



Interoffice Memorandum

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

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

CONTACT: 407-836-5493

SUBJECT: **May 24, 2022** – Consent Agenda Item
Approval and Execution of Grant Agreements for FY 2022 between
Orange County, Florida and two STEM organizations

On June 23, 2020, staff presented to the Board an initial slate of pre-collegiate and collegiate science, technology, engineering, and math (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) Collegiate Pathways, Inc. and 2) 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 2022 Grant Agreements with 1) Collegiate Pathways, Inc. in the amount of \$45,000; and 2) Florida Photonics Cluster in the amount of \$10,000, in the total amount of \$55,000 for the period of October 1, 2021 through September 30, 2022.

AWB/mf

MAY 24 2022

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

FY 2022 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May 2022, 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, 2021 and ending September 30, 2022, the total sum of Forty-Five Thousand and no/100 Dollars (\$45,000.00) (“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, 2022 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 (\$36,000.00) 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 (\$9,000.00) 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, 2022. 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 May 24, 2022 and shall continue until December 31, 2022. 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.

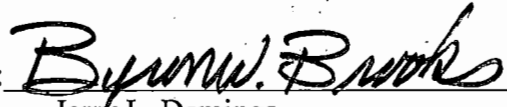
4.3 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

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
Orange County Mayor

Date: 24 May 2022



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

By: Emily Rivera
For Deputy Clerk

Date: MAY 24 2022

COLLEGIATE PATHWAYS, INC.

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

Date: March 30, 2022

EXHIBIT A

TECH SASSY GIRLZ

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$45,000 for FY21-22 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: \$ 45,000

FY 22 Budget Categories	Amount	Notes on Types of Expenses for the Category
Event Logistics (non-Supplies)	\$5,000	i.e. room rent; computer subscriptions; software, training
Equipment & Supplies	\$2,500	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	\$15,500	Staff to manage program and events
Other Direct Costs	\$7,000	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	\$9,000	20% 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

MAY 24 2022

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

FY 2022 GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May 2022, 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 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, 2021, and ending September 30, 2022, 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, 2022, 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, 2022. 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 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 May 1, 2022 and shall continue until December 31, 2022. 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.

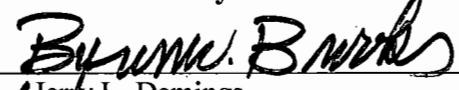
4.3 No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

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.

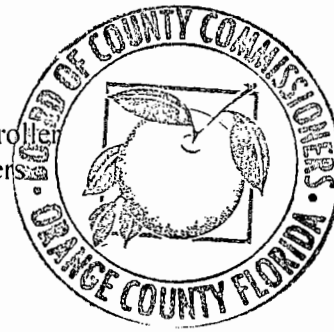
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: 
Jerry L. Demings
Orange County Mayor

Date: 24 May 2022

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners
By: Emily Rivera
For Deputy Clerk



Date: MAY 24 2022

FLORIDA PHOTONICS CLUSTER

By: Alexei Glebov
Dr. Alexei Glebov, President

Date: 4/11/2022

EXHIBIT A

Funding for FY2021-2022 will be used to further part of the Florida Photonics Cluster (FPC) mission for promoting Florida photonics and optics education amongst high school and college-age students and for strengthening FPC's STEM outreach coordination. As a follow-on to the FY2020-2021 OC grant, FPC will revisit some of the items that were unable to be accomplished in FY2021 due to covid-19, meeting restrictions, and event cancellations. FPC was able to complete the "Top 60 Careers in Optics and Photonics in Florida," to which there is a link on the FPC homepage (also collecting data). In 2022, FPC will create a "Photonics in Everyday Life" promotional video aimed at showing secondary and early career students some of the optics and photonics technology that is helping forward society. The purpose of the video will be to generate some excitement and interest in these students so they will want to look at the Top 60 Careers brochure. FPC will work with the County and STEM outreach educators on creating metrics to determine the impact of the video and for developing a plan for linking the video and the careers brochure.

Deliverables:

- A video consisting of highlights from three to five Florida Photonics Cluster member companies and/or academic researchers, with cameo appearances from FPC's President and from an Orange County representative (or mayor). The purpose of the video would be to help grab the attention of high school and college-age students and demonstrate real life examples of how photonics and optics are being used every day and how this technology is moving us forward as a society. FPC will leverage some of our more prominent and cutting-edge companies to help highlight areas such as: Lidar & Lighting in automobiles; Industrial Laser manufacturing; Free Space Communications/Optics; Medical Applications; Analytical Applications (such as for covid/heat detection). County staff would help in the video footage and editing of the video and would be a featured "partner" with logo and name branded along with FPC.
- FPC will collaborate with the Central Florida STEM Education Council to develop optics & photonics educator resources – to include the video and career brochure – to be included in their programming.
- Orange County will be listed as a "Platinum Patron Sponsor" on the FPC website for FY21-22.
- Orange County will retain a seat on the FPC Board of Directors for 2022.

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

FY21-22 Budget Categories	Amount	Notes on Types of Expenses for the Category
Logistics (non-Supplies)	\$300.00	Website back-end work/subscriptions for video hosting
Equipment & Supplies	\$200.00	Props, scene design, enhanced lighting/sound for filming
Marketing	\$3,000.00	Design, scripts, program marketing, print material/printing
Staffing	\$5,000.00	FPC Staff
Other Direct Costs	\$500.00	Travel and set-up costs
Indirect Costs	\$1,000.00	Indirect Rate: 10%

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 Report	November 15, 2022	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: Distribution Follow-up for STEM Brochure

- 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 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.

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 as/if possible)

Impact Metrics of Participation (Video)

- Total number of Orange County-based photonics companies participating in the video
- Total number of Orange County residents participating in the video
- Percentage of female participants in the video
- Percentage of minority participants in the video
- 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.

3259 Progress Drive

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Email: info@floridaphotonics.org