

**CONTRACTOR AGREEMENT  
NO. YTH-ENG & EXP-  
VAL2024 BETWEEN  
CAREERSOURCE CENTRAL FLORIDA  
390 North Orange Ave. Suite 700, Orlando, Florida 32801  
AND  
THE DISTRICT BOARD OF TRUSTEES OF VALENCIA  
COLLEGE  
P.O. Box 3028 Orlando Florida 32802-3028**

Central Florida Regional Workforce Development Board, Inc., hereinafter referred to as "CareerSource Central Florida," desires to enter into this Contractor Agreement (Agreement") with The District Board of Trustees of Valencia College (contractor). In consideration of the mutual covenant and agreement expressed herein, CareerSource Central Florida and Contractor hereby agree as follows.

**1. TERM**

The term of this Agreement shall commence on April 15, 2024, and shall end on August 23, 2024, subject to the provisions outlined in this Agreement. However, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits and reporting as applicable.

CareerSource Central Florida reserves the right to negotiate for continued services with Contractor for an additional three years, renewable on an annual basis depending upon Contractor's performance and funding availability at the sole and absolute discretion of CareerSource Central Florida. Each year CareerSource Central Florida will evaluate the effectiveness of Contractor's performance and determine if the Agreement should be continued.

**2. RESPONSIBILITIES OF CONTRACTOR AND PAYMENT TERMS.**

This Agreement is made and entered into by and between CareerSource Central Florida and The District Board of Trustees of Valencia College for the provision of services, in accordance with **Attachment A - Statement of Work, Attachment B - Payment Terms, and Attachment C – Contractor Provisions, Certifications and Assurances** and attached hereto and made a part hereof in the terms of this Agreement.

Contractor shall return to CareerSource Central Florida any funds paid to Contractor, which have been disallowed pursuant to the terms of this Agreement.

The individuals listed below are of legal authority to sign and execute this Contractor Agreement Between CareerSource Central Florida and The District Board of Trustees of Valencia College (contractor). Additionally, these individuals confirm that both parties agree to comply with all terms and provisions of this Agreement, including those outlined in the attachments.

**3. BUDGET/COST EXPECTATIONS:**

<b>2024 Engage-Public Safety Sciences</b>	
Per Youth Cost	\$1,667
Fixed Cost Per Class*	\$35,007
Number of Classes to be Offered	2
Class Length	3 days a week for 4 weeks
Total Maximum Participants Allowed in Program	42
<b>TOTAL COST</b>	<b>\$70,014</b>
<b>*Cost per class is a flat rate.</b>	

<b>2024 Engage-Logistics &amp; Manufacturing</b>	
Per Youth Cost	\$1,750
Fixed Cost Per Class*	\$31,500
Number of Classes to be Offered	1
Class Length	4 days a week for 4 weeks
Total Maximum Participants Allowed in Program	18
<b>TOTAL COST</b>	<b>\$31,500</b>
<b>*Cost per class is a flat rate.</b>	

<b>2024 Engage-IT</b>	
Per Youth Cost	\$1,750
Fixed Cost Per Class*	\$35,000
Number of Classes to be Offered	1
Class Length	4 days a week for 4 weeks
Total Maximum Participants Allowed in Program	20
<b>TOTAL COST</b>	<b>\$35,000</b>
<b>*Cost per class is a flat rate.</b>	

<b>2024 Engage-Healthcare</b>	
Per Youth Cost	\$1,750
Fixed Cost Per Class*	\$35,000
Number of Classes to be Offered	2
Class Length	3 days a week for 4 weeks
Total Maximum Participants Allowed in Program	40
<b>TOTAL COST</b>	<b>\$70,000</b>
<b>*Cost per class is a flat rate.</b>	

<b>2024 Explore</b>	
Per Youth Cost	\$1,500
Fixed Cost Per Class*	\$25,500
Number of Classes to be Offered	9
Class Length	3 days a week for 4 weeks
Total Maximum Participants Allowed in Program	153
<b>TOTAL COST</b>	<b>\$229,500</b>
*Cost per class is a flat rate.	

