

**AMENDMENT #1  
CONTRACT Y23-1072  
CORRECTIONS ACADEMY TRAINING**

Effective Date: December 1, 2023

By mutual consent, the subject contract is changed as follows. ADDITIONS are indicated with an underline and DELETIONS are indicated with a ~~striketrough~~.

This contract is changed as follows:

**ARTICLE 2            SCHEDULE**

The CONTRACTOR shall commence services on December 1, 2023, and complete all services by ~~December 31, 2024~~ December 31, 2026.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

**This contract maybe renewed for two (2) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.**

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

**ARTICLE 3            PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed ~~one hundred nine thousand five hundred Dollars (\$109,500)~~ three hundred twenty-eight thousand five hundred Dollars (\$328,500). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.
  
- D. All payments shall be made to: Valencia College, 8600 Valencia College Ln., Orlando, FL 32825-3345

All other terms, prices and conditions remain unchanged.

**VALENCIA COLLEGE**

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

DocuSigned by:  
  
ABFC6FE7C482414...  
 Signature

  
 Signature

Oscar Cristancho Mercado  
 \_\_\_\_\_  
 Printed/Typed Name

Carrie Mathes, Manager  
 Zulay Millan, Assistant Manager  
 \_\_\_\_\_  
 Printed/Typed Name

Chief Financial Officer  
 \_\_\_\_\_  
 Title

Procurement Division  
 \_\_\_\_\_  
 Division

2/18/2024  
 \_\_\_\_\_  
 Date

2.29.2024  
 \_\_\_\_\_  
 Date

## CONTRACT # Y23-1072

This Contract is made as of the 29th day of November, 2023 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and The District Board of Trustees of Valencia College, Florida, a political subdivision of the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 59-1216316.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

### **ARTICLE 1**            **SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of correctional officer training services, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Tanesha Blackmon, telephone no. (407) 836-8680.

### **ARTICLE 2**            **SCHEDULE**

The CONTRACTOR shall commence services on December 1, 2023, and complete all services by November 30, 2024.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

**This contract maybe renewed for two (2) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.**

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

### **ARTICLE 3**            **PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed one hundred nine thousand five hundred Dollars (\$109,500). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

D. All payments shall be made to: Valencia College, 8600 Valencia College Ln., Orlando, FL 32825-3345

#### **ARTICLE 4            REQUIREMENTS CONTRACT**

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

#### **ARTICLE 5            INSURANCE REQUIREMENTS**

The COUNTY hereby acknowledges that CONTRACTOR is a political subdivision of the State of Florida. CONTRACTOR hereby warrants and represents that it participates in the Florida Community College Risk Management Consortium, with headquarters in Gainesville, Florida, for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of the employment by CONTRACTOR. Its self-insured fund and various policies are authorized and stated in Florida Statutes, Section 1001.64(27) and Section 768.28. CONTRACTOR agrees to maintain its participation in the Florida Community College Risk Management Consortium for the duration of this contract. Without waiving its sovereign immunity, and if and to the extent allowed by law, CONTRACTOR, as a political subdivision of the State of Florida, agrees to indemnify and hold COUNTY harmless from and against liabilities, claims, losses and expenses, including reasonable attorneys' fees, which arise out of and/or result solely from its own wrongful acts or negligence pursuant to the statutory limits of Section 768.28, Florida Statutes.

COUNTY agrees that nothing contained herein shall be construed or interpreted as: (i) denying to either party and remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the State of Florida or CONTRACTOR to be sued; or (iii) a waiver of sovereign immunity of the State of Florida and CONTRACTOR beyond the waiver provided in Section 768.28, Florida Statutes.

#### **ARTICLE 6            INDEMNIFICATION**

..If and to the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or

indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

**ARTICLE 7            FEDERAL AND STATE TAX**

Both parties are exempt from payment of Florida State Sales and Use Taxes. The parties will sign an exemption certificate submitted by the CONTRACTOR.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

**ARTICLE 8            AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

**ARTICLE 9            CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

**ARTICLE 10           TERMINATION**

**A.        Termination for Default:**

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1.        Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards.
2.        Deliver the supplies or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger the performance of this contract.
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

#### **B. Termination for Convenience**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

## **ARTICLE 11            FORCE MAJEURE**

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within **twenty-four (24) hours** after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding **five (5) calendar days** from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

## **ARTICLE 12            PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

## **ARTICLE 13            TRUTH IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth- in- negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non- current

wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

**ARTICLE 14            ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 15            DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by law or a lawful order.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 16            INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

**ARTICLE 17            CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.



**ARTICLE 18            ACCESS AND AUDITS**

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

**ARTICLE 19            EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A.     The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B.     The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C.     The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

**ARTICLE 20            DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.**

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**ARTICLE 21            FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.**

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

**ARTICLE 22            SCRUTINIZED COMPANIES**

- A.     By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.

- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
  2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
  2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

## **ARTICLE 23            MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY’S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR’S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY’S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

## **ARTICLE 24            CONTRACT CLAIMS**

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor’s/Contractor’s written request for a final decision. The Procurement Manager’s decision shall be final and conclusive.

**The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.**

## **ARTICLE 25            TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

## **ARTICLE 26            VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under the contract.**

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

**ARTICLE 27            LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and county ordinances, and the rules and regulations, as may be respectively applicable to each party, of all authorities having jurisdiction over any part of the project, as may be amended from time to time, shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written.

**ARTICLE 28            PRICE ESCALATION/DE-ESCALATION (CPI)**

The County may allow a price escalation provision within this award. The original contract prices shall be firm for a 1-year period. A price escalation/de-escalation will be considered at annual intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov).

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

**CPI-U Calculation Example:**

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

**ARTICLE 30                    CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER- TERM CONTRACTS**

It is hereby made a part of this contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

**ARTICLE 31                    ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys’ fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

**ARTICLE 32                    JURY WAIVER**

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

**ARTICLE 33                    GOVERNING LAW AND VENUE**

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, if a federal court is a court of competent jurisdiction, venue for those applicable actions will be in the Orlando Division of the U.S. Middle District of Florida.

**ARTICLE 34                    NO REPRESENTATIONS**

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

**ARTICLE 35                    AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

**ARTICLE 36            SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 37            SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

**ARTICLE 38            REMEDIES**

This Contract shall be governed by the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 39            ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 40            NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Orange County Government  
Attn: Procurement Division 2<sup>nd</sup> Floor  
400 E. South Street  
Orlando, FL 32801

and if sent to the CONTRACTOR shall be mailed to:

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**IN WITNESS WHEREOF**, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

Valencia College

\_\_\_\_\_  
Company Name

DocuSigned by:

*Oscar Cristancho Mercado*

ABFC6FE7C482414...  
\_\_\_\_\_  
Signature

Oscar Cristancho Mercado

\_\_\_\_\_  
Typed Name

Chief Financial Officer

\_\_\_\_\_  
Title

11/27/2023

\_\_\_\_\_  
Date

ORANGE COUNTY, FLORIDA:

*Carrie Mathes*

\_\_\_\_\_  
Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,  
C.P.M.

Procurement Division Manager

11.29.2023

\_\_\_\_\_  
Date

**Y23-1072**  
**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The COUNTY contracts with Valencia College (the "AGENCY") for the AGENCY to provide the following services:

1. Based on the requirements of the Florida Department of Law Enforcement (FDLE), CJI will implement, revise and monitor' curriculum and course schedules for the training of OCCD's basic recruits seeking certification for corrections officer positions and advanced/specialized training for corrections officers. If required, the curriculum and courses will be presented to Valencia's college-wide curriculum committee and to the Criminal Justice Institute Advisory Council for review and approval.
2. For basic recruit positions, OCCD will forward the names of selected participants to Valencia. Valencia and OCCD will determine the number of recruit enrollments for each basic recruit training session. The County shall pay \$1,500 or the current tuition rate per agency hired recruit participating in the basic recruit academy program. Valencia agrees to exempt the CJI application fee for hired agency recruits. OCCD is responsible for the payment of books for hired recruits.
3. OCCD will assign one training coordinator to the School of Public Safety for Criminal Justice Institute programs during the Academy classes to coordinate between CJI and OCCD. The coordinator shall have assigned instructional classroom, defensive tactics, and firearms hours in each academy class. The assigned coordinator will report to the OCCD Training Coordinator. OCCD will provide use of their firearms range for basic recruit training courses. In consideration for the above services, Valencia shall pay the County \$1,500 or the current tuition rate, for up to fifty-two (52) agency-hired recruits each year.
4. All approved basic recruit and advanced/specialized training courses and related activities involving OCCD recruits and officers will be held on Valencia's campus or an agreed upon location.
5. The OCCD shall designate the Training Administrator to act as a liaison with Valencia with regard to matters covered by this Agreement. Valencia shall designate the Director of CJI to act as a liaison with the OCCD with regard to matters covered by this Agreement.



