

Agreement Between

Citrus Levy Marion Regional Workforce Development Board, Inc. (CLMRWDB) d/b/a CareerSource Citrus Levy Marion

and

Powell & Jones, CPAs

This agreement is entered into between the Citrus Levy Marion Regional Workforce Development Board, Inc., d/b/a CareerSource Citrus Levy Marion and hereinafter referred to as "CSCLM" or "Grantee", and Powell & Jones, CPAs, hereinafter referred to as "Contractor", by which Contractor agrees to conduct joint financial auditing as required under the Workforce Innovation and Opportunity Act (WIOA).

WHEREAS, Contractor has entered into an agreement with CSCLM to work with CSCLM, the Executive Committee and Board of Directors.

WHEREAS, Contractor has agreed to provide financial auditing and financial statement preparation services.

WHEREAS, the Contractor will execute all applicable functions of financial auditing per standards established in Government Auditing Standards issued by the Comptroller General of the United States and the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Term.

The term of this Agreement begins upon the execution of this Agreement by all parties but no earlier than July 1, 2020 and ends June 30, 2021. CSCLM reserves the right to engage Contractor in other aspects related to the scope of work contained in this contract, pending negotiations acceptable to both CSCLM and Contractor. This contract is renewable for a period of four additional program years with final contract renewal ending June 30, 2025. This contract may be renewed annually at the discretion of CSCLM and Powell & Jones, CPAs.

2. Scope of Work.

Services to be rendered under this agreement include annual financial auditing procedures per standards established in Government Auditing Standards issued by the Comptroller General of the United States and the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

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Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and tax preparation services including completion of the organizational Tax Form 990.

3. Budget/Invoicing Schedule.

See Attachment A for the Budget Table. Payments will be made upon completion of services rendered per the budget table. The scope of work and overall cost of the contract may be altered only through modification of this agreement as agreed upon by CSCLM and Powell & Jones, CPAs. Contractor agrees to submit billing for all services rendered.

4. Contract Provisions:

<u>De-obligation of Funds</u>: If at any time State or Federal funds in support of this Agreement become unavailable, this Contract shall be terminated immediately upon written notice of such fact by CSCLM to the Contractor. In the event of termination, the Contractor shall be entitled to payment for approved incurred costs only to the extent that funds are made available to CSCLM to make such payments.

Access to Records: The Contractor agrees that the Comptroller General of the United States, the Secretary of Labor, CSCLM, or any of their duly authorized representatives shall have access to all records pertaining to the payments made to the Contractor under this Contract including any relevant financial records, supporting documentation, statistical records and all other pertinent records of the Contractor including transactions related to this Contract.

Retention of Records: The Contractor further agrees to retain such records for five years following the end of this agreement period. And further agrees that if any litigation, audit or claim remains unresolved at the expiration of the aforementioned period, then the records will be retained until all outstanding issues have been resolved.

<u>Hold Harmless</u>: The Contractor shall hold harmless CSCLM, its officers, agency employees, and funding sources from any and all liabilities and claims of any kind, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or the services of the Contractor, his agents, representatives or employees. The Contractor assumes responsibility for any adverse liabilities (including back pay judgments) emanating from any complaint or non-compliance or fraud and abuse found against the Contractor.

<u>Governmental Rules and Regulations</u>: The Contractor warrants the performance of all obligations specified in this Agreement in accordance with the terms and conditions of any and all Federal and State rules and regulations now existing or hereafter promulgated which are applicable to the performance of this Contract. Official publication of such rules and regulations shall be deemed to be sufficient notice.

Termination for Convenience: CSCLM or Contractor may terminate this agreement upon thirty (30) days written notice to the other party. In the event of a termination for convenience, CSCLM shall be responsible for any outstanding allowable costs incurred up through the date of receipt of the termination notice. The Contractor shall be responsible for their obligations up through the date of PY-20-LOA-01

receipt of notice of termination.

