

Vendor Services Agreement No. FCWD 2018-01
between
FIRSTCOAST WORKFORCE DEVELOPMENT BOARD, INC.,
dba CareerSource Northeast Florida
and
JACKSONVILLE REGIONAL CHAMBER OF COMMERCE

1. Parties to Agreement

This Agreement is an agreement between the First Coast Workforce Development Board, Inc. referred to in this document as FCWD and Jacksonville Regional Chamber of Commerce, Cornerstone Division referred to as Vendor.

2. Purpose

This Agreement is entered in to between FCWD and Vendor for the purpose of providing services as described in 5. Scope of Work.

3. Agreement Type

The FCWD agrees to enter into an agreement for the purchase of services with the Vendor.

FCWD agrees to pay for Vendor's services in an amount not to exceed \$160,000.00. This amount is subject to the availability of funds and Vendor providing appropriate documentation relating directly to the delivery of services provided under this Agreement.

4. Period of Performance

Agreements under this Agreement shall commence July 1, 2017 regardless of the date of signatures and remain in effect until June 30, 2018.

5. Scope of Work

Partnership Overview & Objective
JAXUSA Partnership/JAX Chamber ("Chamber") and First Coast Workforce Development ("FCWD")/CareerSource Northeast Florida have maintained a strong partnership for many years, as workforce readiness is the backbone of economic development. In addition to being linked in ideology, the organizations also share the majority of a geographic service area including Baker, Clay, Duval, Nassau, Putnam and St. Johns counties.

While the two organizations are closely aligned, there are key differences in the strengths offered by each. The JAXUSA Partnership has a vast and deep pool of relationships and contacts in the region's business community, including companies not currently engaged with FCWD. In addition, the Chamber is able to take its considerable voice in the community and direct attention to those matters in need of strong advocacy by business leaders.

The objective of the partnership between FCWD and the Chamber is to foster collaboration among key stakeholders in the region to grow jobs and provide a highly skilled workforce matched to employer demand.

2017-18 Strategies

This scope reflects a further advancement of the transition to sector-based strategies for both organizations aligned to our respective strategic plans. This year, as sector-based programming becomes more commonplace and online communications move from start-up to more refined iterations, we will be placing a greater emphasis on collaboration among staff further down the organizational chart.

The ability to adapt to changing conditions and new opportunities by the steering committee, also may influence the outcomes delivered as part of this agreement. As in prior years, should the need to shift a particular deliverable arise, we will inform you of the situation and offer a comparable substitution to your satisfaction.

2017-18 JAXUSA/CareerSource Northeast Florida Scope

Period	Emphasized Sector(s)	Activities & Deliverables	Amount
Q1: Jul – Sept	Financial Services & Information Technology	Activities <u>General/All sectors</u> <ul style="list-style-type: none"> • Support development of regional economic development strategic plan (Innovate 2.0) • Engage CSNEFL at earliest levels of employer prospect activity and immediately engage with workforce support opportunities • Promote excellence of CSNEFL as the market expert and key partner in employer workforce needs • Broker alignment between staff from executive leadership through ranks between organizations and amongst employers with special emphasis on Industry Managers and including engagement on JAX Chamber industry councils <u>Emphasis Sector</u> <ul style="list-style-type: none"> • Host employer-led workforce forum for emphasis sector(s) • Solicit sector insights from JAXUSA staff and a key employer in sector • Advocate for employer-driven workforce development approaches by conducting a deep dive into career pathing for unemployed and incumbent workers via research with local state colleges/universities, employers and shorter-term training programs for low-income/unemployed workers. 	\$40,000 per quarter
Q2: Oct – Dec	Health & Life Sciences		
Q3: Jan – Mar	Transportation & Logistics		
Q4: Apr - Jun	Advanced Manufacturing		
		TOTAL	\$160,000

Payment Schedule: (Documentation/Billing)

Total invoices for agreement duration will not exceed \$160,000.00.

