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**ORANGE COUNTY, FLORIDA  
AND  
FLORIDA PHOTONICS CLUSTER, INC.**

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**FY 2025 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County,” and FLORIDA PHOTONICS CLUSTER, INC., hereinafter referred to as “FPC”.

**WITNESSETH:**

WHEREAS, FPC has applied to the County for a donation of funds for the operations of 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; and

WHEREAS, the County looks to FPC 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 FPC for such purposes; and

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

WHEREAS, FPC 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 Ten Thousand Eight Hundred Fifteen and no/100 Dollars (\$10,815.00) ("County Contribution") to be administered and disbursed by FPC 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) \$8,650.00 shall be paid within 30 days of County's receipt of an invoice for same, and (2) the remaining \$2,165.00 shall be paid upon the County's satisfactory receipt of a final performance report of FPC'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 FPC'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 November 15, 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 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.** FPC 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 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.** 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.** 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. FPC 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 FPC to receive future contributions from the County.

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

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**FLORIDA PHOTONICS CLUSTER, INC.**

By:  \_\_\_\_\_  
Barron Mills  
Executive Director

Date: 9/20/2024

## EXHIBIT A

### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$10,815 for FY25 will be used to support FPC’s mission to promote Florida photonics and optics education amongst high school and college age students and to strengthen FPC’s STEM outreach coordination. Funding will also be used to support FPC’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 event(s) (in-person or virtual) for this scope of work, FPC commits to showing the County’s involvement in STEM Careers promotion during the event(s), 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 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. 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.

FPC Proposed Budget – Total: \$10,815

<b>FY 25 Budget Categories</b>	<b>Amount</b>	<b>Notes on Types of Expenses for the Category</b>
Event Logistics (non-Supplies)	\$2,500	i.e. exhibit space, room/table space fee
CREOL Photonics Summer Camp(s)	\$2,000	Transportation, Program support, students (10-12 grade) participation fees, supplies
STEM Outreach	\$3,315	Co-branded booklets and STEM handouts for students
Staffing & Training	\$2,000	Staff to manage program and event/s
Indirect Costs	\$1,000	10% indirect rate

#### Additional Sponsorship Expectations/Deliverables:

- FPC will collaborate with the Central Florida STEM Education Council and OCPS to continue to distribute optics and photonics educators’ resources – to include previous year’s video and printed career brochures – to be included in their programming.
- Participation in events (i.e. OSC Spark STEM Fest and OCPS event).
- Neighborhood Awareness – FPC will continue collaborating with OSC to engage middle and high school students in underserved communities in Orange County. The Neighborhood Awareness program is designed to show students insights into Photonics. This task is included in the STEM Outreach initiative.

- STEM Outreach - FPC will provide and distribute co-branded deliverables that will continue to emphasize past efforts (i.e. career brochure and photonics video) while informing students and parents about attainable career opportunities in the optics and photonics industry.
- Orange County shall be recognized as a member and “Diamond Patron Sponsor” on the FPC website and literature for FY25.
- Orange County will retain a seat on the FPC Board of Directors for 2025.

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.

	<b>Report Due (no later than)</b>	<b>Second Payment Due to FPC</b>
Draft	August 30	
Final	November 15	Within 30 days of receipt report

The following information needs to be included in the draft and 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: Event/Program Information**

- A 1 – 2 paragraph summary describing each event with photos, 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 events/programs provide to participants
- A copy of the itinerary for the events
- Brief description of any winning teams/participants if a competitive element exists for the program/event, including where the participants are from (preferably zip codes), their age, demographic details, and collegiate/job aspirations
- Rankings/performance statistics of Orange County-based teams and/or participants if a competitive element exists in the event/program
- Proof of Orange County logo and other sponsorship benefits/placement (i.e. soft copies of collateral and/or screenshots/photos suffice)
- Confirmation of the Orange County STEM Career video shown during event, including how it was presented and on what day and timeframe of the itinerary
- A non-identifiable count of all registered precollegiate participants by zip code of all registered precollegiate participants (for out of state and international participants, city and nation suffice)
- A list of all Orange County schools who provide support for competing students/teams at this competition

**SECTION B: Impact Metrics**

- *Impact Metrics of Actual Distribution*
  - Total number of STEM-based institutions that assisted FPC in getting the brochure out to students
  - Total number of STEM-based institutions that assisted FPC in getting the video out to students



- Social media tracking indicators for video views (by age group, gender, and County /if possible)
- *Impact Metrics of Participation (Event(s))*
  - Total number of students engaged in events/program elements at event(s)
  - Total number of students engaged in summer camps or mini project(s)
  - Total number of students (with demographics) engaged outreach
  - Total number of students engaged neighborhood awareness
  - Estimated total number of Orange County student and/or resident participants engaged in events/program elements at event(s)
  - Total number of take-home STEM kits distributed at event(s)
  - Total number of Photonics one-pager distributed to student(s)
  - Total number of career brochure downloads during event(s)
  - Total number of visitors to all event(s) shall include the following:
    - Count/Percentage of female participants
    - Count/Percentage of Black participants
    - Count/Percentage of Hispanic participants
    - Count/Percentage of Asian American participants
    - Count/Percentage of Multiracial participants
  - Estimated Percentage (for above counts) is acceptable for Expo/Science Center type events

SECTION C: Distribution of STEM Brochure and Video

A list/chart tracking the following information:

- Current Status
  - Photonics/Optics professional - industry
  - Photonics/Optics professional - academia
  - Photonics/Optics/Engineering student
  - Recruiter or service provider
  - Other
- Age Group
  - Under 18 years old
  - 18-25 years old
  - 26 to 35 years old
  - 36 to 50 years old
  - 50+ years old
- Location
  - Orange County FL
  - Central FL (other than Orange County)
  - South Florida
  - Other U.S. state or territory
  - International
- A list of STEM- based institutions that assisted FPC in getting the brochure out to students.

- A list of Orange County schools and/or organizations that assisted in the distribution of the brochure.
- Proof of Orange County logo on FPC's website [www.floridaphotonics.org](http://www.floridaphotonics.org) and other sponsorship benefits.
- Proof of Orange County Representative's inclusion on the FPC Board of Directors (i.e. website visibility as a Board member).
- Inclusion of OC representative on all FPC Board emails and Board meeting invitations as well as voting rights of the OC rep on the FPC Board of Directors.

2) Within 30 days of its release, FPC 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, 5<sup>th</sup> Floor  
Orlando, Florida 32802  
Phone: (407) 836-7370  
Fax: (407) 836-7399

Reports and Communications to FPC

ATTN: Barron Mills, Executive Director  
3259 Progress Drive  
Orlando, FL 32826  
Phone: (407) 906-5570  
**Email: [info@floridaphotonics.org](mailto:info@floridaphotonics.org)**