

Retirement Plan Investment Advisory Agreement



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Winter Park, FL 32789
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alive@chepenikfinancial.com

Investment advice offered through:



Resources Investment Advisors

Resources Investment Advisors, Inc.
11221 Roe Avenue, Suite 200
Leawood, Kansas 66211
913-345-0440 (telephone)
913-345-2608 (fax)

AGREEMENT

This Retirement Plan Investment Advisory Agreement ("Agreement") is effective as of July 1, 2015 ("Effective Date") by and between the entity listed on the Client Information Form as the "Plan Sponsor" ("Client") and Resources Investment Advisors, Inc. ("RIA"), an SEC-registered investment advisory firm, with services provided through the Investment Adviser Representative designated on the Signature Page. Client understands the Investment Adviser Representative is a registered adviser of RIA and an employee of Chepenik Management, Inc. (d/b/a "Chepenik Financial").

I. PROVISION OF SERVICES BY RIA:

In exchange for its receipt of the compensation specified in Schedule B, RIA agrees to perform those services specifically selected on Schedule A ("the Services") on behalf of each retirement plan(s) listed on the Client Information Form (collectively referred to as "the Plan") pursuant to the terms and conditions set forth in this Agreement.

II. TERMS AND CONDITIONS

1. Limitations on Services Provided. Neither RIA nor any "person associated with" RIA, as that term is defined in Section 202(a)(17) of the Investment Advisers Act of 1940, shall:
 - a. have any responsibility under this Agreement to perform any duties beyond those necessary to provide the Services.
 - b. have the authority to take custody or possession of any of the Plan's assets.
 - c. act as or assume any duties as the Plan's trustee, including without limitation, having final responsibility for making any decision regarding the Plan's compliance with ERISA, any other applicable law, or the Plan's governing documents.
 - d. provide any advice or exercise any authority over the decision to include any of Client's capital stock as an investment option under Plan. In addition, if participants in the Plan may invest the assets in their accounts through individual brokerage accounts, a mutual fund window, or other similar arrangement, or may obtain participant loans, RIA assumes no obligation under this Agreement to provide any individualized advice or recommendations to the participant regarding their decisions.
 - e. provide legal or tax advice to Client or the Plan.
 - f. take any action or render any advice with respect to the voting of any proxies, unless otherwise required by law.
2. Client's Representations, Warranties and Disclosures. As a condition of RIA entering into this Agreement, Client hereby represents that:
 - a. Client understands the Plan and/or its participants are assuming the market risk involved in their investments and that: (i) investments fluctuate in value and may be greater or lesser than the original cost when sold; (ii) past investment performance does not guarantee any level of future investment performance; and (iii) RIA does not warrant or guarantee any level of performance by any of the investments offered under the Plan or that any investment strategy will be profitable over time.
 - b. Client understands that nothing in this Agreement shall be deemed to impose on RIA, its representatives, or its affiliates any obligation to provide the Services offered under this Agreement in the same manner or at the same time as they may provide similar services to any of their other clients.
 - c. Client has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals, or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement. In addition, Client represents its engagement of RIA, as well as any instructions it provides to RIA with regard to the Plan, are consistent with applicable plan and trust documents.
 - d. Client will provide RIA with copies of the Plan and the trust documents, including any and all amendments thereto, pursuant to which the Plan and trust will be administered, as well as copies of any subsequent amendments or restatements of those documents. Client represents and warrants that such documents have received favorable determination letters from the Internal Revenue Service that they meet the qualification requirements of the Code and regulations thereunder.

