

AGREEMENT NO. _____ (WF1 will fill out)

BETWEEN

WORKFORCE ONE EMPLOYMENT SOLUTIONS

AND

(Name of Organization)

For the Provision of a Subsidized Work Experience to WorkForce One
Employment Solutions, Workforce Investment Act Eligible Youth

AGREEMENT NO. _____

BETWEEN

WORKFORCE ONE EMPLOYMENT SOLUTIONS

AND

For the Provision of a Subsidized Work Experience for WorkForce One
Employment Solutions, Workforce Investment Act Eligible Youth

This AGREEMENT, entered into this ____ day of _____, 2009, by and between WorkForce One Employment Solutions, hereinafter referred to as WF1, the administrative entity for the WorkForce One Council of Elected Officials and for the Broward Workforce Development Board Inc., having its principal offices at 3800 Inverrary Boulevard, Suite 400, Lauderhill, Florida 33319 AND _____, hereinafter referred to as CONTRACTOR existing under and by virtue of the laws of the State of Florida as a for profit corporation having its principal office at _____.

WHEREAS, WF1 has entered into an agreement with the Governor of the state of Florida for the implementation of workforce development programs and activities; AND

WHEREAS, Contractor is desirous of providing summer work experience opportunities for WF1 eligible youth;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree and understand as follows.

1. The program to be provided shall be a work experience, wherein a youth, (also referred to as participant(s)) is referred to CONTRACTOR by the WF1 Summer Program and is given job functions to perform under the supervision of CONTRACTOR's staff in accordance with and for a time period specified in a Training Outline completed for each participant (Exhibit A is a sample training outline).
 - a. There shall be a Training Outline for each participant.
 - b. The Training Outline shall state the number of hours per week the participant shall be engaged in a work experience.

- c. The Training Outline shall state the total number of weeks or months a participant may be employed in the work experience. The length of youth summer work experience programs shall be communicated pursuant to the notice provisions in paragraph 13 of this Agreement in addition to being stated in the youth's Training Outline.
 - d. The Training Outline shall detail the duties the participant shall be expected to perform and the location or office that the participant must report to each day for the length of his/her work experience.
 - e. The Training Outline must be signed by both a representative of CONTRACTOR that will serve as a work site for the participant during the tenure of his/her work experience and by the assigned WF1 Program Manager/representative.
 - f. The completed Training Outline shall be incorporated by reference into this agreement as if set forth in its entirety herein.
 - g. CONTRACTOR agrees not refer participants to worksites outside of their own organization.
2. WF1 shall ensure payment is made to participants for the hours spent in a work experience. Participants shall be paid by WF1.
- a. CONTRACTOR shall not require participants to work hours in excess of those recorded on the Training Outline.
 - b. WF1 shall be responsible for participants' wages only up to the hours that are recorded on the Training Outline. Participants shall only be paid for time actually worked.
 - c. WF1 will not pay for time not worked, overtime, holidays, vacation, sick or other leave or time off from the job. CONTRACTOR shall ensure participants do not work overtime or on holidays. There shall be no other benefits or payments due and owing to participants other than those expressly stated herein.
 - d. WF1 shall be responsible for picking up participant time sheets and distributing participant paychecks.
 - e. CONTRACTOR agrees to use the WF1 timesheets to record each participant's time and shall assure that participant time sheets are accurate and that time worked is recorded in segments of fifteen minutes.

