.

The purpose of this recommendation is to provide funding for the general support of these STEM organizations in order to diversify our region's industries and to support unique skill sets for future talent.

ACTION REQUESTED:

Approval and execution of Orange County, Florida FY 2021 Grant Agreements for the period of October 1, 2020 through September 30, 2021 with 1) For Inspiration and Recognition of Science and Technology Inc. in the amount of \$60,000; 2) University of Central Florida Foundation, Inc. in the amount of \$65,000; 3) Collegiate Pathways, Inc. in the amount of \$35,000; 4) Central Florida STEM Education Council in the amount of \$25,000; and, 5) Florida Photonics Cluster in the amount of \$10,000, in the total amount of \$195,000.

AWB/mf

**ORANGE COUNTY, FLORIDA
AND
For Inspiration and Recognition of Science and Technology Inc.**

FY 2021 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November 2020, 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 hereinafter referred to as FIRST.

WITNESSETH:

WHEREAS, the FIRST has applied to the County for a donation of funds for the operations of the FIRST Orlando Region 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 the FIRST to conduct outreach and STEM club development, provide economic development opportunities, and commit 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 the FIRST whereby the FIRST will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, the 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, 2020 and ending September 30, 2021, the total sum of Sixty Thousand and No/100 Dollars to be administered and disbursed by the FIRST solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2020 for the designated purpose set forth in Exhibit "A", shall be returned to the County. The County's contributions of \$60,000.00 to FIRST shall be made in two (2) installments of \$42,000.00 upon receipt, and the remaining \$18,000.00 contingent upon the satisfactory receipt of a final performance report of the agency's activities/programs/services and expenditure of budget as described in Exhibit "A." This final report as described in Exhibit "B, should help the County understand the scope and reach of FIRST's services that were funded during this fiscal year. This report is due to the Orange County Office of Innovation & Emerging Technology within 30 days after September 30." The first installment payment will be paid by the end of October or within 30 days after an invoice is provided. The second installment payment shall be paid within 30 days of receipt of the final performance report, which will 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 the 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, which should include partnering with Orange County.

2.2 FIRST as Independent Contractor. The parties expressly acknowledge that the 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. The FIRST 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. The FIRST agrees to submit reports to the County's Office of Management and Budget 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. The 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, the 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 the FIRST prior to any such inspection. Any costs incurred by the FIRST as a result of a County audit shall be the sole responsibility of and shall be borne by the FIRST. In addition, should the FIRST provide any or all of the County's funds to sub-recipients, then, and in that event, the 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, the 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. The 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. The 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, 2020 and shall continue until September 30, 2021. 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*

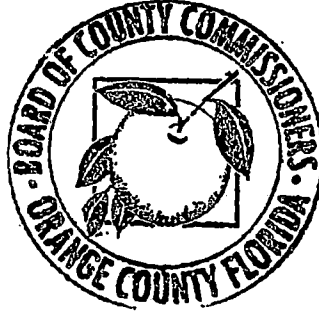
for Jerry L. Demings
Orange County Mayor

Date: NOV 17 2020

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

By: *Phil Diamond*
Deputy Clerk

Date: NOV 17 2020



For Inspiration and Recognition of Science and Technology Inc.

By: *Wendy Austin*
Wendy Austin, Orlando Regional Director

Date: 11/4/2020

EXHIBIT A

FIRST

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Sixty Thousand Dollars (\$60,000.00) for FY20-21 will be used to support FIRST's 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, 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 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, and 32703.

FIRST Proposed Budget – Total: \$ 60,000.00

FY 20 -21 Budget Categories	Amount	Notes on Types of Expenses for the Category
Event Logistics (non-Supplies)	\$43,000.00	i.e. room rent; computer subscriptions; etc.
Equipment & Supplies	\$2,000.00	i.e. 3D printers; plastic feedstock; etc.
Marketing	\$5,000.00	Rookie Team Development – will recruit for new team development
Staffing	\$10,000.00	

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 event, including annual theme, location, on-going 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
- Brief description of any winning teams/participants if a competitive element exists for the program/event, including where the participants are from (preferably zip codes), their age, demographic details, and collegiate/job aspirations
- Rankings/performance statistics of Orange County-based teams and/or participants if a competitive element exists in the event/program
- Proof of Orange County logo and other sponsorship benefits/placement (i.e. soft copies of collateral and/or screenshots/photos suffice)
- Confirmation of the Orange County STEM Career video shown during event, including how it was presented and on what day and timeframe of the itinerary
- A list of all registered <precollegiate/collegiate> participants by his/her zip code (for international participants, city and nation suffice)
- A list of all Orange County schools who provide support for competing teams at this competition