- e. All information provided to RIA – whether by Client or any third party that provides information regarding the Plan - to enable it to perform its services shall be true, correct, and complete in all material respects. Client agrees to promptly notify RIA in writing of any material change in the information provided to RIA and to promptly provide any such additional information as may be reasonably requested.
 - f. Client authorizes RIA to communicate with, and obtain information from, financial organizations, financial professionals, and other vendors working with Client or with RIA in providing the Services, pursuant to RIA's Privacy Policy. In addition, Client authorizes RIA to publicize the fact Client is a customer of RIA in any medium so long as RIA does not disclose any confidential information regarding the operation of the Plan, its holdings, or any information regarding individual participants of the Plan.
 - g. Client acknowledges it has made an independent determination that the fees payable pursuant to this Agreement are reasonable and represents that, should any payment be made from the assets of a Plan governed by ERISA, Client has made a determination that such a payment is not a settlor expense and can be made from Plan assets.
3. RIA's Representations, Warranties and Disclosures. As a condition of Client entering into this Agreement, RIA hereby represents that:
 - a. RIA is properly registered or authorized to provide the Services in the Plan's state of domicile and shall maintain such registration or authorization through the term of this Agreement. In addition, all personnel assigned by RIA to render the Services hereunder shall be appropriately licensed as required by law.
 - b. RIA has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals, or consents that must be obtained by them from any third party, including any governmental authority, in connection with this Agreement.
4. Limits on Liability.
 - a. It is agreed that, to the extent permitted under applicable law, no party (including its employees and agents) shall be liable for any exemplary or consequential damages arising pursuant to this Agreement.
 - b. RIA shall have no liability for any loss resulting from the insolvency of the Plan's custodian or any acts of the custodian's agents or employees. In addition, RIA shall have no liability for any loss resulting from any decision or policies instituted by the Plan, or services provided to the Plan by any other service providers, prior to the Effective Date.
 - c. Client shall indemnify RIA, and each of its current or future subsidiaries, affiliates, shareholders, directors, officers, employees, agents or other representatives, and hold each of them harmless from and against any and all claims, losses, expenses, liabilities, demands, obligations, costs, attorney fees, or damages of every kind and character without limitation arising out of, or connected with, any breach of Client's representations and warranties under subsection II.2. In addition, Client shall provide the same indemnification for any action it takes, or fails to take, that did not arise from the Services provided by RIA under this Agreement or which was contrary to the recommendations made by RIA.
 - d. RIA shall indemnify Client and each of its current or future subsidiaries, affiliates, shareholders, directors, officers, employees, agents or other representatives, and hold each of them harmless from and against any and all claims, losses, expenses, liabilities, demands, obligations, costs, attorney fees, or damages of every kind and character without limitation arising out of or connected with any breach of RIA's representations and warranties under subsection II.3.
5. Termination. Except as set forth in subsection II.7., below, this Agreement shall remain effective until either party shall give the other at least thirty (30) days' written notice of its intent to terminate. In the event this Agreement is terminated, Client will be required to pay a prorated portion of any unpaid compensation owed from the last billing period to the termination date. Client acknowledges that, upon termination of this Agreement, RIA will have no continuing duty to provide the Services and that the circumstances pursuant to which RIA provided the Services will change. As a result, Client agrees that, upon the termination of this Agreement, RIA will cease to have any responsibility for the ongoing operation of the Plan - regardless of whether the Plan continues to be operated consistent with the Services previously provided by RIA.
6. General Provisions.
 - a. *Entire Agreement.* This Agreement constitutes the entire understanding between the parties with respect to the matters set forth herein, and each party acknowledges and agrees that no representations, warranties, inducements, or promises other than those set forth herein have been made by any party to the other.

