

Workforce Investment Act Youth Grants
General Provisions

Updated 3/1/02

Assurances & Certifications

The SUBRECIPIENT assures and certifies that:

The Act

1. It will comply with the requirements of the Workforce Investment Act (WIA), (Public Law 105-220) hereinafter referred to as the ACT, and the regulations (Title 20 CFR Part 652, et al. Final Rule) and policies promulgated thereunder
. This designation is subject to change as a result of any changes in the Act or conditions in any other legislation, which may be passed, which governs the designation of program operations under the Act or any legislation, which may replace the Act.

Administrative

2. It will comply with administrative and program policies issued pursuant to Governor's Workforce Development Directives and any additional administrative provisions of the Local and State Workforce Investment Board (WIB), as applicable.

Amendments

3. If the regulations promulgated pursuant to the act are amended or revised, the SUBRECIPIENT shall comply with them or notify Jefferson County, AL within thirty (30) days after promulgation of the amendments or revisions that it cannot so conform.

Agreements

4. The Signature Sheet, Contract Summary, Statement of Work, Budget Sheet, Certifications Regarding Debarment and Lobbying, and these General Provisions from this agreement. This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral; provided however, the warranty given by the SUBRECIPIENT, with respect to all representations, statements, writings and proposals,

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which form the basis for negotiations or considerations resulting in this agreement shall remain valid and binding.

Legal Capacity

5. It possesses legal authority to participate in this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBRECIPIENT's governing body, authorizing the person identified as the SUBRECIPIENT's official representative to act in the connection with the agreement and to provide such additional information as may be required.

Compliance with Other Laws

6. The SUBRECIPIENT shall comply with all applicable orders, and codes of the Federal, State, and local governments as they pertain to this agreement. Further, it certifies that performance under this agreement shall be in compliance with the Act, and rules/regulations promulgated under the Act.

Grievance Procedures

7. It will establish grievance procedures agreeable to Jefferson County, AL. It will ensure that any of its subcontractors which are employers of participants will maintain grievance procedures relating to the terms and conditions of employment, which allow for, at complainant's request, a review of the employer's decision by Jefferson County, AL.

Nondiscrimination/ Equal Opportunity

8. As a condition of the award of financial assistance under WIA from the Department of Labor, the SUBRECIPIENT assures, with respect to operation of the specific program or activity and all agreements or arrangements to carry out the funded program or activity, that it will comply fully with all applicable federal statutes which are included in the executed agreement. That it will comply fully with the nondiscrimination and equal opportunity provision of the WIA, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; with the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.

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Political Activity

9. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
10. It will comply with the requirements of the Act that no program under the Act shall involve political activities.

Records

11. It shall establish and maintain records on each employee and participant in each activity reflecting names, addresses, duties, wages/salaries, dates of employment/enrollment, time and attendance and termination dates. It further understands that such particular records and financial records – except for non-consumable personal property – shall be retained for a period of six (6) years from the date of submittal to Jefferson County its final expenditure report for that funding period or until any pending matters are closed. Records for non-consumable personal property shall be retained for three (3) years from the date of final disposition of said property. If any litigation, audit, or claim has been initiated, all above noted records must be retained until final resolution is made.

Access to Records

12. It will give the awarding agency (Jefferson County, AL) the U.S. Department of Labor (including the Department of Labor's Office of the Inspector General), and the Comptroller General of the United States, or any of their authorized representatives, the right of timely and reasonable access to any books, documents, papers, computer records, or other records pertinent to the agreement in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents. This right also includes timely and reasonable access to SUBRECIPIENT personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.

Sectarian

13. Participants shall not be employed on the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction or as a place of religious worship.

Safety

14. Appropriate standards for health and safety in work and training situations will be maintained. It further understands that it is to be responsible for initiating,

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maintaining and supervising all health and safety standards and precautions in connection with the work and training situations.

Conditions of Employment

15. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants and/or employees.