**TOTAL CONTRACT COST - \$436,014.00**

Approved by:

CareerSource Central Florida

Electronically Signed 2024-05-22 00:39:14 UTC - 67.8.59.64  
 Tadar Muhammad  
 Nintex AssureSign® 50d9aa094-0948-4e80-855f-01770121b4f1

\_\_\_\_\_  
 Tadar Muhammad  
 Name  
 \_\_\_\_\_  
 Chief Operating Officer  
 Title  
 \_\_\_\_\_  
 05/21/2024  
 Date

Approved by:

The District Board of Trustees of Valencia College

DocuSigned by:  
  
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\_\_\_\_\_  
 Oscar Cristancho Mercado  
 Name  
 \_\_\_\_\_  
 Chief Financial Officer  
 Title  
 \_\_\_\_\_  
 5/7/2024  
 Date

**ATTACHMENT- A**

**STATEMENT OF WORK –**  
**EXPLORE & ENGAGE**

**Services to be provided by the Contractor include the following:**

- EXPLORE - Serve up to 153 participating school enrolled youth, between the ages of 14 and 15.
- ENGAGE - Serve up to 120 participating school enrolled youth, between the ages of 15 and 16.
  
- Support recruitment and outreach effort to connect eligible students to the program through the use of a referral code in the electronic application.
  
- EXPLORE - Provide participants with several opportunities to explore a minimum of four career clusters or industries as well as introduce post-secondary learning opportunities in the following areas:
  - Science/Technology (i.e., simulation/digital media, chemistry/forensics, space/aviation, robotics, IT/programming, etc.
  - Hospitality/Tourism (culinary and non-culinary focused)
  - Healthcare
  - Advanced Manufacturing
  - Logistics
  - Business/Management
  
- ENGAGE – Provide participants comprehensive immersion into the following industry sectors:
  - Healthcare Navigator - Participants will gain a foundational understanding of medical terminology and engage in hands-on skill-building activities within the healthcare industry. Throughout the program, participants can earn nationally recognized certifications, including PersonAbility from the National Health Association (NHA) and Basic Life Support (BLS) Heart from the American Association.
  - IT Coding and Programming - Participants will explore the intricacies of programming to understand the process of writing, debugging, and maintaining code effectively. Throughout the program, participants will have the opportunity to create their websites, learn the initial steps to developing video games, and explore customization of online content using various coding languages. Upon completion, students can earn the HTML & CSS Coding Specialist (HCCS) certification from Knowledge Pillars, a valuable credential in the field.
  - Logistics and Manufacturing - Participants will delve into the planning, management, and transportation of people, materials, and products across different modes of transportation including road, air, rail, pipeline, and water. Additionally, participants will engage in hands-on exploratory sessions within various manufacturing careers such as Welding, Machining, Industrial Automation, and Circuit Board Soldering. Upon completion, participants will have the opportunity to earn the Certified Logistics Associate certification (CLA) through the

Manufacturing Standards Skill Council (MSSC).

- Public Safety Sciences - Participants will explore opportunities in paralegal, corrections operations, law enforcement services, firefighter career paths, event safety planning, basic forensics, and career-related mental health issues. This program will also offer the opportunity to complete the Florida Alliance to End Human Trafficking certification and the National Customer Service Certification Certified Customer Service Professional CCSP.
- Provide financial aid information and financial literacy education that includes activities to increase participants' understanding of ways to pay for education or training, encourage savings, establish a living budget, and limit debt.
- Provide campus tours to participants to explore various departments available and services offered, such as student activities and governments, career centers, and student success services.
- Engage faculty, staff, alumni, and/or other community stakeholders who will:
  - Provide leadership, life skills, and team-building activities to participants.
  - Deliver activities that allow participants to practice engaging and communicating with individuals representing different cultures and perspectives.
  - Connect participants to industry and business leaders through business tours, presentations, and guest speakers.
- Provide ample, skilled, trained staff to deliver the outlined content, at a safe, ADA-compliant facility for the entirety of the outlined program.

