



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-1505, **Version:** 1

Interoffice Memorandum

DATE: September 30, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Roseann Harrington, Chief of Staff

FROM: Dennis Holste, Economic Development Administrator

CONTACT: Lee Peters, Senior Monitoring and Evaluation Coordinator

PHONE: 407-836-5391

DIVISION: Innovation and Emerging Technologies Office

ACTION REQUESTED:

Approval and execution of Orange County, Florida and National Center for Simulation FY 2025 Grant Agreement and authorization to disburse \$20,600 to conduct outreach and STEAM club development, provide economic development opportunities and commit to develop the future workforce from local youth via hosting STEAM events and programs. (Innovation and Emerging Technologies Office)

PROJECT: National Center For Simulation FY 2025 Grant Agreement

PURPOSE: The County has determined that there is a public interest for such activities/programs in order to promote Science, Technology, Engineering, Arts and Mathematics (STEAM) careers in Central Florida through education programs, events, and other activities inspiring Orange County's community youth to pursue high wage career opportunities.

BUDGET: N/A

**ORANGE COUNTY, FLORIDA
AND
NATIONAL CENTER FOR SIMULATION
FY 2025 GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this 22 day of August, 2024, by and among ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and TRAINING AND SIMULATION TECHNOLOGY CONSORTIUM, INC., a Florida not for profit corporation dba NATIONAL CENTER FOR SIMULATION, hereinafter referred to as "NCS."

WITNESSETH:

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

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to promote Science, Technology, Engineering, Arts and Mathematics (STEAM) 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 NCS to conduct outreach and STEAM club development, provide economic development opportunities, and commit to develop the future workforce from local youth via hosting STEAM events and programs. To that end, the County has appropriated funds to be donated to NCS, through its direct support organization, NCS, for such purposes; and

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

WHEREAS, NCS has available the necessary qualified and trained personnel, facilities, Transportation, 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 Twenty Thousand Six Hundred and No/100 Dollars (\$20,600) to be administered and disbursed by NCS 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 of

\$20,600 to NCS shall be made in two (2) installments: (1) \$ 14,120 shall be paid within 30 days of the County's receipt of an invoice for same, and (2) the remaining \$ 6,480 shall be paid within 30 days of the County's satisfactory receipt of a final performance report of NCS's activities/programs/services and expenditure of budget as described in Exhibit "A." This final report, as described in Exhibit "B", shall demonstrate to the County the scope and reach of NCS 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 Technology on or before November 15, 2025. 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 NCS 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, NCS agree that they 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. NCS's Obligation.

2.1 Representation of NCS. NCS represents that it will use its best efforts to develop and promote STEAM careers and education opportunities in Central Florida. To the extent feasible, NCS shall partner with Orange County to develop and promote said careers and education opportunities.

2.2 NCS as Independent Contractor. The parties expressly acknowledge that NCS 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. NCS, 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. NCS 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. NCS, as applicable, 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 NCS to receive future contributions from the County.

2.5 Non-Profit Status. NCS agrees to maintain their non-profit status in the State of Florida throughout the term of this Agreement. If NCS should, during the term of this Agreement, lose their non-profit status, they 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, NCS, 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 NCS's books and accounts at any time during normal working hours, provided that reasonable notice is given to NCS prior to any such inspection. Any costs incurred by NCS as a result of a County audit shall be the sole responsibility of and shall be borne by NCS. In addition, should NCS provide any or all of the County's funds to sub-recipients, then, and in that event, NCS 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, NCS 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. NCS may not assign their 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. NCS 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, unless caused entirely by the negligent or intentional acts or omissions of County.

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 any 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.

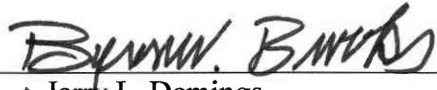
4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of 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: 
for Jerry L. Demings
Orange County Mayor

Date: 29 October 2024



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

By: 
for Deputy Clerk

Date: OCT 29 2024

**Training and Simulation Technology Consortium
Inc. dba National Center for Simulation**

By: Lindsey Spalding Digitally signed by Lindsey Spalding
Date: 2024.08.22 09:24:09 -0400 
Lindsey Spalding
Director of Workforce Development Programs

Date: 8/22/2024 8-22-24

EXHIBIT A

National Center for Simulation

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of Twenty Thousand Six Hundred and 00/100 Dollars (\$ 20,600) for FY25 will be used to support NCS's modeling, simulation, and training (MS&T) workforce development programs, which host over 2500 students and teachers from underrepresented communities annually. The facilitators consist of experienced, highly skilled program and event managers within K-14 and collegiate STEAM education. Beyond planning, hosting, raising complementary funding, and executing annual events for this scope of work, NCS commits to showing the County's STEAM Careers promotional videos at least once during each event, as well as working with County staff, as needed, to collaborate on how County staff can support the events/programs 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, NCS 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 the STEAM related student experiential learning events. Marketing efforts for the STEAM related student experiential learning events should especially target student participation from the following zip codes of Orange County, if a pre-collegiate program: 32709, 32808, 32805, 32839, 32811, 32818, 32810, 32801, 32822, and 32703. The report deliverables in Exhibit B of Impact Metrics shall be in a matrix comparison to all Orange County zip codes.