Workers' Compensation

16. The SUBRECIPIENT will provide workers' compensation or insurance for injuries suffered by participants enrolled in its programs, or others as specifically noted elsewhere in this agreement.

Maintenance of Effort

17. The SUBRECIPIENT funded by this agreement will adhere to the following requirement.
- A. No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits.)
 - B. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this Act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
 - C. No participant shall be employed or job opening filled, (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Act.

Training Objectives

18. Training and related services, to the extent practicable, will be consistent with every participant's fullest capabilities and lead to unsubsidized employment opportunities, which will enable participant to become economically self sufficient.

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Work to Perform

19. The SUBRECIPIENT shall in a satisfactory manner to be determined by Jefferson County, AL comply with all program activities described in the Statement of Work and other sections of this agreement. The SUBRECIPIENT acknowledges and understands that DOL, Jefferson County, AL and the local WIB shall supervise, evaluate and provide policy guidance and direction to the SUBRECIPIENT in the conduct of all activities authorized under this agreement.

Use of Funds Supplanting

20. Funds will only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.

Schedule of Payments

21. Subject to the receipt of WIA funds from the Governor of the State of Alabama and satisfactory performance, Jefferson County, AL agrees to reimburse the SUBRECIPIENT for all expenses authorized in the Budget Section of this agreement.
The SUBRECIPIENT shall submit a "Requisition for Payment" on the forms supplied by Jefferson County at a minimum of once a month and not to exceed ninety (90) days from last request for reimbursement in order to receive reimbursement on accrued/actual expenditures. Failure to submit a timely "Requisition for Payment" could lead to cancellation of SUBRECIPIENT'S contract in Subsection 37B of the Assurances and Certifications. All requests for payment pursuant to this agreement must be supported by proper documentation for those expenditures incurred prior to midnight of the termination/completion date contained in Paragraph B on the Signature Sheet of this agreement; unless, said date shall be either extended or retracted in writing and incorporated into this agreement in the form of a modification, whereupon said expenditures shall be incurred prior to midnight of the modified termination/completion date.

Any funds not expended at the termination of this agreement, or profit incurred in contracts with non-profit agencies, will revert to, or be recovered by Jefferson County. Profit will be determined by a detailed financial audit by Jefferson County or its auditing firm. The contracting agency named herein will maintain in its files detailed documentation of all program expenditures.

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Reports

22. The SUBRECIPIENT will submit financial reports as required by Jefferson County and will maintain records and provide access to them as necessary for Jefferson County's review to assure that funds are being expended in accordance with the stated purposes, objectives and provisions of this agreement including the maintenance of records to assist Jefferson County in determining the extent which the program meets the stated goals and objectives.

Participant Selection

23. All participants enrolled in programs funded by this agreement will be enrolled only after certification of eligibility criteria and an objective assessment by the case manager indicated appropriateness of the training. IT is further understood that intentional noncompliance with this section by the SUBRECIPIENT will result in disallowed costs to the grant which shall be borne by the SUBRECIPIENT.

Performance

24. Performance will be in accordance with the agreement and within the period as prescribed herein. The SUBRECIPIENT further assures that it will comply with applicable laws, ordinances, charters, and regulations embraced in this agreement. By executing the agreement, the SUBRECIPIENT represents that it has familiarized itself with all applicable laws, ordinances, charters, and regulations embraced by or referred to in this agreement.

Acceptability

25. The work is to be done to the satisfaction of Jefferson County, AL or its Designee; Jefferson County will interpret all reports and will decide the acceptability and progress of work; and will interpret the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this agreement; Jefferson County will be the sole judge of the validity and the acceptability of claims, if any, made by the SUBRECIPIENT and Jefferson County's decisions will be final, conclusive and binding on the parties concerned.

Indemnification

26. To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the governing body of Jefferson County, Alabama; and their respective officers, agents, employees and representatives, from the against liability, claims, damages, losses, costs and expenses, including but not limited to attorney's fees,

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for or on account of any claims, suits, or damages of any character whatsoever, which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or part to any negligent or willful act or omission of any officer, employee, agent or representative of the SUBRECIPIENT.