- The following details outline the locations/dates/times of the program:
  - **Engage - Public Safety Sciences**
    - The location(s) determined adequate for this program is:
    - Address: 8600 Valencia College Ln, Orlando FL 32825 – School of Public Safety
    - The program dates are: Group A – 6/4-6/27/2024 - Group B – 7/9-8/1/2024
    - The program times are as follows: 9:00am – 3:45pm – Tuesday – Thursday
  - **Engage – Logistics and Manufacturing**
    - The location(s) determined adequate for this program is:
    - Address: Heart of Florida United Way Valencia – 3437 WD Judge Dr, Orlando FL 32808
    - The program dates are: 6/3-6/27/2024
    - The program times are as follows: 9:00am – 2:00pm – Monday – Thursday
  - **Engage - IT**

The location(s) determined adequate for this program is:

    - Address: 8600 Valencia College Ln, Orlando FL 32825 – School of Public Safety
    - The program dates are: 6/3-6/27/2024
    - The program times are as follows: 1:00pm – 6:00pm – Monday – Thursday
  - **Engage - Healthcare**

The location(s) determined adequate for this program is:

    - Address: Group A - 8600 Valencia College Ln, Orlando FL 32825 – School of Public Safety – Group B - Osceola Campus – 1800 Denn John Lane, Kissimmee, FL 34744
    - The program dates are: Group A – 6/4-6/27/2024 - Group B – 7/9-8/1/2024
    - The program times are as follows: 9:00am – 3:45pm – Tuesday – Thursday
  - **Explore**

The location(s) determined adequate for this program is:

    - Address: Group A - (1) 1800 Denn John Lane, Kissimmee, FL 34744 – Osceola Campus – (1) 8600 Valencia College Ln, Orlando FL 32825 – School of Public Safety – (2) 1800 South Kirkman Road, Orlando, FL 32811 – West Campus
    - Address: Group B - (2) 1800 Denn John Lane, Kissimmee, FL 34744 – Osceola Campus – (1) 8600 Valencia College Ln, Orlando FL 32825 – School of Public Safety – (2) 1800 South Kirkman Road, Orlando, FL 32811 – West Campus
    - The program dates are: Group A – 6/4-6/27/2024 Group B – 7/9-8/1/2024
    - The program times are as follows: 9:00am – 3:45pm – Tuesday – Thursday
- An itinerary must be provided to the CSCF Coordinator providing information on any tours and/or off-main site trips with student participants no later than May 1, 2024.
- Collaborate with CSCF to include financial literacy and work readiness curriculum and assessments into the programs that will be provided by CSCF during a required training.
- Complete CSCF’s Weekly Performance Survey, which rates performance and tracks attendance of each student and submit this to the designated CSCF Career Consultant and

within Career Edge, CSCF's case management software, on a weekly basis. **NOTE: A link containing the Weekly Performance Survey will be provided prior to start of the program, with mandatory training provided by CSCF.**

- **Entry of CSCF's Weekly Performance Survey into Career Edge is due on Friday's at 12PM**
- Ensure all participants complete CSCF's Student Survey during the last week of the courses to assess the success of the program and their experience. **CSCF will provide a link to the survey and expects a 90% completion rate.**
- Participate in all planning and updating meetings as required by CSCF staff. Provide program and student-related upon request.
- Ensure participants and participating families are provided up-to-date and clear information about the program and schedule, communicate any issues or challenges – major and minor – immediately to CSCF Coordinating to ensure a smooth experience for participants.
- Provide mutual marketing and public relations support for the Summer Youth program in coordination and with approval from CSCF Strategic Communications Team. This includes:
  - Placing CareerSource Central Florida's logo or name on partner's website with a link to the Summer Youth Program landing page: (<https://www.careersourcecentralflorida.com/career-seekers/young-adults/summer-youth-program/>)
  - Mentioning CareerSource Central Florida by name in any partner outreach/promotional efforts for Summer Youth Program and must use this link: <https://www.careersourcecentralflorida.com/career-seekers/young-adults/summer-youth-program/>
  - Reviewing all Summer Youth Program materials not developed by CareerSource Central Florida with CSCF staff and obtaining approval to post/share prior to releasing.