Deliverables Item #	Quarterly Documentation	Amount
Quarter 1 Jul. – Sept. 2017 Financial Services & IT	1. Summary update on development of Innovate 2.0 & general partnership activities	\$40,000 Quarterly
Quarter 2 Oct. – Dec. 2017 Health & Life Sciences	2. JAXUSA State of the Sector briefing for employers and CSNEFL on each quarter's emphasis sector to include: occupational growth and pipeline data and example of employer best practice in internal career pathing/workforce development activities.	
Quarter 3 Jan. – Mar. 2018 Transportation & Logistics	3. Supporting materials documenting each quarter's forum on emphasis sector	
Quarter 4 Apr. – Jun. 2018 Advance Manufacturing		

Final Report is due within 30 days of Agreement completion. FCWD shall retain the right to seek clarification or to request expansion of the final report. Release of funds is subject to final approval of the report by FCWD.

6. Contacting Board Members

FCWD Staff, not Board Members, shall be the contact point for any program and/or policy issues.

7. Agreement Program Management

The following individuals shall serve as the primary point of contact for the parties regarding this Agreement:

For FCWD:

Melissa Terbrueggen

Regional Director, Business and Employment Services

215 N. Market St.

Suite 300

Jacksonville, FL. 32202

(904) 213-3800 x 2216

mterbrueggen @careersourcenefl.com

For Vendor:

Tina Wirth

Vice President, Workforce Development

Jacksonville Regional Chamber of Commerce/
Cornerstone Regional Development Partnership

(904)366-6651

twirth@jaxusa.org

8. Use of Data and Materials

Except as otherwise required by law, Vendor retains all rights to marketing and outreach materials developed by the Vendor under this Agreement. The Vendor hereby grants to FCWD a royalty-free, non-exclusive, irrevocable license to all trademarks, copyrights, and patents generated under this Agreement including the license to reproduce, publish, or otherwise use: (i) the copyright in any work developed in relation to, or as a result of, this Agreement, and (ii) any rights of copyright that are purchased with FCWD funds in relation to, or as a result of this Agreement, and (iii) any rights with respect to any invention acquired or retained in relation to, or as a result of this Agreement.

9. Dispute Resolution

Each party shall provide written notice to the other party of any dispute regarding this Agreement or the services it is intended to provide. The receiving party must in turn respond in writing no later than 30 days from the date of receipt. If the parties are unable to resolve the dispute using this method, the matter shall be forwarded to the Executive Committee of FCWD for resolution, whose decision shall be final.

10. Publications, Videos and Acknowledgment of Sponsorship

Vendor may use the terms "in partnership with CareerSource Northeast Florida" or "A Workforce Partner" in advertising, marketing, contractual or other collateral materials only with prior approval from the CareerSource Northeast Florida marketing department. A version of the CareerSource Northeast Florida logo (the "partnership" logo) will be made available to Vendor. The use of the logo will be subject to CareerSource Northeast Florida's policies and guidelines for brand management, and placement of the logo in any materials must be approved in advance by the CareerSource Northeast Florida marketing department.

Every publication of material (including internet sites and videos) must contain the following disclaimer: " This [report/video/material] was prepared by [Vendor] for CareerSource Northeast Florida.

No staff of Vendor organization may represent themselves as an employee of CareerSource Northeast Florida.

11. Non-Disclosure

11.1 Each party will maintain in confidence any confidential information owned by one and accepted by the other during the course of the Agreement.

11.2 Acceptance by one party of the other's confidential information (as evidenced by receipt thereof without objection within 30 days), means that party agrees to exercise reasonable efforts:

- i. not to publish or otherwise reveal said confidential information to third parties without the permission of the other;
- ii. not to discuss the confidential information to persons not having a "need to know";
- iii. to use the confidential information only in fulfillment of obligations hereunder.

11.3 Confidential information must be marked or designated in writing on its face page as proprietary or confidential.

11.4 Each party retains the right to refuse to accept any such confidential information which it does not consider to be essential to performance of research pursuant to this Subaward, or which it believes to be improperly designated.

11.5 "Confidential Information" is hereby defined as drawings, disclosures, designs, data, reports, calculations, models, component parts, patent applications, software, software models, trade secrets, proprietary data, product designs and developments, research reports, market studies and plans, confidential business information or the like, but shall not include information which: (1) is in the knowledge or possession of one party at the time of disclosure by one to the other and proof thereof is made promptly; (2) is now or hereafter becomes public knowledge; (3) is subsequently received without binder of secrecy by one party from a third party, not owing obligations of secrecy to the other party.

11.6 Neither party will sell, use, disclose, publish or make copies of the confidential information or disclose the confidential information to any other person or company without the prior written approval of the owning party.

