



GLENDA HARDEN, CONSULTANT
AMENDMENT TO VENDOR CONTRACT
AMENDMENT BEGIN DATE: 10/01/2020
AMENDED CONTRACT END DATE: 6/30/2021

THIS AMENDED VENDOR AGREEMENT between The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast, hereinafter referred to as "CSRC", and Glenda Harden, Consultant, hereinafter referred to as the "CONTRACTOR", for purposes of planning and facilitating the National Dislocated Worker Grant (DWG) Award for Disaster-FL COVID-19 (COVID-19). ***The AMENDED terms and conditions are in italics and bold type. All other terms and conditions remain through the term of the AMENDED VENDOR AGREEMENT.***

THE CONTRACTOR AGREES TO:

1. Confers with designated CSRC, DWG Employer of Record, Government staff and other Non-Profit Community Partners in the Local Workforce Development Area (LWDA) 20 for the purposes of coordinating the provision of disaster-relief temporary jobs for the COVID-19 DWG.
2. Serves as the liaison for the DWG with LWDA 20 governmental entities, non-profit community partners and other applicable partners for the purpose of providing information, clarifying grant requirements, and expediting disaster-relief employment.
3. Ensures that all disaster-relief employment is aligned with existing state and local strategic priorities, resources, and programs.
4. Completes a Worksite Agreement for the COVID-19 DWG to be utilized with LWDA 20 governmental and non-profit agencies who provide disaster-relief temporary jobs that assist in the recovery from the emergency.
5. Ensures each governmental and non-profit agency providing disaster-relief temporary jobs meets the requirements of the DWG and has a completed and signed worksite agreement as certification.
6. Certifies that each DWG worksite employer provides a complete job description that directly relates to the immediate needs of the disaster situation outlined in the DWG.
7. Collaborates with the DWG Employer of Record to ensure all DWG worksite employers follow the same health and safety standards with DWG project participants as established under Federal and state law applicable to working conditions of permanent employees.
8. In coordination with CSRC administration, appointed staff, and the DWG Employer of Record, establishes a monitoring plan for disaster-relief worksite employers and participants.
9. In collaboration with the DWG Employer of Record and the designated CSRC staff member, ensures monitoring occurs and is the point of contact for any areas of concern and/or non-compliance with grant requirements. As the point of contact, directs actions to resolve issues.
10. Will be responsible for the oversight of the process for placement of eligible DWG participants in disaster-relief temporary employment and make recommendations should any issues arise.
11. Conducts follow-up with designated CSRC staff and the DWG Employer of Record regarding participants' status and progress.
12. Completes all reports as required and assigned by CSRC and the State of Florida regarding the DWG.
13. Assists in the development of any resources, documentation materials and forms determined necessary for successful implementation of the DWG.
14. Keeps up to date on local, state, and federal requirements regarding the DWG by conducting research, attending assigned meetings, trainings and webinars offered. Confers with appropriate state staff for clarification when needed
15. Collaborates with CSRC staff to coordinate and arrange for applicable support services from partner agencies.



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16. Ensure supplies and materials relevant to the delivery of the DWG Program are ordered and provided in accordance with the DWG budget and CSRC procurement standards.
- 17. Collect and record data relevant to the 2020/2021 DWG Program reporting requirements.**
18. Monitors the DWG Program budget, working closely with CSRC's Chief Financial Officer and designated CSRC staff.
19. Coordinate and provide oversight for the services to be delivered by CSRC's DWG Employer of Record for the DWG Program.
20. Direct assigned CSRC staff's participation and responsibilities in the DWG Program.
21. Turn over all program documents to personnel designated by the Vice President of Operations/COO at the end of this AGREEMENT and respond to questions about the CONTRACTOR's actions and observations from designated personnel for a period of 30 days following termination of this AGREEMENT.

DELIVERY SCHEDULE:

The CONTRACTOR will provide the above services between October 1, 2020 and June 30, 2021. Planning and coordination began under the original Vendor Agreement as of May 5th, with the DWG Program activities to occur as funding remains available and continues in accordance with the DWG guidelines.

CONFLICT OF INTEREST:

The CONTRACTOR must declare conflicts of interest, if any arise, between the CONTRACTOR's services to CSRC and those services that the CONTRACTOR may provide to others. The CONTRACTOR has an ethical responsibility, apart and separate from any contractual duties, to disclose such conflicts.

CONFIDENTIALITY:

The CONTRACTOR will keep information related to all CSRC issues in strict confidence. Other than written reports and required data submitted to CSRC and other possible entities providing grant activities for the DWG Program, the CONTRACTOR will not publish, reproduce or otherwise divulge information, in whole or part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information to those employees on its staff, CSRC's staff, or state and federal authorities who must have the information on a "need to know" basis.