SECTION B: Impact Metrics

- *Impact Metrics of Actual Event*
 - Total number of participants
 - Total 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 **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: Andrea Wesser-Brawner, Chief Innovation and Emerging
 Technologies Officer
 201 S. Rosalind Avenue, 5th Floor
 Orlando, Florida 32802
 Phone: (407) 836-7370
 Fax: (407) 836-7399

Reports and Communications to the For Inspiration and Recognition of Science and Technology Inc.

FIRST

ATTN: Wendy Austin, Orlando Regional Director

717 Magnolia Creek Circle

Phone: 407-247-6776

FAX:

BCC Mtg. Date: November 17, 2020

**ORANGE COUNTY, FLORIDA
AND
University of Central Florida Foundation, Inc.**

FY 2021 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of OCTOBER 2020, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and University of Central Florida Foundation, Inc., hereinafter referred to as the "Foundation", a 501(c)(3) non-profit organization existing for the exclusive benefit of the University of Central Florida "University".

WITNESSETH:

WHEREAS, the Foundation has applied to the County for a donation of funds for the operations Science, Technology, Engineering and Mathematics (STEM) programs at the University; and

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to promote 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 the University to conduct outreach and STEM. club development, provide economic development opportunities, and commit 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 the Foundation for such purposes; and

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

WHEREAS, the University 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, 2020 and ending September 30, 2021, the total sum of Sixty Five Thousand and No/100 Dollars (\$65,000) to be administered and disbursed by the Foundation solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2021 for the designated purpose set forth in Exhibit "A", shall be returned to the County. The County's contributions of \$65,000 to Foundation shall be made in two (2) installments of \$45,500 upon receipt, and the remaining \$19,500 contingent upon the satisfactory receipt of a final performance report of the agency's activities/programs/services and expenditure of budget as described in Exhibit "A." This final report as described in Exhibit "B, should help the County understand the scope and reach of the University's services that were funded during this fiscal year. This report is due to the Orange County Office of Innovation & Emerging Technology within 30 days after September 30." The first installment payment will be paid by the end of October or within 30 days after an invoice is provided. The second installment payment shall be paid within 30 days of receipt of the final performance report, which will 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 the Foundation to receive future contributions from the County.

1.2 No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, Foundation and University 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. University and Foundation's Obligation.

2.1 Representation of University. The University represents that it will use its best efforts to develop and promote STEM careers and education opportunities in Central Florida, which should include partnering with Orange County.

2.2 Foundation and University Independent Contractor. The parties expressly acknowledge that the Foundation 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. The Foundation and University, 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. The Foundation 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. The Foundation agrees to submit reports to the County's Office of Management and Budget 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 Foundation to receive future contributions from the County.

2.5 Non-Profit Status. The Foundation agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the Foundation 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, the Foundation, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and his staff to inspect and audit the Foundation's books and accounts at any time during normal working hours, provided that reasonable notice is given to the Foundation prior to any such inspection. Any costs incurred by the Foundation as a result of a County audit shall be the sole responsibility of and shall be borne by the Foundation. In addition, should the Foundation provide any or all of the County's funds to sub-recipients, then, and in that event, the Foundation shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

2.7 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, the Foundation shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

2.8 Assignment. The Foundation may only assign its rights to its internal or related entities within the organization. Failure to comply with this section may result in immediate termination of this Agreement.

2.9 Indemnification. The Foundation agrees to indemnify the County to the extent expressly permitted by Florida Statute, 768.28.

Section 3. Term and Termination.

3.1 Term and Termination. The term of this Agreement shall begin on October 1, 2020 and shall continue until September 30, 2021. 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.

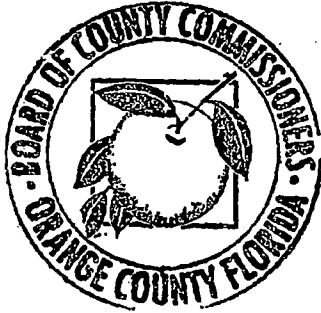
4.5 Severability. It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

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: NOV 17 2020



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

By: *Phil Diamond*
Deputy Clerk

Date: NOV 17 2020

University of Central Florida Foundation, Inc.

