



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801-1393

Legislation Text

File #: 26-0133, **Version:** 1

Interoffice Memorandum

DATE: January 6, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Alissa Barber Torres, Phd, FAICP, CLTD, Chief Innovation and Emerging Technologies Officer

CONTACT: Jessica Kinkle, Administrative Assistant

PHONE: 407-836-7366

DIVISION: Office of Innovation and Emerging Technologies

ACTION REQUESTED:

Approval and execution of Orange County, Florida and The School Board of Orange County, Florida FY 2026 Grant Agreement and authorization to disburse \$55,697. (Office of Innovation and Emerging Technologies)

PROJECT: N/A

PURPOSE: 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. Funding will be used to support Orange County Public Schools (OCPS) STEM experiential learning experiences for students. These events will include, but are not limited to, Aviation/Aerospace, Cyber Security, Artificial Intelligence, OCPS Robotic Teams Competition/Events, and SkillsUSA to provide support for Orange County students in STEM-related competitions.

BUDGET: \$55,697

**ORANGE COUNTY, FLORIDA
AND
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA
FY 2026 GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this 1 day of October, 2025, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County," and THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, hereinafter referred to as "OCPS".

WITNESSETH:

WHEREAS, OCPS has applied to the County for a donation of funds for the operations of OCPS; 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 OCPS to conduct outreach and STEM club development, to provide economic development opportunities, and 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 OCPS for such purposes; and

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

WHEREAS, OCPS 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 Fifty-Five Thousand Six Hundred Ninety-Seven and No/100 Dollars (\$55,697) to be administered and disbursed by OCPS solely for the purposes set forth in Exhibit "A". The County's contribution of up to \$55,697 to OCPS shall be made in installments: (1) up to \$38,697 shall be paid within 30 days of the County's receipt of an invoice based on percentage completion of tasks, and (2) the remaining balance shall be paid within 30 days of the County's satisfactory receipt of a final performance report of OCPS' 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, OCPS agree that they 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. OCPS's Obligation.

2.1 Representation of OCPS. OCPS 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, OCPS shall partner with Orange County to develop and promote said careers and education opportunities.

2.2 OCPS as Independent Contractor. The parties expressly acknowledge that OCPS 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. OCPS, in performing its obligations under this Agreement, shall abide by Orange County's information technology policy, artificial intelligence policy, and whistleblower policy. OCPS 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. OCPS 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. OCPS 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 OCPS 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 the OCPS to receive future contributions from the County.

2.6 Right to Inspect and Audit Accounts. During the term of this Agreement, OCPS, 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 OCPS’s books and accounts at any time during normal working hours, provided that reasonable notice is given to OCPS prior to any such inspection. Any costs incurred by OCPS as a result of a County audit shall be the sole responsibility of and shall be borne by OCPS. In addition, should OCPS provide any or all of the County’s funds to sub-recipients, then, and in that event, OCPS 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, OCPS 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. OCPS 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 Liability. Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of their respective officers, employees, servants, and agents thereof while acting within the scope of their employment. Students and/or Interns are not officers, employees, servants, or agents of either OCPS or the County and are not covered by either Party for liability or insurance purposes.

2.10 No Waiver of Sovereign Immunity. The County and OCPS further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the County or OCPS or their respective officers, employees, servants, agents and agencies to be sued; and (3) a waiver of sovereign immunity by the County or OCPS beyond the limited waiver provided in section 768.28, Florida Statutes.

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*
for Name: Jerry L. Demings
Title: Orange County Mayor

Attest *Jennifer Ann-Kline*
for Phil Diamond, CPA, County Comptroller As Clerk of the
Board of County Commissioners

Date: January 27, 2026

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida.

Teresa Jacobs
TERESA JACOBS, Chair
Date: *12/17/25*

ATTEST:

Maria F. Vazquez
MARIA F. VAZQUEZ, Ed.D., Superintendent
Date: Jan. 6, 2026

Approved as to form and legality by the Office of Legal Services to the Orange County School Board on: 11-19-25 Signature: *V. Cocotas*
Print Name: VIVIAN COCOTAS

EXHIBIT A

Orange County Public Schools – STEM and Teacher Support Focus

ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding not to exceed Fifty-Five Thousand Six Hundred Ninety-Seven and 00/100 Dollars (\$55,697) for FY26 will be used to support OCPS STEM experiential learning experiences for students. These events will include, but not limited to, Aviation/Aerospace, Cyber Security, Artificial Intelligence, OCPS Robotic Teams Competition/Event, and SkillsUSA to provide support for Orange County students in STEM-related competitions. Funds under this contract will not be used for food and drink at events.