- b. *Amendments.* No modifications, amendments or attempted waiver of any provisions of this Agreement shall be valid unless in writing and signed by both parties.
 - c. *ERISA §408(b)(2) Disclosures & Fiduciary Status.* Client is a “responsible plan fiduciary” and, thus, RIA will be required to make certain disclosures to it pursuant to ERISA Reg. §2550.408b-2, including those made in this Agreement. RIA acknowledges that, for any actions it undertakes in providing investment advice to the Plan for compensation, it will be deemed to be acting in a fiduciary capacity pursuant to ERISA §3(21)(A)(ii) and shall be held to the requirements imposed on a plan fiduciary under ERISA, as well as those imposed upon an investment adviser under the Investment Advisers Act of 1940. RIA further represents it does not provide services as a fiduciary to any investment provider or entity that holds the Plan’s assets; nor does it perform recordkeeping or brokerage services to the Plan.
 - d. *Waiver of Limitation.* Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client or Plan or any other party may have under ERISA or federal or state securities laws.
 - e. *Nonassignability; Binding Effect.* No assignment of this Agreement shall be made without the consent of both parties. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
 - f. *Electronic Delivery of Notices.* Any notice, advice or report to be given to RIA under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid), or sent by facsimile transmission (with a hard copy sent by U.S. mail) to RIA Companies Financial Services, 11221 Roe Ave., Suite 200, Leawood, Kansas 66211 or at such other address as RIA may designate in writing. Any notice, advice or report given to Client under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid), or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Client at the address set forth in the Client Profile or at such other address as Client may designate in writing. In addition, Client authorizes RIA to deliver, and Client agrees to accept, all required regulatory notices and disclosures, including applicable disclosure documents and disclosures required under ERISA Reg. §408(b)(2), via electronic mail and/or via RIA’s websites, as well as all other correspondence from RIA. This shall include, but not be limited to, RIA’s delivery of the Disclosure Document, referenced below, as well as any updates to its Privacy Policy. RIA will be deemed to have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client’s last provided email address (or upon advising Client via email that such document is available on its web site).
 - g. *Advice of Counsel.* Each party represents and warrants that in executing this Agreement it has had the opportunity to obtain independent accounting, financial, investment, legal, tax, and other appropriate advice and that it has carefully read and fully understands the terms and consequences of this Agreement. Each party represents and warrants that its execution of this Agreement is free and voluntary.
 - h. *Severability.* If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.
 - i. *Interpretation.* This Agreement shall be construed in accordance with its fair meaning as if prepared by all parties hereto and shall not be interpreted against either party on the basis that it was prepared by one party or the other. The captions, headings, and subheadings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions thereof. Words used herein in the singular shall include the plural, and words used in the plural shall include the singular, wherever the context so reasonably requires.
7. Receipt of Firm Brochure. Client hereby acknowledges delivery and receipt of RIA’s Form ADV and that, if it did not receive that document at least forty-eight (48) hours prior to execution of this Agreement, it may cancel this Agreement by giving written notice to RIA within five (5) days of execution.
8. Disclosure of Potential Conflicts. Certain individuals are registered with RIA as investment advisor representatives but employed by a third-party financial services firm. In that event, the investment advisor representative will be acting as an independent contractor, and as not an employee, of RIA. However, RIA will be responsible for monitoring and supervising any investment advisory or management services the investment advisor representative may provide to RIA’s clients. Investment advisor representatives registered with RIA may also be affiliated with LPL Financial, or another FINRA member broker-dealer, as registered representatives. However, RIA’s investment advisor representatives are not permitted to receive any compensation from the broker-dealer or any investment product providers as a result of any services provided or investment products sold to the Plan. Instead, the only compensation the investment advisor representative may receive as a result of the Services is a percentage of the management fee payable to RIA under this Agreement.

RIA does not receive any direct or indirect compensation from product providers for the investment products it recommends, except to the extent those sources are used to pay the compensation due under this Agreement or to cover expenses incurred by RIA's employees and agents to attend industry and educational events, as well as to learn about the provider's products and to host client events. (RIA maintains a register of such payments and will make this information available to Client upon request.) Therefore, the only revenue RIA derives from its provision of Services under this Agreement are the fees specified herein, and RIA believes its investment recommendations are free from conflict.

RIA may work with third party marketing firms ("solicitors") who will refer potential clients for consideration. These solicitors may include entities that already provide non-fiduciary services to the Client. RIA may have a duty to compensate these solicitors pursuant to a separate Solicitor's Agreement. If RIA is utilizing the services of a solicitor with regard to this Agreement, the solicitor shall be required to provide Client with a Solicitor's Disclosure Statement that will specify the compensation RIA will owe to the solicitor.