12. Publications

FCWD recognizes that it may be in the best interest of Vendor to publish the performance and/or results of this Agreement and agrees that researchers engaged in the Agreement shall be permitted to present at symposia, national or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, the methods and results of; and Vendor recognizes that FCWD may have confidential information to protect and agrees to comply with the confidentiality terms in Article 11.

13. Audits and Monitoring

Program specific monitoring and compliance audits shall be provided under circumstances and conditions required by laws or regulations that are applicable to the Terms and Conditions of this Agreement. Audits shall be conducted in accordance with Generally Accepted Auditing Standards and shall be an independent certified audit only if required. Both parties agree to fully cooperate in all auditing and monitoring efforts and pay any reasonable amounts determined due under this Agreement. Each party shall be entitled to contest any audit findings.

14. Termination

14.1 Termination at Will:

Either Party may terminate this Agreement by giving thirty (30) days written notice to the other party with or without cause.

14.2 Termination for Breach:

Upon breach by the Vendor, FCWD may terminate this Agreement by giving 30 days written notice to the Vendor. This written notice of termination shall be sent via certified mail, return receipt requested. FCWD reserves the right to grant the Vendor the opportunity to rectify the breach. FCWD may send a suspension notice and give the Vendor a specific time to respond with a corrective plan. Failure of the Vendor to respond with a corrective plan acceptable to FCWD may result in a termination notice to the Vendor effective from the time of the original suspension. Waiver of a breach of any provision shall not be deemed a waiver of any other breach, and no waiver shall be construed to be a modification to any of the terms or conditions of this Agreement. The provisions within this Agreement do not limit FCWD's remedies at law or in equity.

14.3 Termination Payment Provisions:

In the event of termination, FCWD shall be liable for payment only for services rendered or goods delivered prior to the effective date of termination and determined allowable under this Agreement. Final billing for payment must be received by FCWD within thirty (30) days of the termination date.

15. Modifications

This Agreement may be modified at any time upon mutual written agreement of the parties in the form of a duly signed modification.

16. Laws and Regulations

The Vendor does hereby agree to comply with all applicable Federal, State and local laws, regulations and requirements which are in effect at the inception of this Agreement or as may be promulgated or amended during its life.

17. Interpretation

This Agreement incorporates the Vendor's Proposal and all Attachments and will be interpreted collectively with no sections taken separately and apart.

18. Agreement Clauses Incorporated by Reference

This Agreement incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. The full text of the clause may be accessed electronically at these addresses:

United States Code (USC): <http://uscode.house.gov/download/download.shtml>

Code of Federal Regulations (CFR): <http://www.access.gpo.gov/nara/cfr/waisidxl>

Federal Register (FR): <http://www.gpoaccess.gov/fr/index.html>

Florida Statutes (FS):

<http://www.flsenate.gov/Statutes/index.cfm?Mode=View/o20Statutes&Submenu=1&Tab=statutes&CFID=58748799&CFTOKEN=44958627>

Executive Orders (EO): <http://www.archives.gov/federal-register/executiveorders/disposition.html>

Office of Management and Budget (OMS):

<http://www.whitehouse.gov/omb/circulars/index.html>

Federal Information Processing Standards (FIPS):

<http://csrc.nist.gov/publications/PubsFIPS.html>

Title VI of the Civil Rights Act of 1964 (42USC §§ 2000d et seq.) and 15 CFR Part 8

Title X of the Education Amendments of 1972 (20USC §§ 1681 et seq.)

Rehabilitation Act of 1973, Section 504 as amended (29USC V 794) and 15 CFR Part 8b

Age Discrimination Act of 1975 as amended (42 USC §§ 6101 et seq) and 15 CFR Part 20

15 CFR Part 14, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit and Commercial Organizations

Americans with Disabilities Act of 1990 (42USC §§ 12101 et seq.)

EO 13166 (August 11, 2000) Improving Access to Services for Persons with Limited English Proficiency, and 68 FR 14180 (March 24,2003)

Effect of Judgment Lien on Eligibility for Federal Grants, Loans or Programs (28USC § 3201 (e))

New Restrictions on Lobbying (31 USC § 1352 and 15 CFR Part 28)

Subpart C of 2 CFR Part 1326, "Governmentwide Debarment and Suspension (Nonprocurement)."