- Posting at least 4 social media cross-promotions any time during program's season, from applicant enrollment to program close (January through early August) on any of the following social media channels:
  - Facebook - @CareerSourceCF, <https://www.facebook.com/CareerSourceCF>;
  - LinkedIn - @CareerSource Central Florida, <https://www.linkedin.com/company/CareerSourceCF>;
  - Instagram - @CareerSourceCFL, <https://www.instagram.com/careersourcecfl/>
  
- Close out Report to be provided with final invoice which includes the following information:
  - Summary table of attendance/performance data for all participants (data may be pulled from CareerEdge).
  - Brief summary of what parts of the program were successful as well as any challenges and/or change recommendations for future efforts.
  - Anecdotes and/or success stories from individual participants derived from the program.
  - Data on any enrollments or documented interest in becoming students of the Contractor's institution.
  - Recommendations for how CSCF can partner with the Contractor on future Summer Youth Program offerings and/or other career exploration partnership opportunities outside of the SYP.
  - Copies of any presentation decks created by participants.



**Services to be provided by CareerSource Central Florida (CSCF) include the following:**

- Provide administrative oversight and case management services to recruit and enroll up to 273 participants in the program, with support from contractor.
- Implement aggressive marketing and public relations campaigns before, during, and after the program to continuously showcase the success of the program to attract and retain participants, their families, community stakeholders, and funding partners.
- Provide a list of participants assigned to each offering and/or specific terms/cohorts on or about May 3, 2024. CSCF will be responsible for managing a wait list, ensuring near maximum capacity for each offering.
- Provide oversight of student success on a weekly performance tracker basis while ensuring student participants are compensated for their weekly performance based on established milestone points. CSCF will issue stipends on a weekly basis for four weeks for a total of up to \$1,200.
- Provide contractor staff training on the use of the Career Edge or other case management processes necessary to document participant's engagement with the program.
- Render payment of total program costs, as outlined in **ATTACHMENT B – PAYMENT TERMS**.

**\*\*End of ATTACHMENT A – STATEMENT OF WORK\*\***

**ATTACHMENT - B****PAYMENT TERMS**

Contractor shall invoice CSCF, in accordance with PAYMENT TERMS outlined within this Attachment. Per this Agreement, total costs for Contractor's participation in CSCF's 2024 Summer Youth Program will not exceed **\$436,014**. Business-related travel expenditures, including mileage, hotel accommodations, food, and beverages are not reimbursable under this Contract, regardless of purpose.

CSCF will render payment of the Contractor's total Cost per Class for the programs outlined in **ATTACHMENT A – STATEMENT OF WORK**. Contractor shall submit invoices to facilitate payments in accordance with the schedule outlined below. Invoices shall be submitted electronically to [accountspayable@careersourcecf.com](mailto:accountspayable@careersourcecf.com), [JDiaz@careersourcecf.com](mailto:JDiaz@careersourcecf.com). Payment shall be payable by CSCF to Contractor within 30 days of invoice receipt.

Payments will be split into two increments as follows:

<b>Deliverables and Terms</b>	<b>Payment Due from CSCF</b>
50% at the start of the 2024 Summer Youth Program. Invoice will be due from Contractor by <b>June 1, 2024</b> .	<b>\$218,007</b>
50% at the completion of the 2024 Summer Youth Program. Invoice will be due from Contractor by <b>August 20, 2024</b> .	<b>\$218,007</b>
<b>TOTAL PAYMENTS TO CONTRACTOR</b>	<b>\$436,014</b>

**NOTE:** Neither CareerSource Central Florida or Contractor shall be held liable for any delay or failure to perform under this Agreement, resulting directly or indirectly from acts of God, pandemics, or circumstances beyond each party's reasonable control.