TRAVEL, TAXES, INSURANCE, BENEFITS, EMPLOYEE STATUS:

The CONTRACTOR, upon signing this AGREEMENT, acknowledges that she is not a regular employee of CSRC and that she is responsible for her own insurance (including workers compensation), benefits (including retirement), taxes or any other costs associated with doing business with CSRC and the partner organizations of the DWG Program.

CERTIFICATIONS:

The CONTRACTOR, upon signing this AGREEMENT, will complete the attached certifications and abide by the terms contained therein.

COMPENSATION:

The CONTRACTOR's fee for services under this AMENDED AGREEMENT will be based on a rate of \$60.00 per hour. The CONTRACTOR is responsible for maintaining a schedule of hours worked and work completed during each weekly pay interval. This schedule, along with invoice is to be submitted to and signed by the Vice President of Operations/COO.



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The approved invoice and schedule of work will be submitted to Lisa Delligatti, Chief Financial Officer. The Finance Department will process the invoice and issue payment for services rendered within 7 business days of receipt.

The invoice for services must be for allowable and allocable costs incurred during the term of this AMENDED AGREEMENT. Billable costs under this AMENDED AGREEMENT shall be paid at the rate of \$60.00 per hour worked and documented.

RIGHT OF RENEWAL

The CONTRACTOR and CSRC may mutually agree to continue this AGREEMENT beyond June 30, 2021 if applicable.

RIGHT OF DEOBLIGATION OR TERMINATION:

Funds obligated under this AGREEMENT may be deobligated and no longer available, owing, or due the CONTRACTOR should the CONTRACTOR fail to meet the terms of this AGREEMENT. CSRC reserves the right to terminate, in writing, this AGREEMENT should CSRC not receive funding sufficient to pay the CONTRACTOR. Services rendered prior to the date of termination will be paid.

Either party to this AGREEMENT may terminate the AGREEMENT with a 15-day written notice delivered in person to the other party.

CONTACTS:

Glenda Harden, Consultant, will be CSRC's primary contact as the CONTRACTOR. The CONTRACTOR shall directly provide the services while working under this AGREEMENT.

The CONTRACTOR'S point of contact with the CSRC will be Tracey McMorris, Vice President of Operations/COO. The Vice President of Operations/COO may be reached at 866-482-4473, ext. 528 or tmcmorris@careersourcerc.com.



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AMENDMENT BEGIN DATE: **10/01/2020**
AMENDED CONTRACT END DATE: **6/30/2021**

SIGNATURES AND ATTESTATIONS

IN WITNESS THEREOF, the parties hereto have caused this **AMENDED AGREEMENT** to be executed by their undersigned officials as duly authorized.

**The Workforce Development Board of the Treasure Coast, Inc.
d/b/a CareerSource Research Coast**

Brian Bauer, President/CEO

DocuSigned by: **of Representative**
Brian Bauer
81CEF86456304CC...
signature

9/29/2020 | 9:47 AM EDT

Date

CONTRACTOR – Glenda Harden, Consultant

DocuSigned by:
Glenda Harden
82C15A52389E483...
signature

9/29/2020 | 7:49 AM PDT

Date



GLEND A HARDEN, CONSULTANT
VENDOR CONTRACT
CONTRACT BEGIN DATE: 5/05/2020
CONTRACT END DATE: 9/30/2020

THIS VENDOR AGREEMENT is entered into between The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast, hereinafter referred to as "CSRC", and Glenda Harden, Consultant, hereinafter referred to as the "CONTRACTOR", for purposes of planning and facilitating the National Dislocated Worker Grant (DWG) Award for Disaster-FL COVID-19 (COVID-19).

THE CONTRACTOR AGREES TO:

