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

FY 2026 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, 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.

WITNESSETH:

WHEREAS, Collegiate Pathways, Inc. has applied to the County for a donation of funds for the operations of Collegiate Pathways, Inc.; 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 Collegiate Pathways, Inc. 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 Collegiate Pathways, Inc. for such purposes; and

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

WHEREAS, Collegiate Pathways, Inc. 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, 2025 and ending September 30, 2026, a sum not to exceed Fifty-Five Thousand Six Hundred Ninety-Seven and 00/100 Dollars (\$55,697.00) to be administered and disbursed by Collegiate Pathways, Inc. solely for the purposes set forth in Exhibit "A". The County Contribution shall be made in installments: (1) up to \$43,697.00 shall be paid within 30 days of County's receipt of invoices documenting completion of specified tasks, and (2) the remaining balance shall be paid within 30 days of the County's satisfactory receipt of a final performance report of Collegiate Pathways, Inc.'s activities/programs/services and expenditure of budget as described in Exhibit "A." All invoices will be paid to reimburse expenses associated with the completion of specific tasks within the specified billing period.

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, Collegiate Pathways, Inc. agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature 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. COLLEGIATE PATHWAYS, INC...'s Obligation.

2.1 Representation of COLLEGIATE PATHWAYS, INC. Collegiate Pathways, Inc. represents that it will use its best efforts to develop and promote STEM careers and education opportunities in Central Florida consistent with the scope and responsibilities set forth in Exhibit "A." To the extent feasible, Collegiate Pathways, Inc. shall partner with Orange County to develop and promote said careers and education opportunities.

2.2 COLLEGIATE PATHWAYS, INC. as Independent Contractor. The parties expressly acknowledge that the Collegiate Pathways, Inc. 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 Policies. Collegiate Pathways, Inc., in performing its obligations under this Agreement, shall abide by Orange County's information technology policy, artificial intelligence policy, and whistleblower policy. Collegiate Pathways, Inc. also shall comply with applicable accessibility and nondiscrimination policies in federal and state statutes and Chapter 22, Orange County Code, and shall not unlawfully discriminate against any worker, employee, applicant or

member of the public because of race, religion, sex, sexual orientation, color, age, disability or national origin.

2.4 Accounting. Collegiate Pathways, Inc. 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. Any funds not spent or encumbered by September 30, 2026, for the designated purpose set forth in Exhibit "A" shall be returned to the County within 30 days.

2.5 Reporting. Collegiate Pathways, Inc. agrees to submit reports to the County's Office of Innovation and Emerging Technologies according to the terms described in Exhibit "B". This final report, as described in Exhibit "B," shall demonstrate to the County the scope and reach of the Collegiate Pathways, Inc. services that were funded during the term of this Agreement and will determine compliance for future funding. The final report is due to the Orange County Office of Innovation & Emerging Technologies on or before November 15, 2026. 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 Collegiate Pathways, Inc. to receive future contributions from the County.

2.6 Non-Profit Status. Collegiate Pathways, Inc. agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If Collegiate Pathways, Inc. 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.

2.7 Right to Inspect and Audit Accounts. During the term of this Agreement, Collegiate Pathways, Inc., 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 Collegiate Pathways, Inc.'s books and accounts at any time during normal working hours, provided that reasonable notice is given to Collegiate Pathways, Inc. prior to any such inspection. Any costs incurred by Collegiate Pathways, Inc. as a result of a County audit shall be the sole responsibility of and shall be borne by Collegiate Pathways, Inc. In addition, should Collegiate Pathways, Inc. provide any or all of the County's funds to sub-recipients, then, and in that event, Collegiate Pathways, Inc. 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.

2.8 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, Collegiate Pathways, Inc. 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.

2.9 Assignment. Collegiate Pathways, Inc. 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.

2.10 Indemnification. Collegiate Pathways, Inc. 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, 2025 and shall continue until September 30, 2026. 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: _____

COLLEGIATE PATHWAYS, INC.

By:  _____

Laine Powell, Ed.D.
Executive Director

Date: 10/30/25

EXHIBIT A

COLLEGIATE PATHWAYS, INC.

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding not to exceed Fifty-Five Thousand Six Hundred Ninety-Seven and no/100 dollars (\$55,697) for FY26 will be used to support Collegiate Pathways, Inc.'s operations, which consist of highly skilled program and event managers within the precollegiate STEM education industry. Funds under this contract will not be used for food and drink at events. The annual conference and programming will be held within Orange County.