SCHEDULE A**SCHEDULE OF SERVICES TO BE PROVIDED**

Check each Service to be provided pursuant to this Agreement:

- ☒ **Preparation of Investment Policy Statement.** RIA will develop an investment policy statement ("IPS") based upon consultation with Client to ascertain Client's investment objectives, policies, and constraints. The IPS will establish the investment policies and objectives for the Plan and shall set forth the number of general investment options and asset class categories to be offered under the Plan.
- ☒ **Investment Advice.** RIA will recommend, for adoption by the Plan, the specific investments to be held by the Plan, or in a participant-directed plan to be offered as investment options under the Plan, consistent with the policies outlined in the IPS. For participant-directed plans, RIA will recommend a "broad range" of investment options intended to achieve compliance with ERISA §404(c). RIA will also assist the Plan in implementing any investment decisions it shall adopt.
- ☒ **Performance Monitoring and Reporting of Investments.** RIA will monitor Plan's investments according to the guidelines outlined in the IPS and, when applicable, the continued compliance of the Plan's investments with the "broad range" requirement under ERISA §404(c). RIA will also prepare performance reports based upon information derived from statements provided by Client and/or the Plan's recordkeeper.
- ☒ **Selection of Qualified Default Investment Alternative.** If Client determines the Plan should have a qualified default investment alternative ("QDIA") for participants who are automatically enrolled in the Plan or who otherwise fail to make an investment election and decides upon the type of investment to serve as the QDIA (e.g., target date fund, balanced fund, or managed account), then RIA will select the investment to serve as the QDIA consistent with the IPS.
- ☒ **Request for Proposals/Plan Vendor Search.** RIA will manage the preparation, distribution, evaluation of requests for proposal of potential Plan vendors who provide services, as well as interviewing the finalists and providing support services for the conversion to the selected vendor.
- ☒ **Education Services to Plan Fiduciaries.** At times mutually agreed to by the parties, RIA will provide educational training, including guidance as to fiduciary responsibilities, for the Plan's fiduciaries, including members of the committee to whom investment authority has been delegated. RIA will conduct these meetings: ☒ annually ☐ semi-annually ☐ quarterly ☐ .
- ☒ **Participant Investment Education Services.** RIA will assist Client in the education of the participants in the Plan about general investment principles and the investment alternatives available under the Plan at such times and under such terms as the parties may agree from time-to-time. RIA will conduct these meetings: ☒ annually ☐ semi-annually ☐ quarterly ☐ .

Client understands RIA's assistance in participant investment education shall be consistent with and within the scope of DOL Interpretive Bulletin 96-1 (i.e., the definition of investment education). RIA may provide generic asset allocation and investment guidance to participants in connection with the provision of participant enrollment and education services. In providing such asset allocation and investment guidance, RIA assumes no responsibility under this Agreement to provide ongoing "investment advice" within the meaning applied to such term under ERISA §3(21)(A)(ii) to any participant, except where such services have been separately contracted for and pursuant to the terms of a written agreement entered into directly with a participant.

- ☒ **Participant Enrollment Services.** RIA will assist Client in enrolling participants in the Plan, including conducting enrollment meetings designed to increase retirement plan participation among employees at such times and under such terms as the parties may agree from time-to-time. RIA will conduct these meetings: ☒ annually ☐ semi-annually ☐ quarterly ☐ .
- ☐ **Additional Services.** ____

ADDITIONAL SERVICES OFFERED BY RIA AND/OR ITS AFFILIATED COMPANIES

RIA is pleased to offer its retirement plan clients the following additional services. These services may be provided by RIA or Retirement Plan Administration, Inc., a third-party administration company. Because these services are not directly related to RIA's provision of investment advice and may constitute settlor expenses that cannot be paid for from the Plan's assets, they will be provided pursuant to a separate agreement and separate fee.

Additional Services that Will Be Billed on an Hourly Rate

(The following services are typically billed at \$150 per hour. An estimated cost will be quoted upon request.)