By: *Jeffrey Coates*
Jeffrey Coates, Associate Vice President for
Advancement, Colleges and Units

Date: 11-3-2020

By: *Nannette Aubert*
Nannette Aubert, Budget Director II on behalf of
Dr. Michael Georgiopoulos, Dean,
College of Engineering and Computer Science

Date: 11-3-20

EXHIBIT A

University of Central Florida Foundation, Inc.

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Sixty-Five Thousand and 00/100 Dollars (\$65,000) for FY20-21 will be used to support the University's operations, which consist of highly skilled program and event managers within the collegiate S.T.E.M. education industry. Beyond planning, hosting, raising complementary funding, and executing an annual event (in-person or virtual) for this scope of work, University commits to showing the County's S.T.E.M. 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, University's 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.

University's Proposed Budget – Total: \$ 221,000

FY 20 -21 Budget Categories	Amount	Notes on Types of Expenses for the Category
Event Logistics (non-Supplies)	\$15,500	i.e. room rent; computer subscriptions, etc.
Equipment & Supplies	\$5,000	i.e. IT Support
Marketing	\$8,000	i.e. banners, programs, promotional items
Staffing	\$70,000	Trainers and part-time coordinator
Other Direct Costs	\$107,500	Food & Hotel
Indirect Costs	\$15,000	Daily Transportation & Excursion

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, the Foundation 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 University of Central Florida
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 S.T.E.M. career opportunities:

SECTION A: Major Event/Program Information

- A 1 – 2 paragraph summary describing the event, including annual theme, location, on-going programmatic elements and offerings, new services/offerings, etc.
- A list of S.T.E.M. based skills, as well as other skills, the event/program provides to participants
- A copy of the itinerary for the event
- Brief description of any winning teams/participants if a competitive element exists for the program/event, including where the participants are from (preferably zip codes), their age, demographic details, and collegiate/job aspirations
- Rankings/performance statistics of Orange County-based teams and/or participants if a competitive element exists in the event/program
- Proof of Orange County logo and other sponsorship benefits/placement (i.e. soft copies of collateral and/or screenshots/photos suffice)
- Confirmation of the Orange County STEM Career video shown during event, including how it was presented and on what day and timeframe of the itinerary
- A list of all registered collegiate participants by his/her zip code (for international participants, city and nation suffice)
- A list of all Orange County schools who provide support for competing teams at this competition

SECTION B: Impact Metrics

- *Impact Metrics of Actual Event*
 - Total number of participants
 - Total 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 University of Central Florida 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, University of Central Florida 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: Andrea Wesser-Brawner, Chief Innovation and Emerging Technologies Officer
 201 S. Rosalind Avenue, 5th Floor
 Orlando, Florida 32802
 Phone: (407) 836-7370
 Fax: (407) 836-7399

Reports and Communications to the Foundation:

University of Central Florida Foundation, Inc.
ATTN: Sean Farrell, Associate Director for Advancement
UCF Foundation, Inc.
12424 Research Parkway, Ste. 250
Orlando FL 32826

Phone: 407.823.1570

BCC Mtg. Date: November 17, 2020

**ORANGE COUNTY, FLORIDA
AND
COLLEGIATE PATHWAYS, INC.**

FY 2021 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of October 2020, 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, 2020 and ending September 30, 2021, the total sum of Thirty-Five Thousand and no/100 Dollars (\$35,000.00) (“County Contribution”) 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, 2021 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) 80% of the County Contribution (\$28,000.00) shall be paid following full execution of this Agreement within 30 days of County’s receipt of an invoice, and (2) the remaining 20% of the County Contribution (\$7,000.00) 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 the TECH SASSY GIRLZ 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, 2021. 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, 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, 2020 and shall continue until September 30, 2021. 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.

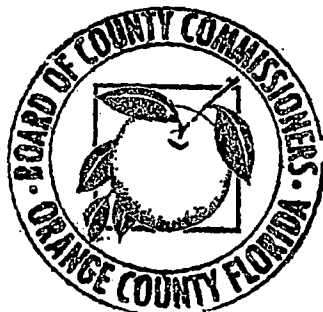
4.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any 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.

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: NOV 17 2020

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

By: *Katie Smith*
Deputy Clerk

Date: NOV 17 2020

COLLEGIATE PATHWAYS, INC.