Collegiate Pathways Proposed Budget – Total: \$55,697

| FY 26 Budget Categories | Amount | Allowable Expenses |
|--------------------------------|---------------|---|
| Task #1 – Annual Conference | \$28,256 | Staff to manage annual conference, travel for speakers/mentors; transportation for students; print fees/supplies; materials and kits for students; database to manage student info for outreach and marketing; documentation of program activities and outcomes |
| Task #2 - Summer Programs | \$27,441 | Staff to manage summer program and events; travel for speakers/mentors; transportation for students; curriculum development; print fees/supplies; materials and kits for students; paper, notebooks, and pens; and development of industry-focused, leadership, employability, and exploration activities |

Task #1 - Annual Conference: Collegiate Pathways, Inc. will have a half-day conference event where students participate in informative hands-on workshops while networking with leaders in STEM fields.

Task #2 - Summer Programs: Collegiate Pathways, Inc. will host a four-week program designed to equip high school students with 21st century digital and technical skills to enter the STEM workforce. Students will participate in a professional development workshop and courses necessary to gain technical skills and knowledge in STEM careers. Collegiate Pathways, Inc. also will host several Tech Treks to inform students about various STEM careers.

Additional Sponsorship Expectations

1. Collegiate Pathways, Inc. commits to showing the County's STEM Careers promotional videos at least once during the event.
2. If appropriate and available, County staff should be prioritized in the itinerary to present the video and/or speak at major events.
3. Collegiate Pathways, Inc. will hold one or more one-day STEM events at the Orange County Innovation Center, if logistically feasible.

4. Collegiate Pathways, Inc. staff will meet with Orange County staff at least six times during the year to coordinate alignment with impact metrics, especially ensuring all County Commission Districts have student representation and/or access to the events/programs.
5. Collegiate Pathways, Inc. will comply with all applicable federal executive orders and will include a nondiscrimination disclaimer on their website that programs and services are open to all with no restrictions on participation or funding based on race, ethnicity, or gender.

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 performance and financial report shall be submitted to the Office of Innovation & Emerging Technologies as indicated:

| | Report Due (no later than) | Final Payment Due to Collegiate Pathways, Inc. |
|-----------------------------|---------------------------------------|---|
| Final Report and Invoice | October 15 | Within 30 days of receipt of report |

The following information needs to be included in the final report, as it pertains to the agency's activities, programs, and services supporting Orange County and other regional students, or students sought for recruitment to local STEM career opportunities. The report deliverables in Exhibit B of Impact Metrics shall be in a matrix comparison to all Orange County zip codes.

SECTION A: Event/Program Information

- A 1 – 2 paragraph summary describing each event or program, including theme, location, participating agencies and co-sponsors, activities, and any new services or features
- A list of STEM-based skills, as well as other skills, each event or program provided to participants
- A copy of the agenda or itinerary for each event or program
- Proof of Orange County logo and other sponsorship benefits/placement at events (i.e. copies of collateral and/or screenshots/photos)

SECTION B: Impact Metrics

Impact Metrics of Workshops and Camps

- Description of each event, including Orange County area or school in which they were held
- Total number of participants
- Total number of Orange County student and/or resident participants
- Percentage of Orange County student/resident participants new to the event this year
- Number of Orange County residents who mentor, coach, and/or volunteer at the event or any aspect of preparing for the event
- Number of STEM-career based Orange County residents who mentor, coach, and/or volunteer at the event or any aspect of preparing for the event
- Percentage of former participants engaged with any aspect of the event

- A non-identifiable count by zip code of all registered precollegiate participants in Orange County and nearby FL areas
- A non-identifiable count of participants in FL outside of local area, by team county, out of state, by state, and international participants, city and nation
- Number of Orange County residents who mentor, coach, and/or volunteer with 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

2) Within 30 days of release, Collegiate Pathways, Inc. 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 Technologies
 ATTN: Alissa Barber Torres, Chief Innovation and Emerging
 Technology Officer
 201 S. Rosalind Avenue, 5th Floor
 Orlando, Florida 32801
 Phone: (407) 836-5493
 Email: alissa.torres@ocfl.net

Reports and Communications to Collegiate Pathways, Inc.

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