Plan Design Analysis: RIA will perform an analysis of plan design features based on information provided by Client.

Voluntary Corrections/QNEC: RIA will work with Client in the preparation, submission, and negotiation of formal corrections under the IRS and DOL programs.

DOL Audit Assistance: RIA will assist Client with audits from regulatory authorities. RIA will prepare a fiduciary file and online file cabinet the DOL's agent can access off site from Client's location. RIA will assist Client in tracking and providing access to documents requested by the DOL.

Assistance with Annual Audit (large plan filers only): RIA will assist Client with answering audit questions and acting as a resource for providing auditor with plan related data.

Year-End Compliance Assistance: RIA will assist Client with reviewing testing compliance and filings for the retirement plan. Also includes reviewing regulatory notices.

Plan Termination: RIA will assist Client with the termination process for a qualified plan.

Additional Services that Will Be Billed by Project

404(c) Audit: RIA will assist Client in performing an audit of their plan for compliance with ERISA 404(c) but shall have no responsibilities with respect to operational compliance by the plan with 404(c).
(Cost quoted upon request.)

Fee Analysis and Fee Benchmarking: RIA will analyze the Plan's total plan costs and comparison with industry benchmarks.
(Cost quoted upon request.)

Plan Demographics Benchmarking: RIA will compare of the Plan's current design, practices, with industry benchmarks.
(Cost quoted upon request.)

Additional Education Meeting: RIA will provide additional on-site meeting, including presenter and participant materials.
(Cost \$1,000 per day plus travel expenses.)

Administrative Services

Mailing for Notices: Compilation of mailing list, envelopes, processing, and postage for individualized mailings.
(Cost \$2.00 per piece.)

SCHEDULE B**FEE SCHEDULE**

1. **Advisory Fee.** In exchange for its provision of the Services, the parties agree RIA shall be entitled to an advisory fee equal to:

☐ **Fee for service of** _____ basis points ("bps") of the total assets within the Plan.

☐ **Tiered fee for service** based upon the following percentage of the total assets within the Plan:

<u>Value of Plan Assets</u>			<u>Fee</u>
	\$0 -	\$	bps
\$	-	\$	bps
\$	-	\$	bps
\$	-	\$	bps

☒ **Annual flat fee** of \$15,000 .

The value of total assets within the Plan will be as calculated by the Plan's custodian or recordkeeper at the end of each "Payment Period," which shall be each:

☐ Month ☒ Calendar Quarter ☐ Other

Client understands and agrees that, if the advisory fee is charged as a percentage of Plan assets, the percentage is applicable to the total assets for each "Payment Period" and not the average assets within the Plan with a year.

2. **Terms of Payment.** While Client shall be ultimately liable for the compensation due to RIA under this Agreement, it may instruct the Plan's custodian or recordkeeper to automatically deduct the advisory fee and remit that amount directly to RIA on its behalf. The advisory fee shall be paid each Payment Period:

☐ By the Custodian from Plan assets ☒ By Client directly

☐ In advance ☒ In arrears

3. **Additional Fees.** Client and/or the participants in the Plan may incur certain charges imposed by third parties in addition to the advisory fees described herein. Such charges include, but are not limited to, custodial fees; brokerage commissions; transaction fees; charges imposed directly by a mutual fund, index fund, or exchange traded fund selected as an investment; wire transfer fees; and other fees and taxes on brokerage accounts and securities transactions.

CLIENT INFORMATION FORM**Information Regarding the Plan Sponsor**CareerSource Central Florida
Plan Sponsor ("Client")Jason Chepenik
Broker390 N. Orange Ave., Suite 700
AddressOrlando
CityFL
State32801
Zip Code407-531-1222
Phone Number407-210-7700
Fax Numbercareersourcecf.com
Website59-3396497
Federal Tax ID NumberAnn Beecham, ext. 2010
Contact Person-Phone Number/Extension**Information Regarding the Plan Sponsor's Retirement Plan(s)**CareerSource Central Florida 403(b) Plan
Plan 1 Name403(b)
Plan Type (401(k), 403(b), Profit Sharing Plan, etc.)59-3396497
Federal Tax ID Number214
Number of Participants (approx.)3,658,000
Value of Plan Assets (approx.)OneAmerica
Record Keeper

Plan 2 Name

Plan Type (401(k), 403(b), Profit Sharing Plan, etc.)