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

Date: 10/2/20

EXHIBIT A

TECH SASSY GIRLZ

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$35,000 for FY20-21 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, and 32703.

TECH SASSY GIRLZ Proposed Budget – Total: \$ 35,000

FY 20 -21 Budget Categories	Amount	Notes on Types of Expenses for the Category
Event Logistics (non-Supplies)	\$3,000	i.e. room rent; computer subscriptions; software, training
Equipment & Supplies	\$7,000	i.e. computer, tablet, AV equipment
Marketing	\$6,000	i.e. print fees/supplies; website & SEO optimization upgrades; materials and STEM kits for students; database to manage student info
Staffing	\$8,750	Staff to manage program and events
Other Direct Costs	\$5,000	i.e. travel for speakers/mentors; transportation for students, curriculum development, food for students, paper, USB drives, notebooks, pens, industry-focused, leadership, employability, and exploration activities
Indirect Costs	\$5,250	15% indirect 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.

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
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, on-going 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: Andrea Wesser-Brawner, 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

**ORANGE COUNTY, FLORIDA
AND
CENTRAL FLORIDA STEM EDUCATION COUNCIL**

FY 2021 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2020, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and the Central Florida STEM Education Council hereinafter referred to as the "CFSEC

WITNESSETH:

WHEREAS, the CFSEC has applied to the County for a donation of funds for the operations of the CFSEC 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 the CFSEC to conduct outreach and STEM teacher development, provide economic development opportunities, and commit to develop the future workforce from local youth via hosting STEM events and programs that equip educators to more effectively communicate the importance of STEM and potential career opportunities. To that end, the County has appropriated funds to be donated to the CFSEC for such purposes; and

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

WHEREAS, the CFSEC 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, 2020 and ending September 30, 2021, the total sum of Twenty-five thousand and No/100 Dollars (\$25,000.00) ("County Contribution") to be administered and disbursed by the CFSEC solely for

the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2021 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) 80% of the County Contribution (\$20,000.00) shall be paid following full execution of this Agreement within 30 days of County's receipt of an invoice, and (2) the remaining 20% of the County Contribution (\$5,000.00) shall be paid upon the County's satisfactory receipt of a final performance report of CFSEC 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 the CFSEC'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, 2021. 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 CFSEC 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, CFSEC 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. CFSEC's Obligation.

2.1 Representation of CFSEC. The CFSEC represents that it will use its best efforts to develop and promote STEM careers and education opportunities in Central Florida, which should include partnering with Orange County.

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

2.5 Non-Profit Status. The CFSEC (a 501c3; Tax ID #45-1617063) agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the CFSEC 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, the CFSEC, 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 CFSEC's books and accounts at any time during normal working hours, provided that reasonable notice is given to the CFSEC prior to any such inspection. Any costs incurred by the CFSEC as a result of a County audit shall be the sole responsibility of and shall be borne by the CFSEC. In addition, should the CFSEC provide any or all of the County's funds to sub-recipients, then, and in that event, the CFSEC 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, the CFSEC 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. The CFSEC 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. The CFSEC 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, 2020 and shall continue until September 30, 2021. 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 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

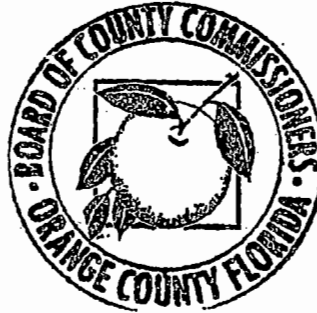
By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: NOV 17 2020

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

By: *Phil Diamond*
Deputy Clerk

Date: NOV 17 2020



Central Florida STEM Education Council

By: *Carol Ann Dykes Logie*
Carol Ann Dykes Logie
CFSEC Board Chair

Date: 11/3/2020

EXHIBIT A

CFSEC

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Twenty-five thousand and no/100 dollars (\$25,000) for FY20-21 will be used to support CFSEC's operations, which consist of highly skilled program and event managers within the pre-collegiate STEM education industry and STEM professionals from industry, government and academia. Beyond planning, hosting, raising complementary funding, and executing professional development programs for educators (in-person or virtual) for this scope of work, CFSEC commits to showing the County's STEM Careers promotional videos at least once during each event, as well as working with County staff, as needed, to collaborate on how County staff can support the 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, CFSEC 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, and 32703.