Contingency

27. SUBRECIPIENT hereby acknowledges and agrees that all funding is contingent on the availability of Federal Funds and continued federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization. Unearned payments under this agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the U.S. Department of Labor and/or Jefferson County, AL at any time.

Bank Account

28. It shall maintain all Act monies from this agreement in a bank account having insurance coverage by the Federal Deposit/Insurance Corporation (FDIC) or similar coverage used by other banking institutions.

Bonding

29. The SUBRECIPIENT assures that all person handling funds received or disbursed under the agreement are covered by fidelity bond in an amount equal to the maximum contractual award, or \$100,000 whichever is less. Jefferson County shall have the right to require the SUBRECIPIENT to furnish additional bonds covering the faithful performance of this agreement and all obligations arising thereunder if and as required by law.

Procurements And Property

30. The SUBRECIPIENT shall have written procedures for procurement transactions. These should utilize procedures that comply with the requirements noted at 29 CFR 97.36 and those details prescribed in the statewide WIA Procurement Standards Manual. Procurements of consumable supplies or materials, equipment, and services made pursuant to this agreement shall be made by purchase order or written contract.

The SUBRECIPIENT shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to the following: Rationale for the method of procurement, the

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selection of contract type, SUBRECIPIENT or vendor selection or rejection, and the basis for the contract type.

Ownership/Title to all property purchased with grant funds shall be vested in Jefferson County, AL. Title to property acquired or produced by a subcontractor that is a commercial organization shall vest in Jefferson County, AL. Jefferson County retains the right to retake the property under the following conditions prior to the termination of the agreement:

1. The property is no longer needed to fulfill obligations of the agreement.
2. The property has been used by the SUBRECIPIENT for purposes other than those authorized in writing by Jefferson County, AL.

The use of property procured by SUBRECIPIENT with WIA funds, or loaned to the SUBRECIPIENT by Jefferson County, AL is restricted to the duration of the agreement and for uses specified in the agreement. The property shall only be utilized for purposes authorized by the Act.

Subcontractors

31. The SUBRECIPIENT agrees that a subcontractor is a person or entity who has a direct or indirect contract with the SUBRECIPIENT to perform any work, labor, services, duties or functions which the SUBRECIPIENT is obligated to perform under the terms of this agreement. This SUBRECIPIENT shall not contract with the subcontractor to perform any work, labor services, duties, or functions without the prior written approval of Jefferson County. In the event that a subcontractor is approved by Jefferson County or agent, the SUBRECIPIENT shall make no substitution for any subcontractor, person or entity previously approved by Jefferson County without the prior written approval of Jefferson County.

By an appropriate written agreement, the SUBRECIPIENT shall require a subcontractor, to the extent of the work, labor, services, duties or functions to be performed by the subcontractor, to be bound by the terms of this agreement, and to assume toward the SUBRECIPIENT all obligations and responsibilities which the SUBRECIPIENT, by this agreement, assumes

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toward Jefferson County, AL. The agreement between the SUBRECIPIENT and the subcontractor shall preserve and protect the rights of Jefferson County under the terms of this agreement which respect to the work, labor, services, duties or functions to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights.

The SUBRECIPIENT shall not subcontract for any reason under this agreement or greater than twelve (12) months or until the time for termination of this agreement whichever time is less.

Assignment Of Interest

32. The SUBRECIPIENT may not assign any right or interest in this agreement, e.g. assignment is prohibited.

Conflict of Interest – the Real or Apparent

33. A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for aware; (1) individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The SUBRECIPIENT certifies by signing this agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with Jefferson County of Act-funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement nor will the SUBRECIPIENT hire any person having such conflicting interest. The SUBRECIPIENT further certifies that it will maintain a written code or standards governing the performance of persons engaged in the award and administration of subcontracts and subgrants.