<u>Termination for Cause</u>: CSCLM may terminate immediately the whole or any part of this Contract if the Contractor fails to provide satisfactory services as stipulated in Section 2 of this agreement. If, through any cause, the Contractor fails to fulfill the obligations under this Agreement, or if the Contractor violates any covenants or stipulations of this Agreement, CSCLM shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination. The Contractor shall be entitled to receive payment only for approved costs incurred prior to the effective date of the termination.

<u>Termination for Non-Performance</u>: Failure to comply with any of the terms and conditions of this Contract shall constitute grounds for termination. This contract may be terminated for non-performance for either the Contractor or CSCLM, or following written notice to the other party. Such notice must be posted by the other party in writing and must specify and document the reason (s) for termination.

<u>Americans with Disabilities Act of 1992</u>: The Contractor shall ensure compliance with the Americans with Disabilities Act of 1992 which prohibits discrimination on the basis of a disability and promotes the integration of reasonable accommodations as a responsibility.

<u>Provision against Assignment</u>: The Contractor shall not assign or subcontract any interest in the Agreement without prior written consent of CSCLM.

Non-Discrimination: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, creed, disability, veteran status, or political affiliation. The Contractor agrees to comply with Public Law 97-300, Title VI and VII of the Civil Rights Act of 1964, as amended; Age Discrimination Act of 1975, as amended; Section 504 of the Rehabilitation Act of 1973 as amended by the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, as amended; Workforce Innovation and Opportunity Act (WIOA) 29 CFR 37, including the Nontraditional Employment for Women Act of 199I; and the Florida's Human Rights Act of 1977; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

As specified in the Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012, ARRA: It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC). It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

<u>Debarment, Suspension, Ineligibility and Voluntary Exclusion</u>: Contractor certifies that neither it nor its principals are presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Political, Sectarian and Lobbying Activity Prohibited: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office. None of the funds PY-20-LOA-01

provided under this agreement shall be used for publicity for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Florida.

<u>Disputes:</u> All disputes shall be resolved informally between the Contractor and CSCLM. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor (employer) to resolve disputes with Employees. If the Contractor has no internal grievance procedures, or if the dispute remains unresolved, the parties agree to participate in and be bound by the determinations resulting from CSCLM grievance and complaint procedures.

<u>Modifications</u>: This Agreement may be modified at any time by execution of a written signed modification by both parties.

Monitoring and Audits: The Contractor agrees that CSCLM and/or authorized local, State and Federal representatives have the right to monitor, audit, and review the progress of training and any documents and records pertaining to training for compliance with the terms of this contract.

Stevens Amendment: The CareerSource Citrus Levy Marion financial auditing activities are supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$8,700,000.00 with no percentage financed from non-governmental sources.

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CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Contractor <u>must</u> execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

SECTION I

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature Comp	Company Name			
Name of Official (Type or Print)	Business Address			
<u>/ルつつよりより</u> Date	City, State, Zip Code			

SECTION II

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name		Title or Position	Date of Filing
Signature		Company Name	
Name of Certifyi	ng Official	Business Address	
Date		City, State, Zip Code	

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
 - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
 - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

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CERTIFICATION REGARDING LOBBYING

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- If any other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification can 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 Section 1352, Title 31, US Code. 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.

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SWORN STATEMENT UNDER SECTION 287/133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida	
COUNTY OF Columbia	
Before me, the undersigned authority, personally appeared who, being by me first duly sworn, made the following statement:	CParl.1
1. The business address of Powell & Jones CPA's is 1359 50 Main Blue Cete City FL 3102	(Contractor)
2. My relationship to (Contractor) is Postular such as sole proprietor, partner, president, vice president).	(relationship

- 3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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- 5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- 6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the thinday of October , 20 20.