1. Confers with designated CSRC, DWG Employer of Record, Government staff and other Non-Profit Community Partners in the Local Workforce Development Area (LWDA) 20 for the purposes of coordinating the provision of disaster-relief temporary jobs for the COVID-19 DWG.
2. Serves as the liaison for the DWG with LWDA 20 governmental entities, non-profit community partners and other applicable partners for the purpose of providing information, clarifying grant requirements, and expediting disaster-relief employment.
3. Ensures that all disaster-relief employment is aligned with existing state and local strategic priorities, resources, and programs.
4. Completes a Worksite Agreement for the COVID-19 DWG to be utilized with LWDA 20 governmental and non-profit agencies who provide disaster-relief temporary jobs that assist in the recovery from the emergency.
5. Ensures each governmental and non-profit agency providing disaster-relief temporary jobs meets the requirements of the DWG and has a completed and signed worksite agreement as certification.
6. Certifies that each DWG worksite employer provides a complete job description that directly relates to the immediate needs of the disaster situation outlined in the DWG.
7. Collaborates with the DWG Employer of Record to ensure all DWG worksite employers follow the same health and safety standards with DWG project participants as established under Federal and state law applicable to working conditions of permanent employees.
8. In coordination with CSRC administration, appointed staff, and the DWG Employer of Record, establishes a monitoring plan for disaster-relief worksite employers and participants.
9. In collaboration with the DWG Employer of Record and the designated CSRC staff member, ensures monitoring occurs and is the point of contact for any areas of concern and/or non-compliance with grant requirements. As the point of contact, directs actions to resolve issues.
10. Will be responsible for the oversight of the process for placement of eligible DWG participants in disaster-relief temporary employment and make recommendations should any issues arise.
11. Conducts follow-up with designated CSRC staff and the DWG Employer of Record regarding participants' status and progress.
12. Completes all reports as required and assigned by CSRC and the State of Florida regarding the DWG.
13. Assists in the development of any resources, documentation materials and forms determined necessary for successful implementation of the DWG.
14. Keeps up to date on local, state, and federal requirements regarding the DWG by conducting research, attending assigned meetings, trainings and webinars offered. Confers with appropriate state staff for clarification when needed
15. Collaborates with CSRC staff to coordinate and arrange for applicable support services from partner agencies.



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17. Collect and record data relevant to the 2020 DWG Program reporting requirements.
18. Monitors the DWG Program budget, working closely with CSRC's Chief Financial Officer and designated CSRC staff.
19. Coordinate and provide oversight for the services to be delivered by CSRC's DWG Employer of Record for the DWG Program.
20. Direct assigned CSRC staff's participation and responsibilities in the DWG Program.
21. Turn over all program documents to personnel designated by the Vice President of Operations/COO at the end of this AGREEMENT and respond to questions about the CONTRACTOR's actions and observations from designated personnel for a period of 30 days following termination of this AGREEMENT.

DELIVERY SCHEDULE:

The CONTRACTOR will provide the above services between May 5, 2020 and September 30, 2020. Planning and coordination will begin as of May 5th, with the DWG Program activities to occur as funding becomes available and continue in accordance with the DWG guidelines.

CONFLICT OF INTEREST:

The CONTRACTOR must declare conflicts of interest, if any arise, between the CONTRACTOR's services to CSRC and those services that the CONTRACTOR may provide to others. The CONTRACTOR has an ethical responsibility, apart and separate from any contractual duties, to disclose such conflicts.

CONFIDENTIALITY:

The CONTRACTOR will keep information related to all CSRC issues in strict confidence. Other than written reports and required data submitted to CSRC and other possible entities providing grant activities for the DWG Program, the CONTRACTOR will not publish, reproduce or otherwise divulge information, in whole or part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information to those employees on its staff, CSRC's staff, or state and federal authorities who must have the information on a "need to know" basis.

TRAVEL, TAXES, INSURANCE, BENEFITS, EMPLOYEE STATUS:

The CONTRACTOR, upon signing this AGREEMENT, acknowledges that she is not a regular employee of CSRC and that she is responsible for her own insurance (including workers compensation), benefits (including retirement), taxes or any other costs associated with doing business with CSRC and the partner organizations of the DWG Program.

CERTIFICATIONS:

The CONTRACTOR, upon signing this AGREEMENT, will complete the attached certifications and abide by the terms contained therein.

COMPENSATION:

The CONTRACTOR's fee for services will be based on a total rate not to exceed \$12,000,00 under this AGREEMENT paid at the rate of \$60.00 per hour. The CONTRACTOR is responsible for maintaining a schedule of hours worked and work completed during each weekly pay interval. This schedule, along with invoice is to be submitted to and signed by the Vice President of Operations/COO.



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VENDOR CONTRACT
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The approved invoice and schedule of work will be submitted to Lisa Delligatti, Chief Financial Officer. The Finance Department will process the invoice and issue payment for services rendered within 7 business days of receipt.

The invoice for services must be for allowable and allocable costs incurred during the term of this AGREEMENT. Total billable costs under this AGREEMENT shall not exceed 200 hours or \$12,000.00, unless CSRC expands or extends the contractual relationship, as needed, at which time this AGREEMENT will be amended.

RIGHT OF RENEWAL

The CONTRACTOR and CSRC may mutually agree to continue this AGREEMENT beyond September 30, 2020.

RIGHT OF DEOBLIGATION OR TERMINATION:

Funds obligated under this AGREEMENT may be deobligated and no longer available, owing, or due the CONTRACTOR should the CONTRACTOR fail to meet the terms of this AGREEMENT. CSRC reserves the right to terminate, in writing, this AGREEMENT should CSRC not receive funding sufficient to pay the CONTRACTOR. Services rendered prior to the date of termination will be paid.