EO 12549, "Debarment and Suspension"

5 USC App.3 § 1 et seq (as amended) "Inspector General Act of 1978"

Drug-Free Workplace Act of 1988 (Public Law 100..690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41

U.S.C. § 702) and DoC implementing regulations published at 15 CFR Part 29,

"Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"

Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812),

False statements (18 U.S.C. §§ 287 and '1001),

False Claims Act (31 U.S.C. 3729 et seq.)

37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small business Firms Under Government Grants, Contracts and Cooperative Agreements"

CleaD Air Act (42 U.S.C. §§ 7401 et seq.)

Clean Water Act (33 U.S.C. §§1251 et seq.)

15 CFR Part 24, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

19. Agreement

The signatures below indicate agreement with the terms and conditions of this Agreement.

FOR: Vendor

Dawn Adams 6/21/17
Date
Dawn Adams, Chief Financial Officer
Jacksonville Regional Chamber of Commerce (JAXUSA Partnership)
3 Independent Drive
Jacksonville, FL 32202
(904) 366-6613

FOR: First Coast Workforce Development Inc., dba CareerSource Northeast Florida

Bruce Ferguson 6/28/17
Date
Bruce Ferguson, President & CEO
1845 Town Center Blvd., Suite 250
Fleming Island, Fl. 32003
(904) 213-3800 x 2003
(904) 272-8927
bferguson@careersourcenefl.com

**ADDENDUM TO VENDOR AGREEMENT
BY AND BETWEEN FIRST COAST WORKFORCE DEVELOPMENT Inc., (FCWD)
dba CAREERSOURCE NORTHEAST FLORIDA
AND
JACKSONVILLE REGIONAL CHAMBER OF COMMERCE**

This Addendum is part of the attached Vendor Agreement by and between First Coast Workforce Development Board, Inc. (FCWD) dba, CareerSource Northeast Florida and JACKSONVILLE REGIONAL CHAMBER OF COMMERCE(Contractor) for services described in the Vendor Agreement attached hereto. In consideration of the mutual covenant and stipulations set forth in the agreement and Addendum herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Contractor 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), 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: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. Contractor 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 subagreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Contractor 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 WIA, Contractor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) 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.
- 6) Section 188 of the Workforce Investment Act of 1998 (WIA), 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 WIA Title I financially assisted program or activity.
- 7) 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.
- 8) Equal Employment Opportunity (EEO): The Contractor 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 Contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.
- 9) Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I-financially assisted program or activity. Contractor 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, Contractor 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 Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Contractor 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

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form. XX See Appendix A to 29 CFR Part 95 and Appendix A to 45 CFR Part 74.13.

6. CONFIDENTIALITY

It is understood that the Contractor 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. Contractor 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 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 Contractor, 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

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

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 General of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor 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 Contractor's expense, at reasonable locations as determined by Client. Contractor 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

Contractor 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, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

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 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 287.07, 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. 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.

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 30 days prior written notice to the other party.

2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Vendor fails to provide any of the services it has contracted to provide; or
 - b. Vendor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the BOARD.
4. 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 First Coast Workforce Development, Inc., 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 the Board 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 Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

IN WITNESS WHEREOF, Contractor and Client have caused this Agreement to be duly executed as of the date set forth below.

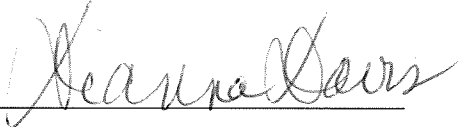
APPROVED BY: First Coast Workforce Development Board, Inc.


APPROVED BY: JACKSONVILLE REGIONAL CHAMBER OF COMMERCE

BY: 
 Bruce Ferguson, President & CEO

BY: 
 Dawn Adams, Chief Financial Officer

TINA Wirth
 Name Printed Authorized Contractor Representative

WITNESS: 

WITNESS: 

DATE 6/28/17

DATE 6/21/17

Username <input type="text"/>	Password <input type="password"/>	
Forgot Username?	Forgot Password?	Log In Create an Account

Search Results

Current Search Terms: jacksonville* regional* chamber* of commerce*

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No records found for current search.

Glossary

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- [Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search](#)
- [Filters](#)
- [By Record Status](#)
- [By Record Type](#)



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WWW5

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.