NCS Proposed Budget – Total: \$ 20,600

FY 25 Budget Categories	Amount	Notes on Types of Expenses for the Category
(K-14 Teacher Workshop) i.e. I/TSEC, Digital Twins in Future Careers	\$10,000	Teacher training materials, and classroom supplies for specialized projects. High impact for reaching more students.
STEAM Competition Participation: i.e. ecybermission and the Space App Challenge	\$ 4,000	Transportation, program supplies, parking services
K-14 STEAM Camps i.e. GEMS, Florida Virtual School Camps, High School and technical school camps	\$ 6,600	Transportation, Part-time support, student participation fees/scholarship, supplies

Additional Sponsorship scope Expectations/Deliverables:

NCS offers engaging learning experiences for early learners starting in 4th grade participating in our DoD STARBASE program through young adults entering the workforce as interns or new hires with the NCS M&S certification and the teachers who facilitate STEAM education in their programs. All programs facilitate participants in the practice of applied skills, such as critical thinking, science, technology, engineering, art and math (STEAM) in a collaborative ecosySTEAM of teaching and learning. In all programs, participants are introduced to industry-level software used for 2D digital, 3D modeling, animation, 3D printing, and programming to develop necessary skills needed for the MS&T STEAM workforce. An example of a STEAM project for teachers and students to participate to gain access to MS&T STEAM workforce

content, process skills and application practice is designing a “A Digital twin of their Future Self”. This project includes using industry-level 3D- scanning and modeling tools, animation and digital art software. Once participants have completed the initial brainstorm and design phase, they will create a digital and physical prototype of themselves in their workforce of the future including a marketing video to share within their community. Participants will be invited to a community showcase at their local community center to share their digital twins and why their choices for the future are important for community success with community.

NCS will engage with underserved communities and addresses workforce development through the lens of modeling, simulation, and training which is a holistic approach to teaching and learning with heavy emphasis on applied practice of collaborative science, technology, engineering, art, and math. Throughout the school year the NCS MS&T workforce development lab hosts 4th and 5th grade students and their teachers to participate in the DoD STARBASE Central Florida program which is a 25-hour immersive curriculum designed to give underrepresented students and teachers applied STEAM practice with industry tools based on national STEAM standards. We encourage teachers and students to build a portfolio with us and continue to participate in one of our many summer programs that give teachers, middle, high school and college students an opportunity to continue their STEAM practice with industry tools in 20 to 25 hour applied summer programs. As students and teachers grow with NCS programs they have the opportunity to earn a workforce accredited M&S certification which impacts students through increased opportunities for scholarships, internships, apprenticeships, and careers.

This program is a scale up initiative to specifically engage with underserved Orange County communities who are geographically located within driving distance to NCS and have not been introduced to the world on MS&T.

Expected Outcome: Increased MS&T STEAM Education and Workforce Engagement with underserved Orange County teachers, students, and Orange County families.

Strategy:

1. Get 4th and 5th grade students on the DoD STARBASE Central Florida Calendar for 2024-2025 school year
2. Register 60 middle school students for GEMS Summer camp 2025 (no cost to families)
3. Follow up with high schools to make sure they have senior students who applied for our NCS STEAM scholarship.
4. Hire four high school students from chosen schools as near peers for GEMS summer camp and two educators for an externship with GEMS STEAM educators
5. Host 6 K-14 educators in June to introduce them to the M&S certification and why it is important to earn and implement in their schools. Teachers will have the opportunity to take the certification exam over the summer.
6. EA SPORTS – Arts – Video game development with Elementary School students with High School students as mentors
7. **Sustain relationships moving forward to increase engagement annually.**

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, NCS 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 NCS
Draft	August 30	
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 STEAM career opportunities:

SECTION A: Major Event/Program Information

- A 1 – 2 paragraph summary describing the events, including themes, locations, on-going programmatic elements and offerings, new services/offerings, etc.
- A list of STEAM 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 STEAM 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 teams at this competition

SECTION B: Impact Metrics

- *Impact Metrics of Actual Event, by zip codes*
 - 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
 - Count/Percentage of Orange County student/resident participants new to the event this year
 - 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
- *Impact Metrics of Program (Outside of Event), by zip codes*
 - 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
 - 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
- *Additional Metrics, by zip codes*
 - 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 STEAM-career based Orange County residents who mentor, coach, and/or volunteer with helping this event or any aspect of preparing for the event
 - Count/Percentage of former NCS participants engaged with any aspect of the event, including preparation of teams prior to the event, sitting on its Boards, etc.
 - Count/Percentage of female mentors, coaches, and/or volunteers
 - Count/Percentage of Black mentors, coaches, and/or volunteers
 - Count/Percentage of Hispanic mentors, coaches, and/or volunteers
 - Count/Percentage of Asian American mentors, coaches, and/or volunteers
 - Count/Percentage of Multiracial mentors, coaches, and/or volunteers

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

Reports and Communications to NCS:

National Center for Simulation, ,
 ATTN: Lindsey Spalding, Director of STEM Programs
 3039 Technology Parkway
 Orlando, FL 32826
 Phone: 407-739-6597