Either party to this AGREEMENT may terminate the AGREEMENT with a 15-day written notice delivered in person to the other party.

CONTACTS:

Glenda Harden, Consultant, will be CSRC's primary contact as the CONTRACTOR. The CONTRACTOR shall directly provide the services while working under this AGREEMENT.

The CONTRACTOR'S point of contact with the CSRC will be Tracey McMorris, Vice President of Operations/COO. The Vice President of Operations/COO may be reached at 866-482-4473, ext. 528 or tmcmorris@careersourcerc.com.



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SIGNATURES AND ATTESTATIONS

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed by their undersigned officials as duly authorized.

**The Workforce Development Board of the Treasure Coast, Inc.
d/b/a CareerSource Research Coast**

Brian Bauer, President/CEO _____

Name and Title of Representative

DocuSigned by:
Brian Bauer _____

Signature
81CEP86456304CC...

5/5/2020 | 11:44 AM EDT _____

Date

CONTRACTOR – Glenda Harden, Consultant

DocuSigned by:
Glenda Harden _____

Signature
99E483...

5/6/2020 | 5:22 AM PDT _____

Date



GLENDA HARDEN
 VENDOR CONTRACT
 ORIGINAL APPROVAL DATE:
 CONTRACT BEGIN DATE: 5/5/2020
 CONTRACT END DATE: 9/30/2020

VENDOR CONTRACT ASSURANCES ADDENDUM

This addendum is part of the _____ National Dislocated Worker Grant (DWG) _____ Vendor Contract by and between The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC) and _____ Glenda Harden, Consultant _____ (VENDOR) for purposes of planning and facilitating the COVID-19 DWG Award for 2020 described in the Vendor Contract attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and addendum herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by VENDOR and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA) of 2014, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: VENDOR agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. VENDOR will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

VENDOR certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from Client under Title I of the WIOA, VENDOR assures that it will comply fully with the following:

- a. Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination based on race, color or national origin.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination based on disability.
- c. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination, based on sex in educational programs.
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination based on age.
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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.



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- g. The American 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.
- h. Equal Employment Opportunity (EEO): The VENDOR agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the VENDOR 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, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- i. VENDOR 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, VENDOR makes to carry out the WIOA Title I-financially assisted program or activity. VENDOR understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, VENDOR shall 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). The VENDOR shall report any violation of the above to the contract manager. Energy Efficiency: The VENDOR 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 the Energy Policy and Conservation Act (Public Law 94-163). VENDOR will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in 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). The VENDOR will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

VENDOR shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, VENDOR must, prior to contract execution, complete the Byrd Anti-Lobbying Certification. See Appendix A to 29 CFR Part 95 and Appendix A to 45 CFR Part 74 13.

6. CONFIDENTIALITY

It is understood that the VENDOR shall maintain the confidentiality of any information, regarding Client 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. VENDOR shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by Client for purposes related to the performance or evaluation of the Agreement may be divulged to Client 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



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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 the Client. No release of information by VENDOR, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSRC, 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.

8. MONITORING

At any time and as often as Client, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, VENDOR shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the VENDOR's expense, at reasonable locations as determined by Client. VENDOR shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from Client.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

VENDOR agrees that 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, Vendor 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.

10. PUBLIC ENTITY CRIMES

VENDOR shall comply with subsection 287.L33(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.Ot7, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11. THE PRO-CHILDREN ACT

VENDOR 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 not permit 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.



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12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 15 days prior written notice to the other party.
- b. CSRC 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.
- c. CSRC may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. VENDOR fails to provide any of the services it has contracted to provide; or
 - ii. VENDOR fails to comply with the provisions of this modified agreement; or
 - iii. Such termination is in the best interest of CSRC.
- d. Written notification of termination must be by registered mail, return receipt requested.

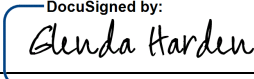
If VENDOR disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CSRC, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

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

In instances where VENDOR violates or breach modified agreement terms, CSRC will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

Vendor Name: Glenda Harden

Authorized Representative Name & Title: Glenda Harden, Contractor

Authorized Signature:  Date: 5/6/2020 | 5:22 AM PDT



GLEND A HARDEN
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BYRD ANTI-LOBBYING CERTIFICATE

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

APPLICABLE TO THIS CONTRACT: Yes: **No:**

The undersigned VENDOR certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The VENDOR, Glenda Harden, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure.

Glenda Harden

VENDOR

Glenda Harden, Contractor

DocuSigned by: Name and Title of Certifying Representative

Glenda Harden

82C15A52389E483... Signature of Certifying Representative

5/6/2020 | 5:22 AM PDT

Date