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**FY 2024-2025 GRANT AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and the*

**ORLANDO SCIENCE CENTER**

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THIS AGREEMENT is made and entered into this \_\_\_ day of October 2024, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County” and the ORLANDO SCIENCE CENTER, hereinafter referred to as the “Science Museum”.

**WITNESSETH:**

WHEREAS, the Science Museum has applied to the County for a donation of funds for activities/programs/services sponsored by the Science Museum; and

WHEREAS, the County has determined that there is a public interest for such activities/programs/services in order to promote educational cultural and tourism activities of Orange County and, to that end, the County has appropriated funds to be donated to the Science Museum for such purposes; and

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

WHEREAS, the Science Museum 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, 2024 and ending September 30, 2025, the total sum of One Hundred Two Thousand, Nine Hundred Ninety-Nine Dollars and No/100 (\$102,999) to be administered and disbursed by the County 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's contribution shall be made to the Science Museum on or about the 30<sup>th</sup> of November 2024, unless otherwise approved in writing by the Office of Management and Budget Director of the County. 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, the Science Museum 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.

## **Section 2. Science Museum's Obligation.**

**2.1 Representation of the Science Museum.** The Science Museum represents that it will use its best efforts to provide operations and maintenance.

**2.2 The Science Museum as Independent Contractor.** The parties expressly acknowledge that the Science Museum 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 Nondiscrimination.** The Science Museum, in performing under this Agreement shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice on such basis.

**2.4 Accounting.** The Science Museum 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 Science Museum shall submit periodic reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to submit such statements/reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Science Museum to receive future contributions.

**2.5 Non-Profit Status.** The Science Museum agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the Science Museum 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 Science Museum, 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 Science Museum's books and accounts at any time during normal working hours, provided that reasonable notice is given to the Science Museum prior to any such



inspection. Any costs incurred by the Science Museum as a result of a County audit shall be the sole responsibility of and shall be borne by the Science Museum. In addition, should the Science Museum provide any or all of the County's funds to sub-recipients, then, and in that event, the Science Museum 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 Science Museum 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 Science Museum 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 Science Museum 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, of any kind and nature arising or growing out or in any way connected with the performance of this Agreement.

### **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.

### **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.

**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.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated 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  
Clerk/Deputy Clerk of the Board

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

\* \* \* \* \*

THE ORLANDO SCIENCE CENTER

By: John [Signature]

Title: PRESIDENT + CEO

Date: 9/5/24

**EXHIBIT "A"**

**SCIENCE MUSEUM**

PROGRAM (S) FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$102,999 has been approved for the Science Museum. This grant will be used and placed in the Science Museum's operational account to pay for reasonable and necessary costs for operations and maintenance of the Science Museum.

## EXHIBIT "B"

The following reports should be submitted to the Office of Management and Budget:

Description of report and submittal dates:

Audited Financial Statements shall be provided to the Office of Management and Budget no later than 60 days after the completion of the audit of the financial statements for the budget year ending subsequent to the signing of this agreement.

Mail or Fax the report(s) to:

Orange County  
Office of Management and Budget  
Attn.: Kurt Petersen, Director, OMB  
201 S. Rosalind Avenue, 3<sup>rd</sup> Floor  
Orlando, Florida 32802

Phone: (407) 836-7390

FAX: (407) 836-2880



**Orlando Science Center**  
*Inspire Science Learning for Life*

**INVOICE**

ATTN: Finance  
777 E. Princeton Street  
Orlando, FL 32803  
Phone: 407.514.2262  
Fax: 407.514.2001

**BILL TO:**  
Orange County Government  
Office of Management & Budget (OMB)  
201 S. Rosalind Avenue, 3rd Floor  
Orlando, FL 32802

**INVOICE NO:** 2025OC1  
**INVOICE DATE:** 9/5/2024  
**TERMS:** Due Upon Acceptance of Agreement

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL DUE
	Orange County operating support for Orlando Science Center, FY 2025 per grant agreement		\$ 102,999.00
<b>OSC Account: 242400 / 1-800-U</b>			<b>TOTAL AMOUNT DUE \$ 102,999.00</b>

*If you have any questions concerning this invoice, please contact Tina Owen, Controller: [towen@osc.org](mailto:towen@osc.org), 407-514-2262*

**Thank you!**

**RECEIVED**

*By Office of Mgmt & Budget at 2:37 pm, Sep 05, 2024*