## Comparative Analysis of Local Basic Corrections Officer (BCO) Training Sites

	Location		Travel			Overtime?	Agency Sponsored Tuition	Admission Requirements		
	City	County	Distance (Miles)	Time (Min)	*Hotel			*Meals	CJBAT	PAT
	Orlando, FL	Orange	12	20	N	N	\$ 1,500.00	Y	N	
	Sanford, FL	Seminole	21	30	N	N	\$ 1,650.00	Y	Y	
	Tavares, FL	Lake	38	38	N	N	\$ 1,210.00	Y	Y	
	Winter Haven, FL	Polk	51	51	Y	Y	\$ 2,250.00	Y	Y	
	Daytona Beach, FL	Volusia	67	65	Y	Y	\$ 1,500.00	Y	Y	
College	Melbourne, FL	Brevard	58	70	N	N	\$ 1,520.00	Y	Y	

Officer Certification Training can be offered by any Public Safety Institute in the State of Florida that is governed by the FDLE. This chart only highlights those that are in Orange County Jail.

Their tuition costs and duration as "approximate."

The rate reported that they do not have an "agency sponsored" rate. The reported rate is applicable to anyone who attends their academy.

The cost of ammunition.

The training hours are consistent for each institution, per FDLE standards (420 hrs). However, certain academies reported that their academy durations may be longer than 420 hours, exam dates, holidays, makeup days, etc. Those variances are reflected in the spreadsheet.

The cost per diem for hotel or per diem when travel is incurred in the following counties: Orange, Osceola, Brevard, Seminole and Lake



# ORANGE COUNTY PROCUREMENT DIVISION

[rev. 09-19]

## PURCHASE ORDER / CONTRACT DOCUMENTATION OF EXEMPTION

Vendor Name:	Valencia College		
Date Submitted:	8/10/2023	Department/Division:	Corrections / Support Services
Requisition Number:		Requestor Name:	Tanesha Blackmon
Amount of Purchase:	109,500.00	Requestor Phone:	407.836.3167

In accordance with the Orange County Ordinance, Chapter 17, Finance, Article III, Procurement:

The Procurement Ordinance shall apply to every purchase/procurement by the board of county commissioners and the departments and advisory boards which are under the control of the board of county commissioners, irrespective of their fund source, including state and federal assistance monies, except as otherwise specified by law. They shall not apply to:



- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Agreements between the board of county commissioners and nonprofit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.</li> <li><input type="checkbox"/> Procurement of dues and memberships in trade or professional organizations</li> <li><input type="checkbox"/> Subscriptions for periodicals</li> <li><input type="checkbox"/> Advertisements</li> <li><input type="checkbox"/> Postage</li> <li><input type="checkbox"/> Paralegals &amp; Court reporter services</li> <li><input type="checkbox"/> Specialized legal services &amp; Expert witnesses</li> <li><input type="checkbox"/> Real property, abstracts of titles for real property &amp; title insurance for real property</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Water, sewer, and electrical utility services</li> <li><input type="checkbox"/> Copyrighted &amp; Patented materials</li> <li><input type="checkbox"/> Art and artistic services</li> <li><input type="checkbox"/> Employment agreements</li> <li><input type="checkbox"/> Fees and costs of job-related travel, seminars, tuition, registration and training.</li> <li><input type="checkbox"/> Goods and/or services given, or accepted by the county via grant, gift or bequest.</li> <li><input type="checkbox"/> Blanket purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.</li> <li><input type="checkbox"/> Items purchased for resale to the general public.</li> </ul> |
|---|---|

### APPROVAL PROCESS

1. Indicate the exemption requested by making a selection above.
2. Attach all supportive documentation for consideration and approval.
3. Sign, date and attach this form to the applicable purchase requisition back-up.

I certify that, to the best of my knowledge, this request for exemption and the information provided herein is accurate and truthful.

<b><u>REQUESTING DEPARTMENT / DIVISION</u></b>	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>Digitally signed by Jake Kantner Date: 2023.08.11 10:26:06 -04'00'</p> </div> <div style="text-align: center;"> <p><b>08/11/23</b></p> </div> </div> <p>[Sign] <u>Jake Kantner</u></p> <p><b>Division Manager OR Department Director</b></p> <p>Major Jake Kantner</p> <hr/> <p><b>[Print Div. Manager or Dept. Director Name]</b></p>	<p>Date</p>

<b><u>PROCUREMENT DIVISION APPROVAL</u></b>	
<p>[Sign] <u></u></p> <p><b>Procurement Representative</b></p>	<p><b>09/01/23</b></p> <p>Date</p>
<p>[Sign] <u></u></p> <p><b>Procurement Manager or Authorized Designee</b></p>	<p><b>9.1.2023</b></p> <p>Date</p>