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**ORANGE COUNTY, FLORIDA**  
**AND**  
**FOR INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY**  
**(FIRST).**  
**FY 2026 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of December, 2025, 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 INCORPORATED (FIRST) a New Hampshire not for profit corporation, hereinafter referred to as "FIRST".

**WITNESSETH:**

WHEREAS, FIRST has applied to the County for a donation of funds for the operations of the FIRST Orlando Regional; 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 FIRST 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. 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 FIRST whereby FIRST will receive said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, 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, 2025 and ending September 30, 2026, a sum not to exceed Seventy-Two Thousand One Hundred and Forty-One and No/100 Dollars (\$72,141) to be administered and disbursed by FIRST solely for the purposes set forth in Exhibit "A." The County's contribution of up to \$72,141 to FIRST shall be made in installments: (1) up to \$55,141 shall be paid within 30 days of the 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 the FIRST'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, FIRST 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. 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 consistent with the scope and responsibilities set forth in Exhibit "A". To the extent feasible, FIRST shall partner with Orange County to develop and promote said careers and education opportunities.

**2.2 FIRST as Independent Contractor.** The parties expressly acknowledge that 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 Policies.** FIRST, in performing its obligations under this Agreement, shall abide by Orange County's information technology policy, artificial intelligence policy, and whistleblower policy. FIRST 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.** FIRST will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County

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.** FIRST agrees to submit reports to the County's Office of Innovation and Emerging Technologies according to the terms described in Exhibit "B". The final report, as described in Exhibit "B", shall demonstrate to the County the scope and reach of FIRST services that were funded during the term of this Agreement and will determine compliance for future funding. FIRST shall submit the final report 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 FIRST to receive future contributions from the County.

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

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

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

**2.9 Assignment.** 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.

**2.10 Indemnification.** 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, 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 funds provided by the County hereunder 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. 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: \_\_\_\_\_

**FIRST:**  
**For Inspiration and Recognition of Science and Technology**  
**Incorporated (FIRST)**

By: Mike Shea  
Mike Shea  
Vice President, Program Delivery

Date: Dec. 12, 2025

## EXHIBIT A

### For Inspiration and Recognition of Science and Technology Incorporated (FIRST).

Funding not to exceed Seventy-Two Thousand One Hundred and Forty-One and No/100 Dollars (\$72,141) for FY26 will be used to support FIRST's operations, which consist of experienced, highly skilled program and event managers to support precollegiate STEM education.

#### **FIRST Proposed Budget – Total: \$72,141**

FY 26 Budget Categories	Amount	Allowable Expenses
Task #1A - Rookie and Veteran Teams	\$37,600.00	\$2,500 per Veteran (10), \$6,300 per Rookie (2)
Task #1B - Staffing and Training	\$10,700.00	Regional Director salary to provide mentor and student trainings throughout the program year
Task #2 - Orlando Regional FIRST Competition	\$20,100.00	Staffing, trainings, AV crew, pipe and drape, insurance, volunteer shirts, volunteer gifts
Task #3 - Awareness and Outreach	\$3,741.00	Alumni events, shirt and gifts for alumni, website maintenance, outreach signage

**Task #1 Orange County FIRST Teams:** FIRST will provide registration fees for rookie teams (\$6,300.00) and continuing support for veteran teams (\$2,500.00). FIRST will provide monthly mentor calls from Sept-May and a separate hands-on training workshop for mentors in the fall. FIRST will provide student workshops to kick off the program year and another in the fall to support student participation.

**Task #2 Orlando Regional FIRST Competition:** FIRST will organize and host a competition for local teams to compete without travel costs, funding the partial cost of AV crew, pipe and drape, insurance, volunteer gifts and shirts, and an alumni mixer. This task includes the cost of FIRST staffing to host the Competition and to provide mentor and student trainings at the event.

**Task #3 Awareness and Outreach:** FIRST will implement alumni networking events with shirt and gift giveaways to recruit volunteer participation, conduct regular website maintenance, and provide outreach signage to support events. Funds under this contract will not be used for food and drink at events.

#### **Additional Sponsorship Expectations**

1. FIRST commits to showing the County's STEM Careers promotional videos at least once during the Competition.
2. If appropriate and available, County staff should be prioritized in the itinerary to present the video and/or speak at the Competition.

3. FIRST 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.
4. FIRST 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:

	<b>Report Due (no later than)</b>	<b>Final Payment Due to FIRST</b>
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/services supporting Orange County and other regional students, or students sought for recruitment to local STEM career opportunities. The Impact Metrics shall be in a matrix comparison to Orange County zip codes, other states and countries.

### **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
- Brief description of any winning teams/participants in any competitive program/event, including where the participants are from (preferably zip codes), their age, and collegiate/job aspirations
- Rankings/performance statistics of Orange County-based teams and/or participants in any competitive event/program
- Proof of Orange County logo and other sponsorship benefits/placement (i.e. copies of collateral and/or screenshots/photos)
- Confirmation that the Orange County STEM Career video was shown during the event, including how it was presented and on what day and timeframe of the itinerary, including photos/video
- Social media analytics for content engagement and video views (by County, if possible)

### **SECTION B: Impact Metrics**

#### *Impact Metrics of Direct Orange County Team Support (Program)*

- Description of each team, including Orange County area or school in which they are based
- Description of each team activity, including Orange County area or school in which they were held

- Total number of teams participating in team activities, including events, training, and mentoring
- Total number of Orange County student and/or resident participants at team activities, including events, training, and mentoring

*Impact Metrics of Orlando Regional FIRST Competition*

- 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
- 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 FIRST participants engaged with any aspect of the event, including preparation of teams prior to the event, sitting on its Boards, etc.
- 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 teams in FL outside of local area, by team county, out of state, by state, and international participants, city and nation
- A list of all Orange County schools who provide support for competing teams at this competition

*Impact Metrics of Outreach and Alumni Events*

- 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

2) Within 30 days of 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 Technologies  
 ATTN: Alissa Barber Torres, Chief Innovation and Emerging  
 Technology Officer  
 201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
 Orlando, Florida 32801  
 Phone: 407-836-5493

Email: [alissa.torres@ocfl.net](mailto:alissa.torres@ocfl.net)

**Reports and Communications to FIRST:**

ATTN: Wendy Austin, Regional Coordinator  
717 Magnolia Creek Circle  
Orlando, Fl 32828  
Phone: 407-247-6776  
Email: [waustin@firstinspires.org](mailto:waustin@firstinspires.org)