CFSEC Proposed Budget – Total: \$ 25,000

FY 20 -21 Budget Categories	Amount	Notes on Types of Expenses for the Category
Event Logistics (non-Supplies)	\$0.00	No expenses in this category anticipated
Equipment & Supplies	\$2000.00	Supplies for teacher activities to be utilized in training events
Marketing	\$500.00	Event platform subscriptions; website upgrades for training event marketing and support
Staffing	\$1000.00	Student intern
Other Direct Costs	\$19,000.00	Fees for STEM professional development experts
Indirect Costs	\$2500.00	Ten percent (.1%)

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 ~~30~~ days of the end of the year or prior, CFSEC 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 CFSEC
Final	October 30, 2021	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 educators provided professional development making them aware of local STEM career opportunities:

SECTION A: Major Event/Program Information

- A 1 – 2 paragraph summary describing CFSEC educator workshops conducted, including themes, locations, on-going programmatic elements and offerings, new services/offerings, etc.
- A list of STEM based skills, as well as other skills, the workshops provided educators training on.
- Background of instructors utilized to deliver the educator training
- A list of all registered educator participants by his/her school and zip code
- A list of all Orange County schools represented by educators who participated in the programs offered.
- A list of organizations (industry, government, academia, nonprofit) that participated to support the educator training on STEM skills and careers and the STEM fields they each represented.
- Copies of agendas for the events
- Results of any pre- and post-assessments conducted of the participating educators
- Results of surveys of the participating educators to capture the impact of the education they receive.
- Results of surveys of the non-educators participants (industry, government, academia, nonprofit) to capture their insights and willingness to engage in future educator training events.
- 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 events

SECTION B: Impact Metrics

- *Impact Metrics of Actual Events*
 - Total number of educator participants
 - Total number of students each educator teaches
 - Total number of Orange County schools supported

- *Additional Metrics*
 - Number of Orange County residents who mentor, coach, and/or volunteer with helping in any aspect of the events.
 - Number of Orange County-based organizations (industry, academia, government, nonprofit) categorized by STEM discipline that provide mentors, coaches and/or volunteers or sponsorship or any other form of support in any aspect of the events.

2) Within 30 days of its release, CFSEC 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: Andrea Wesser-Brawner, Chief Innovation and Emerging
 Technologies Officer
 201 S. Rosalind Avenue, 5th Floor
 Orlando, Florida 32802
 Phone: (407) 836-7370
 Fax: (407) 836-7399

Reports and Communications to the CFSEC

Central Florida STEM Education Council
 ATTN: Carol Ann Dykes Logue, Board Chair
 3259 Progress Drive
 Orlando, FL 32826
 Phone: 407-635-9882
 FAX: NA

ORANGE COUNTY, FLORIDA
AND
FLORIDA PHOTONICS CLUSTER

FY 2021 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of November 2020, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and the Florida Photonics Cluster, Inc. hereinafter referred to as the "FPC".

WITNESSETH:

WHEREAS, the FPC has applied to the County for a donation of funds for the operations of the FPC; 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 the FPC to conduct outreach and STEM club development, provide economic development opportunities, and commit 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 the FPC for such purposes; and

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

WHEREAS, the FPC 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, 2020 and ending September 30, 2021, the total sum of \$10,000 to be administered and disbursed by the FPC solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2021 for the designated purpose set forth in Exhibit "A", shall be returned to the County. The County's contributions of \$10,000 to FPC shall be made in two (2) installments: \$7,000 upon approval of the award, and the remaining \$3,000 contingent upon the satisfactory receipt of a final performance report of the agency's activities/programs/services and expenditure of budget as described in Exhibit "A." This final report as described in Exhibit "B", should help the County understand the scope and reach of FPC's services that were funded during this fiscal year. This report is due to the Orange County Office of Innovation & Emerging Technology within 45 days after September 30, 2021. The first installment payment will be paid at the end of October or within 30 days of an invoice. The second installment payment shall be paid within 30 days of receipt of the final performance report, which will 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 the FPC 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, FPC 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. FPC's Obligation.

2.1 Representation of FPC. The FPC represents that it will use its best efforts to develop and promote STEM careers and education opportunities in Central Florida, which should include partnering with Orange County.

2.2 FPC as Independent Contractor. The parties expressly acknowledge that the FPC 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. The FPC, 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. The FPC 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. The FPC agrees to submit reports to the County's Office of Management and Budget 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 FPC to receive future contributions from the County.