Monitoring Evaluation and Audit

34. The SUBRECIPIENT agrees to cooperate with the monitoring, evaluation and/or audit conducted by Jefferson County, U.S. Department of Labor, U.S. Comptroller General, or their designees.

Modifications

35. (A) The SUBRECIPIENT will submit a written request for a modification prior to changing any budget line item or participant service level contained in this agreement. Such requests for modification or activity shall be in the hands of Jefferson County, AL no later than five (5)

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workdays prior to termination of the agreement. IN no instance may a cost category be exceeded.

- (B) All modifications initiated by the SUBRECIPIENT will be mutually agreed upon by the parties to this agreement.
- (C) Jefferson County may make a unilateral modification to this agreement at any time as long as such modification does not terminate said agreement.

Disallowed Cost Disputes

36. (A) The SUBRECIPIENT shall assume complete and total responsibility for repayment to Jefferson County of any funds improperly expended pursuant to this agreement. The SUBRECIPIENT shall also at any time; either during the duration of this agreement or subsequent to its termination submit to and cooperate with any audits or investigation initiated in regard to this agreement by either Jefferson County, the U.S. Department of Labor, or their designees.
- (B) Jefferson County reserves the right to at any time withhold payments due to the SUBRECIPIENT in an amount sufficient to recoup any prior payment or payments made to the SUBRECIPIENT for funds expended under this agreement that have subsequently been determined to be unauthorized pursuant to this agreement or the Act by Jefferson County, the U.S. Department of Labor, or their designee. Jefferson County further reserves the right to withhold any payment due to the SUBRECIPIENT until such time as the SUBRECIPIENT has completed, to Jefferson County's satisfaction, any and all final reports, documents, or other information as may be required by Jefferson County.
- (C) The SUBRECIPIENT agrees to attempt to resolve any dispute which may arise from this agreement by administrative process and negotiations in lieu of litigation and to continue performance under this agreement during any such dispute. Any dispute concerning and question of fact which is not resolved by informal means shall be decided

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by Jefferson County with said decision reduced to writing and provided to the SUBRECIPIENT. Nothing in this section shall be construed as preventing the SUBRECIPIENT from appealing any such decision pursuant to the Act.

- (D) The SUBRECIPIENT will have protest procedures to handle and resolve disputes relating to its procurements. A protester shall exhaust all administrative remedies with Jefferson County before pursuing a protest at a higher level.

Termination

37. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

- A. Termination for convenience. Either Jefferson County or the SUBRECIPIENT may request a termination for convenience. Jefferson County or SUBRECIPIENT shall give thirty (30) calendar days advance written notice of the effective date of such a termination to the other party to the agreement. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work or services satisfactorily performed hereunder through and until the date of termination.
- B. Termination for cause. Jefferson County may terminate this agreement when it has determined that the SUBRECIPIENT has failed to provide any one or all of the services specified or to comply with any of the provisions contained in this agreement. If the SUBRECIPIENT fails to perform in whole or in part under this agreement or fails to make sufficient progress so as to endanger performance, Jefferson County will notify the SUBRECIPIENT of such unsatisfactory performance in writing. The SUBRECIPIENT will have ten (10) working days from the date of notification in which to respond with a plan agreeable to Jefferson County for correction of the deficiencies.

If the SUBRECIPIENT does not respond with appropriate plans, Jefferson County will serve a

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termination notice on the SUBRECIPIENT, which will become effective immediately upon receipt. In the event of such termination, Jefferson County shall be liable for payment only for work or services rendered prior to the effective date of the termination, provided, however, that such services performed are in accordance with the provisions of this agreement.

- C. Right to Appeal. The SUBRECIPIENT shall have the right to appeal any determination made by the Office of Community Development under this section to the Jefferson County Commission, however, if the SUBRECIPIENT has failed to submit an appeal within thirty (30) calendar days from written notice of the termination and/or has failed to request and receive approval from Jefferson County for extension of such, then he shall have no further right of appeal.