Notary Public

(affix seal)

My Commission Expires

ELAINE HUNDLEY
MY COMMISSION # GG 266155
EXPIRES: October 14, 2022
Bonded Thru Notary Public Underwriters

CERTIFICATION REGARDING NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCES

(29 CFR Part 37 and 45 CFR Part 80)

As a condition of the award of financial assistance from the Department of Labor under Title 1 of the WIOA, the CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which
 prohibits discrimination against all individuals in the United States on the basis of
 race, color, religion, sex, national origin, age, disability, political affiliation, or
 belief, and against beneficiaries on the basis of either citizenship/status as a
 lawfully admitted immigrant authorized to work in the United States or
 participation in any WIOA Title I B financially assisted program or activity;
- 2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- 3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The CONTRACTOR also assures that it will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to the CONTRACTOR'S operation of the WIOA Title I – financially assisted program or activity, and to all agreements the CONTRACTOR makes to carry out the WIOA Title I – financially assisted program or activity. The Contractor understands that Grantee and the United States has the right to seek judicial enforcement of the assurance.

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CERTIFICATION OF ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE CONTRACTOR HEREBY AGREES THAT IT WILL COMPLY WITH:

- 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- 3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
- 4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The CONTRACTOR agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure

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is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant/Recipient for the period during which it retains ownership or possession of the property. The Applicant/Recipient further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

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Certification of Compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(2 CFR 180.220(b) and 29 CFR 95 Appendix A(1))

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

- 1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training:
- viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- 2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers, or access to computers, that can access the

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electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

- 5. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.
- 6. The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or Contractor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- 7. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

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Additional Certifications Applicable to this Contractor/Contract The contractor assures compliance with each of the additional required certifications

1. Trafficking Victims Protection Act of 2000: RWBs must include the requirements shown below in any grant you make to a private entity.

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- I. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- II. Procure a commercial sex act during the period of time that the award is in effect; or
- III. Use forced labor in the performance of the award or subawards under the award.
- 2. Veteran's Priority of Service Provisions: Contractor agrees to be governed by the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires that priority of service be provided to veterans and spouses of certain service members and veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.
- 3. Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- 4. Environmental Tobacco Smoke. In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994," smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal Programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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5. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.

The person or persons whose signature(s) appear(s) below is/are authorized to agree to and sign these assurances, and commit the CONTRACTOR to all of the above provisions.

Name of Contractor

Street

Calk City, State, ZIP Code

SIGNATURE PAGE

The signing parties hereto have caused this Agreement to be executed by their duly authorized representatives. The signing parties agree to comply with all the terms and provisions of this agreement, including any and all attachments. This agreement will remain in effect unless terminated in writing by representatives of CSCLM or Purvis Gray & Company.

Approved for Citrus Levy Marion Regional Workforce Development Board, Inc.:

Signed: Signed: Signed: Signed: Name: Kim Baxley

Name: Kim Baxley

Title: Board Chair

Date: Dat

CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. If you need accommodations, please call 800 434-5627, ext. 7878 or e-mail accommodations@careersourceclm.com

Please make request at least three business days in advance. A proud member of the American Job Center network.

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Attachment A

Budget Table

The total cost of the scope of this agreement is not to exceed \$16,500.00 per program year. Changes in costs are negotiable. All negotiations must occur at least 30 days prior to engagement.

OTHER INFORMATION CAREERSOURCE CITRUS LEVY MARION AND CAREERSOURCE NORTH FLORIDA SCHEDULE OF PROFESSIONAL FEES AND EXPENSES Powell & Jones, CPAs

Based upon the Specific Audit Approach on pages 30-32, we offer the following proposed audit fees:

CAREERSOURCE CITRUS LEVY MARION		Quoted Hourly		Fiscal Year Ended	
June 30, 2020	Hours		Rates	6	-30-20
Partners	105	\$	105	\$	11,025
Seniors	50	\$	90		4,500
Associates	47	\$	85		3,995
Clerical	5	\$	40		200
Travel (included) Total fees/hours	207		N/A		19,720
Preparation of Form 990 (included)	201				10,720
Joint proposal savings 16%				_	(3,220)
				<u> </u>	16,500

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