**\*\*End of ATTACHMENT B – PAYMENT TERMS\*\***

**ATTACHMENT - C**

**CONTRACTOR PROVISIONS,**  
**CERTIFICATIONS, AND ASSURANCES**

**\*In the event there is a discrepancy between Contractor/Vendor and CareerSource Central Florida's terms and conditions, this document shall prevail.**

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

**I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
 PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).**

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

**II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)**

Contractor certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contractor shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

### III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37)

Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

### IV. ACCESS TO RECORDS; PUBLIC RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

Public Records. To the extent required by Section 119.0701 of the Florida Statutes, the Contractor shall: (i) Keep and maintain public records required by CareerSource Central Florida to perform the Services under this Agreement. (ii) Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law. (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to CareerSource Central Florida. (iv) Upon completion of the Agreement, transfer, at no cost to CareerSource Central Florida, all public records in possession of the Contractor or keep and maintain public records required by CareerSource Central Florida to perform the service. If the Contractor transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with the information technology systems of CareerSource Central Florida.

**If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this agreement, contact CareerSource Central Florida's Custodian of Public Records at Public Records Custodian 390 N. Orange Avenue, Suite 700 Orlando, FL 32801, NBlanco@careersourcecf.com.**

### V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### VI. PROVISION AGAINST ASSIGNMENT

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under

these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board of CareerSource Central Florida (the "Board"). Approval does not relieve Contractor from this modified agreement.

#### **VII. DAVIS-BACON ACT**

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

#### **VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS**

Contractor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

#### **IX. AMERICANS WITH DISABILITIES ACT**

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

#### **X. EXECUTIVE ORDER 11246**

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor and Subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/Subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

#### **XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT**

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

#### **XII. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT**

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

#### **XIII. ENERGY EFFICIENCY**

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

#### **XIV. ENVIRONMENTAL STANDARDS**

Contractor will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;

- d. Evaluation of flood plains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.)
- f. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

## **XV. INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

## **XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

## **XVII. MODIFICATIONS**

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

## **XVIII. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
  - a. Contractor fails to provide any of the services it has contracted to provide; or
  - b. Contractor fails to comply with the provisions of this modified agreement; or
  - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CareerSource Central Florida, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Contractors/sub-grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

## **XIX. COMPLIANCE WITH TANF**

Contractor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260- 265, and other applicable federal regulations and policies promulgated there under.

**XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

**XXI. PUBLIC ENTITY CRIMES**

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**XXII. THE PRO-CHILDREN ACT**

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall prohibit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

**XXIII. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource Central Florida. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

Employees of Contractor, and agents and contractors of Contractor, granted access to CareerSource Central Florida's workforce information systems, including systems containing confidential information, must complete **Attachment D** to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form shall be retained by CareerSource Central Florida.

**XXIV. PROCUREMENT OF RECOVERED MATERIALS**

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

**XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.



**XXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

**XXVII. PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY & IMPROVING FREE INQUIRY, TRANSPARENCY AND ACCOUNTABILITY AT COLLEGES AND UNIVERSITIES**

Contractor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

**XXVIII. E-VERIFY**

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E- [Verify.gov](#)), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**XXIX. VENUE, GOVERNING LAW**

This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Orange County, Florida.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above:

Oscar Cristancho Mercado

Printed Name and Title of Authorized Representative

DocuSigned by:

*Oscar Cristancho Mercado*

Signature of Authorized Representative

Valencia College

Organization/Business Name

5/7/2024

Date

**\*\*End of ATTACHMENT C – Contractor Provisions,  
Certifications, and Assurances\*\***