- D. No Appeal. In any case where Jefferson County has made a determination of the amount due the SUBRECIPIENT, Jefferson County shall pay to the SUBRECIPIENT the following:
 - 1. If there is no right to appeal hereunder or if no timely appeal has been taken, the amount so determined by Jefferson County, or
 - 2. If an appeal has been taken, the amount finally determined on such appeal.

- E. Deduction. In arriving at the amount due the SUBRECIPIENT under this section, there shall be deducted: Any claim with Jefferson County may have against the SUBRECIPIENT in connection with this agreement.

- F. Adjustment. If the termination hereunder be partial, prior to the settlement of the terminated portion of this agreement, the SUBRECIPIENT may file with Jefferson County a request, in writing, for an equitable adjustment of the price or prices specified in the agreement relating to the continued portion.

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Product

38. The SUBRECIPIENT understands that matters regarding the rights to any inventions and materials generated under this agreement are subject to the requirements of the Office of Management and Budget, the U.S. Department of Labor, and the patent and copyright laws of the United States.

Subject to share these above mentioned requirements, the SUBRECIPIENT understands that any and all projects or material generated under this agreement and grant, whether in forms of reports, analyses, interviews, raw data, records, research findings, camera projects, working papers, or other items or materials are the property of Jefferson County and shall not be used by any other entity for any purpose unless authorized in writing by Jefferson County. Upon demand by Jefferson County, the SUBRECIPIENT shall convert title and possession of all such items to Jefferson County.

Cost of Contract

39. (A) The total amount of this agreement shall not exceed the amount stated on the Signature Sheet.
- (B) The SUBRECIPIENT will only use funds provided in this agreement for expenditures authorized and detailed in the Budget Section incorporated herein. Funds provided under this agreement can not be used as payment for any cost or obligation incurred prior to the effective date of this agreement.
- (C) No over expenditures will be allowed for the total individual cost category amount of the program budget of this agreement. Those specific line items, which compose the program budget, may not be changed unless such changes are demonstrated to be necessary for the completion of the agreement and a written request for modification is submitted to and approved by Jefferson County. The written request shall include specific information which justifies such modification and shall depict changes to or deletions from the current established budget in a legible and accurate manner.
- (D) Any time subsequent to the expiration of this

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agreement, Jefferson County may remove from the aforesaid total cost of this agreement a proportional share of such funds as Jefferson County determines will remain unexpended upon expiration of the term of this agreement and such funds may be reallocated to other proper purposes by Jefferson County.

- (E) SUBRECIPIENT shall not rent, lease, lease-purchase or acquire an Interest in property or equipment, the cost of which would be charged to this agreement, unless specifically authorized to do so in the aforementioned program budget, and without the prior written approval of Jefferson County. Where the program budget authorized the acquisition of an interest in property or equipment to be charged to this agreement, SUBRECIPIENT shall immediately upon the termination of this agreement, surrender title and possession of all such property or equipment to Jefferson County or to the agency designated by the U.S. Department of Labor, where such a designation is made. Titles to property acquired or produced by a commercial subrecipient with funds under this agreement shall vest in the awarding agency (Jefferson County) at time of purchase.

Public Relations

40. The SUBRECIPIENT agrees that if any type of Public Relations are performed in conjunction with the program under this contract, due credit will be given to the Act and Jefferson County.

Federal Regulation Compliance

41. For agreements involving \$100,000 or more the SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, 42 U.S.C. 1857 et seq., and the Federal Water Pollution Control Act, 22 U.S.C. 1251 et seq., and to report any violations of said standards, orders or regulations to Jefferson County and the Environmental Protection Agency Regional Office.

In appropriate circumstances the SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the following: The Contract work Hours and Safety Standards Act, 40 U.S.C./327-33; and Davis-Bacon Act, 40 U.S.C. 276a-2762-7; and the

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Copeland (Anti-Kickback) Act, 40 U.S.C. 276c and 18 U.S.C. 874. Also, Jefferson County may include, as a part of this agreement, specific provisions with respect to the aforementioned statutory provisions, standards, orders and regulations.