OCPS Proposed Budget – Total: \$55,697

FY 26 Budget Categories	Amount	Allowable Expenses
Task #1 - Aviation/Aerospace	\$10,000.00	Event Logistics (equipment, supplies, transportation, and marketing)
Task #2 - Artificial Intelligence	\$5,000.00	Event Logistics (equipment, supplies, transportation, and marketing)
Task #3 - SkillsUSA	\$10,000.00	Event Logistics (equipment, supplies, transportation, and marketing)
Task #4 - Cyber Security	\$10,000.00	Event Logistics (equipment, supplies, transportation, and marketing).
Task #5 - STEM for Fragile Populations	\$5,000.00	STEM related transportation, experiences, materials, and professional development for Silver Pines Academy.
Task #6 - Robotics Team Support	\$5,697.00	Equipment and transportation.
Task #7 - Teacher Professional Development	\$10,000.00	Facility rental and teacher recognitions.
Total	\$ 55,697.00	

Task #1 - Aviation/Aerospace: OCPS students and teachers will work with UCF's Mixed Emerging Technology Integration Lab at UCF's Institute of Simulation and Training to learn about careers and opportunities that exist in the Aviation/Aerospace industries. This will be a one-day competition at UCF.

Task #2 – Artificial Intelligence: OCPS students will participate in a STEM event to utilize AI to re-imagine the SMART Grid that goes down from a natural disaster (hurricane). This will be done in partnership with the University of Florida.

Task #3 – SkillsUSA: OCPS students will participate in competitions in the areas of Smart Home Technologies, Computer Programming, Commercial UAS Drones, Cyber Security, Electronics Technology, Information Technologies, Internetworking, Mechatronics, and Mobile Robotics Technology.

Task #4 - Cyber Security: OCPS students and teachers will participate in a Cyber event with industry that will either be with UCF or Cyber Florida.

Task #5 - STEM for Fragile Populations: OCPS students and teachers at Silver Pines Academy (SPA) will participate in STEM programming. SPA is the behavior center for Orange County Public Schools, serving fragile and at-risk students from all over Orange County.

Task #6 - Robotics Team Support: OCPS staff will continue to support Orange County students who participate in team robotic competitions.

Task #7 - Teacher Professional Development: OCPS will continue to support teacher STEM-related learning to provide greater impact to students throughout Orange County.

Additional Sponsorship Expectations

1. OCPS commits to showing the County's STEM Careers promotional videos at least once during events.
2. If appropriate and available, County staff should be invited to present the video and/or speak at major events.
3. OCPS will hold one or more one day STEM events at the Orange County Innovation Center, if logistically feasible.
4. OCPS 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. OCPS 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 OCPS
Final Report and Invoice	November 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
- 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 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 OCPS 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

Impact Metrics of Professional Development

- Description of each event, including Orange County area or school in which they were held
- Total number of participants
- Total number of Orange County teacher participants
- Percentage of Orange County teacher participants new to the event this year
- Number of OCPS staff who mentor, coach, and/or volunteer at the event or any aspect of preparing for the event

Impact Metrics of Competition Team Support

- 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
- 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 OCPS participants engaged with any aspect of the event, including preparation of teams prior to the event
- A non-identifiable count by zip code of all registered precollegiate participants in Orange County and nearby FL areas

1) Within 30 days of release, OCPS 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, Notice and Communications to OCPS:

Orange County Public Schools

ATTN: Michael Martucci, Assistant Principal, Orange County Public Schools

Silver Pines Academy

1906 Matterhorn Drive

Orlando, FL 32818

Phone: 407-635-2634 ext. 6442236

With copies to:

John C. Palmerini, Esq., General Counsel

445 West Amelia St.

Orlando, Florida 32801