



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 "VENDOR", for purposes of planning and facilitating the National Dislocated Worker Grant (DWG) Award for Disaster-FL COVID-19 (COVID-19).

**THE VENDOR 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.
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.



GLEND A HARDEN, CONSULTANT  
VENDOR CONTRACT  
CONTRACT BEGIN DATE: 7/1/2021  
CONTRACT END DATE: 6/30/2022

17. Collect and record data relevant to the 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 VENDOR's actions and observations from designated personnel for a period of 30 days following termination of this AGREEMENT.

**DELIVERY SCHEDULE:**

The VENDOR will provide the above services between July 1, 2021 and June 30, 2022. Planning and coordination began as of May 5<sup>th</sup>, 2020, with the DWG Program activities to occur as funding becomes available and continue in accordance with the DWG guidelines.

**CONFLICT OF INTEREST:**

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

**CONFIDENTIALITY:**

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



GLEENDA HARDEN, CONSULTANT  
VENDOR CONTRACT  
CONTRACT BEGIN DATE: 7/1/2021  
CONTRACT END DATE: 6/30/2022

**COMPENSATION:**

The VENDOR's fee for services under this AGREEMENT will be based on a rate of \$60.00 per hour. The VENDOR 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.

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. Billable costs under this AMENDED AGREEMENT shall be paid at the rate of \$60.00 per hour worked and documented.

**RIGHT OF RENEWAL**

The VENDOR and CSRC may mutually agree to continue this AGREEMENT beyond June 30, 2022 if applicable.

**RIGHT OF DEOBLIGATION OR TERMINATION:**

Funds obligated under this AGREEMENT may be deobligated and no longer available, owing, or due the VENDOR should the VENDOR 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 VENDOR. 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 VENDOR. The VENDOR shall directly provide the services while working under this AGREEMENT.

The VENDOR'S point of contact with 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](mailto:tmcmorris@careersourcerc.com).



GLEND A HARDEN, CONSULTANT  
VENDOR CONTRACT  
CONTRACT BEGIN DATE: 7/1/2021  
CONTRACT END DATE: 6/30/2022

**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** 81CEFF96456304CC...

6/23/2021 | 8:11 AM EDT \_\_\_\_\_

**Date**

**VENDOR – Glenda Harden, Consultant**

DocuSigned by:  
*Glenda Harden* \_\_\_\_\_

**Signature** 89E483...

6/23/2021 | 8:02 AM EDT \_\_\_\_\_

**Date**



GLEND A HARDEN, CONSULTANT  
 VENDOR CONTRACT  
 CONTRACT BEGIN DATE: 7/1/2021  
 CONTRACT END DATE: 6/30/2022

**ATTACHMENT TO THE WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST, INC.  
 D/B/A CAREERSOURCE RESEARCH COAST AGREEMENT**

This attachment is part of the AGREEMENT between The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC) and Vendor described in the Agreement attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Attachment herein, the parties hereby agree as follows:

**1. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by Vendor with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the provisions of the Workforce Investment Act of 1998, 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 to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation & Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States based on 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 WIA Title I- Financially assisted program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- Section 654 of the Omnibus Budget Reconciliation Act of 1981 prohibiting discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- The American with Disabilities Act of 1990, P.L. 101-336 prohibiting discrimination in all employment practices, including the 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; and

The Vendor also assures that it will comply with 29 CFR Part 37 and all other regulation implementing the laws listed above.

For contracts more than \$10,000, the Vendor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and supplemented on Department of Labor regulations at 41 CFR Chapter 60.



**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 more than \$100,000, Vendor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

**6. CONFIDENTIALITY**

It is understood that the Vendor shall maintain the confidentiality of any information, regarding CSRC 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 CSRC for purposes related to the performance or evaluation of the Agreement may be divulged to CSRC 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 the CSRC. 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 CSRC, 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 expense, at reasonable locations as determined by CSRC. 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 CSRC.



GLEND A HARDEN, CONSULTANT  
 VENDOR CONTRACT  
 CONTRACT BEGIN DATE: 7/1/2021  
 CONTRACT END DATE: 6/30/2022

#### 9. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 60 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 the CareerSource Research Coast Executive Committee, 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/sub grantees violate 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.

#### 10. PUBLIC ENTITY CRIMES

Vendor shall comply with subsection 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 Vendor, supplier, sub-contractor 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 287.07, 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. PROCUREMENT OF RECOVERED MATERIALS

Vendor 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.

#### 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

Vendor 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.

#### 13. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Vendor 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.

Vendor Name: Glenda Harden

Authorized

Representative Name & Title: Glenda Harden, Consultant

Authorized Signature:   
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Date: 6/23/2021 | 8:02 AM EDT