2.5 Non-Profit Status. The FPC agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the FPC 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, the FPC, 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 FPC's books and accounts at any time during normal working hours, provided that reasonable notice is given to the FPC prior to any such inspection. Any costs incurred by the FPC as a result of a County audit shall be the sole responsibility of and shall be borne by the FPC. In addition, should the FPC provide any or all of the County's funds to sub-recipients, then, and in that event, the FPC 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, the FPC 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. The FPC 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. The FPC 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 of 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, 2020 and shall continue until September 30, 2021. 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.

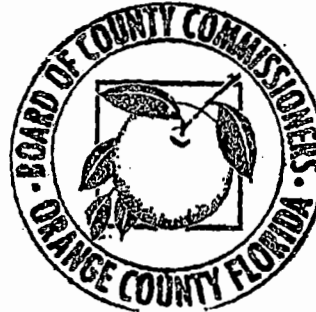
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor
Date: NOV 17 2020

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

By: *Katie Smith*
Deputy Clerk

Date: NOV 17 2020



FLORIDA PHOTONICS CLUSTER

By: *Alexei Glebov*
Alexei Glebov, President

Date: 11/3/2020

EXHIBIT A

FPC

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$10,000 for FY20-21 will be used to support FPC's operations, which consist of highly skilled program and event managers within the collegiate STEM education industry. Beyond planning, hosting, pursuing complementary funding, and executing 1-2 events (in-person or virtual) for this scope of work, FPC 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, FPC 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.

FPC's Proposed Budget – Total: \$10,000

FY 20 -21 Budget Categories	Amount	Notes on Types of Expenses for the Category
Event Logistics (non-Supplies)	\$500.00	software subscriptions
Equipment & Supplies	\$0.00	
Marketing	\$3,000.00	Careers guide design, printing, website updates, program marketing,
Staffing	\$5,000.00	Program director
Other Direct Costs	\$500.00	Travel to events
Indirect Costs	\$1,000.00	Indirect Rate: 10%

Additional Sponsorship Expectations/Deliverables:

-FPC will develop a "TOP 60 Careers in Optics & Photonics" guide in collaboration with FPC member Optics Professionals, a professional recruiting firm in the industry. The goal of this guide will be to develop a directory of optics & photonics job titles & descriptions that profiles local industry employers and collegiate programs in photonics to be used to educate and inform students about photonics careers, employers and local training programs. The guide will be provided to the students in FPC's STEM outreach programs and available as a downloadable PDF on floridaphotonics.org.

-In partnership with UCF's CREOL, Valencia, FIT, IRSC, Wekiva HS's Laser Photonics Academy, FIU and other partner academic institutions, FPC will coordinate student delegations to SPIE's

Defense & Commercial Sensing 2021 Trade Show (to be held April 13-15, 2021 at the Gaylord Palms Convention Center in Orlando, FL). The goal will be to provide students the experience of navigating a trade show floor to learn more about cutting edge products, network with application scientists and technical sales staff and learn about opportunities within the industry. Florida Photonics Cluster will be exhibiting at this event and has organized a grouping of Florida companies for the expo with FL companies participating in one location on the expo floor. If in-person delegations are not feasible or the conference is moved to a virtual format due to COVID-19, the program will be delivered virtually.

-Similar to the student delegation to DCS 2021, FPC will coordinate with member companies to arrange facility tour(s) for students to meet with optics & photonics industry employees, to understand more about the company operations. If in person tours are not feasible due to COVID-19, a virtual tour will be arranged.

-FPC will collaborate with the Central Florida STEM Education Council to develop optics & photonics educator resources to be included in their programming.

-Orange County will be listed as a “Platinum Patron Sponsor” on the FPC website for FY20-21.

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, FPC 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 FPC
Final	November 15, 2021	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, on-going 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 collegiate 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 FPC 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, FPC shall provide the County with a copy of its annual financial report and any performance or statistical data requested by Orange County.

Reports and Communications to the COUNTY:

Orange County. Office of Innovation & Emerging Technology
ATTN: Andrea Wesser-Brawner, Chief Innovation and Emerging
Technologies Officer

201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32802
Phone: (407) 836-7370
Fax: (407) 836-7399

Reports and Communications to the FPC:

Florida Photonics Cluster, Inc.
ATTN:
3259 Progress Drive
Orlando, FL 32826

Phone: (407) 906-5570
Email: info@floridaphotonics.org