Federal Tax ID Number

Number of Participants (approx.)

Value of Plan Assets (approx.)

Record Keeper

Plan 3 Name

Plan Type (401(k), 403(b), Profit Sharing Plan, etc.)

Federal Tax ID Number

Number of Participants (approx.)

Value of Plan Assets (approx.)

Record Keeper

(Additional retirement plans may be added by endorsement, if necessary.)

Information Regarding the Retirement Plans' Administrators and TrusteesPam Nabors
Plan Administrator (Name)President/CEO
Title407-531-1222
Phone Numberpnabors@careersourcecf.com
Email AddressLeo Alvarez
Plan Administrator (Name)Assistant CFO
Title407-531-1204
Phone Numberlalvarez@careersourcecf.com
Email AddressAnn Beecham
Plan Administrator (Name)Human Resources Director
Title407-531-1222
Phone Numberabeecham@careersourcecf.com
Email Address

Corporate Trustee/Third Party Administrator

Address

City

State

Zip Code

Phone Number

Fax Number

Website

SIGNATURE PAGE

By their signatures, below, the parties hereby indicate their acceptance of the terms and conditions set forth in this Agreement, including Schedules A and B and the Client Information Form. Each person signing this Agreement on behalf of Client represents and warrants: (i) he or she is a responsible plan fiduciary with full authority to act on behalf of Client and Plan; (ii) he or she has the power and authority to enter into a relationship with RIA on the Plan's behalf; (iii) he or she will inform RIA, in writing, of any amendments to the Plan or any other event which could alter the representations and warranties stated herein; and (iv) that all of the information it has provided as a part of this Agreement is true, correct, and complete in all respects.

For Client:

Signature of Responsible Plan Fiduciary or Trustee: _____

Printed Name: _____

Date: _____

Signature of Responsible Plan Fiduciary or Trustee: _____

Printed Name: _____

Date: _____

For RIA:

Signature of Investment Advisor Representative: _____

Printed Name: _____

Date: _____

Contractor General Provisions, Certifications and Assurances

CareerSource Central Florida will not award a contract where the contractor has failed to accept the General Provisions, Certifications and Assurances contained in this section. This contract addendum ensures the inclusion and acknowledgement of the required Federal and State contracting and purchasing requirements which must be included in Workforce Board of Central Florida, d/b/a CareerSource Central Florida's (CareerSource) vendor agreements. This addendum will not extend the contract period or increase the contract amount described in the original agreement. CareerSource Central Florida is required to provide its vendors with the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained.

This Addendum is part of the attached Agreement by and between CareerSource Central Florida (CareerSource) and Resources Investment Advisors, Inc. ("RIA") (Contractor) for services described in the Retirement Plan Investment Advisory Agreement identified by CSCF Contract #FIN RBS 15-16-00 effective July 1, 2015, attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Addendum herein, the parties hereby

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 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 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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 CareerSource under Title I of the WIOA, 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 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 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 WIOA 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

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 Contractor 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.

6. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource 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 CareerSource for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource 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 CareerSource. 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 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 CareerSource, 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, 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 CareerSource. 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 CareerSource.

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 .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 287.0t7, 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

Contractor 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.) 103-277, 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 60 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 Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, 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:
CAREERSOURCE CENTRAL FLORIDA

BY: Pamela Nabors
Pamela Nabors, CEO and President

Witness: [Signature]

Date: 8-4-15

APPROVED BY:
RESOURCE INVESTMENT ADVISORS, INC.

BY: [Signature]
Investment Advisor Representative

Witness: [Signature]

Date: 8/7/15