Amendments

42. Any source document, law, regulation or the equivalent which is referred to, attached hereto, or incorporated herein by reference shall be deemed to be amended or modified as required by any law, rule or regulation enacted subsequent to the execution hereof.

Successors

43. Jefferson County and the SUBRECIPIENT each binds itself, its successors and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in this agreement.

Written Notice

44. Unless otherwise specified herein, written notice shall be deemed to have been duly served if delivered in person to an employee or officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives notice.

Warranty

45. The SUBRECIPIENT warrants Jefferson County that all statements, representations, writings, and proposals, which form the basis for negotiations or considerations resulting in this agreement, are true and correct to the SUBRECIPIENT'S best knowledge, information, and belief.

Rights and Remedies

46. (A) The duties and obligations imposed by this agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights or remedies otherwise imposed or available by law.
- (B) Jefferson County shall be entitled to exercise any and all administrative, contractual, and legal rights and remedies imposed by or available to Jefferson County in the event of a breach or violation of this agreement by the SUBRECIPIENT.
- (C) No action or failure to act by Jefferson County or the SUBRECIPIENT shall constitute a waiver of

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any right or duty afforded any of them under this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Suspensions of Payment

47. Payment under this agreement may be suspended in the event that the SUBRECIPIENT has an outstanding audit exception under any program funded by Jefferson County.

Audit Requirements

48. The SUBRECIPIENT shall comply with the ADECA Audit Policy Manual as amended and the applicable requirements of OMB Circular A-133.

Debarment and Suspensions

49. The certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as part VII of the May 26, 1988, Federal Register (pages 19160-19211.)

No recipient or subrecipient shall make any subgrants or permit any contract or subcontract at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible or participation in Federal assistance programs in accordance with the Department of Labor regulations 29 CFR part 98.

The SUBRECIPIENT certifies, by signing this agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where SUBRECIPIENT is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

Certification

50. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal Grant, the making of Federal loan, the entering

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into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds 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 SUBRECIPIENT shall complete and submit Standard form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipient's 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, U.S. Code.

**Audit Exception Unresolved
Unresolved Questioned Costs/
Outstanding Debts**

51. The SUBRECIPIENT certifies by signing this agreement it does not have any unresolved audit exceptions, unresolved questions costs or finding of fiscal inadequacy as a result of project monitoring.

Relocation

52. The SUBRECIPIENT will ensure that no funds provided Under his agreement shall be used or proposed for use to encourage or to induce the relocation of an establishment, or part thereof, that results in the lost of employment for any employee of such establishment at the original location.

Code of Standards

53. The SUBRECIPIENT shall maintain a written code of standards of conduct governing the performance of persons engaged in the award and administration of WtW contracts and subgrants. This document will contain appropriate sanctions for a failure at any level to follow the code of standards of conduct.

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- Public Service Employment** 54. The SUBRECIPIENT will ensure that no funds available under this agreement are used for public service employment.
- Employment Generating Activities And Foreign Travel** 55. The SUBRECIPIENT will ensure that no funds available under this agreement are used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, or similar activities. No funds under this agreement shall be used for foreign travel.
- Tryout Employment** 56. The SUBRECIPIENT will ensue that no funds under this agreement are used for tryout employment.
- Reports of Violations** 57. The SUBRECIPIENT shall advise all employees that no action of any kind will be taken against an employee for providing information concerning any violation of the Act to the U.S. Department of Labor, Incident Reporting System; and that if a complainant considers that his/her position will be compromised by submitting information through the system, they may send the report directly to the U.S. Department of Labor Inspector General.
- Representation** 58. By executing this agreement, the SUBRECIPIENT represents that it has read and understands the provision of this agreement.

JEFFERSON COUNTY

SUBRECIPIENT

By: _____
Larry Langford, President
Jefferson County Commission

By: _____

Date: _____

Date: _____