3. WF1 shall arrange for all participants to be covered by Workers Compensation Insurance. CONTRACTOR shall inform WF1 immediately of any problem concerning participant's performance at a worksite or in the event of an accident or injury to the participant occurring at the work site.
4. CONTRACTOR agrees to supervise all participants placed into a work experience with CONTRACTOR's Agency.
 - a. CONTRACTOR agrees to identify a direct and alternate supervisor for each participant assigned to a work experience activity in his/her organization.
 - b. CONTRACTOR agrees to release the supervisor and his/her alternate to attend Work Site Supervisors Training that will be scheduled by WF1.
 - c. All worksite supervisors shall receive a copy of the Supervisor's Handbook and the Training Outline applicable to each participant under their supervision, and shall assign the participant duties in accordance with the Training Outline.
 - d. The supervisor or his/her alternate shall be responsible for monitoring participant time and attendance and for signing the work experience participant(s) time sheets.
 - e. CONTRACTOR agrees not to reassign participant worksites without first notifying WF1.
 - f. CONTRACTOR agrees to assign participants to worksites that are sanitary and safe. Participants may not be employed in the construction, operation, or maintenance of any facility currently used or that are intended to be used for sectarian instruction or as a place of religious worship, nor may they be employed in any sectarian activities.
 - g. CONTRACTOR shall allow WF1 or its grantor agency representatives to visit participant work sites for the purpose of monitoring the work experience program.
 - h. CONTRACTOR agrees to maintain records and files pertaining to the work experience program for five (5) years and to allow WF1, the State of Florida, and the United States Departments of Labor or Health and Human Services to monitor the work experience program.

5. Compliance with Laws

- a. CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.
- b. CONTRACTOR shall comply with Federal and State Child Labor Laws as they apply to youth participants.

6. Indemnification

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the WF1's Attorney's option, defend or pay for an attorney selected by the County Attorney to defend WF1, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

WF1 Liability.

WF1 is a state agency or subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its officers, agents, and employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by WF1 to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

7. Maintenance of Effort

- a. Participants may not be placed in positions previously filled by an individual who is on lay-off from the same or a substantially equivalent job.
- b. Participants may not be placed into a position created when CONTRACTOR has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant or employee whose wages are subsidized by the WF1 or paid for with WF1 funds.

- c. If a collective bargaining agreement is in force in CONTRACTOR's organization for training positions which will be filled by work experience participants, CONTRACTOR agrees to obtain written concurrence from the bargaining agent
 - d. Participants may not displace currently employed workers including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
 - e. CONTRACTOR may not impair current contracts for services or collective bargaining agreements or substitute federal funds made available by this Agreement to subsidize work that would otherwise be performed by the CONTRACTOR.
 - f. CONTRACTOR shall not create a job in a promotional line for a participant or an individual employed to carry out the obligations under this Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
8. Employment Opportunity, and Americans With Disabilities Act
- a. CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations, in performing its duties, responsibilities and obligations pursuant to this Agreement.
 - b. CONTRACTOR shall comply with the prohibitions against discrimination in, the Age Discrimination Act of 1975, section 504 of the Rehabilitation Act, in title IX of the Education Amendments of 1972, and under title VI of the Civil Rights Act of 1964 with respect to the performance of their obligations under this agreement, and shall comply with the physical and programmatic accessibility and reasonable accommodations requirements of section 504 of the Vocational Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 as amended.
 - c. CONTRACTOR understands and agrees that no qualified disabled individual shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination.
 - d. CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in

part by WF1, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

- e. CONTRACTOR's decisions regarding delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, national origin, marital status, political affiliation, or physical or mental disability political affiliation, or any other factor that cannot be lawfully used as a basis for service delivery.

9. Insurance

- a. Applicable to for profit organizations.

- i. To ensure the indemnification obligation contained above in Paragraph 8, Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverage's set forth in subsections iii, iv, and v, below in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- ii. Such policy or policies shall be without any deductible amount unless agreed to by the parties and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect WF1 and the Broward Workforce Development Board, Inc., (BWDB, Inc.) and WorkForce One Council of Elected Officials by naming WF1, the BWDB Inc., and the WorkForce One Council of Elected Officials as additional insured's under the Comprehensive General or Commercial Liability Policy only.

iii. Comprehensive General or Commercial Liability Insurance.

A Comprehensive General or Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General or Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

iv. Business Automobile Liability.

If participants will be required to drive as a part of their work experience CONTRACTOR shall maintain Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles.

Hired and Non-Owned Vehicles.

Employers' Non-Ownership.

- v. CONTRACTOR shall furnish WF1 in accordance with the Notice Provisions under this Agreement with certified copies of Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to the placement of participants at CONTRACTOR worksites.
- vi. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide WF1 with at least thirty (30) days notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

10. Amendment

This Agreement may be amended by either party by submitting the proposed changes to the other party in accordance with Paragraph 13, Notice, under this Agreement. No such change shall become effective until a formal amendment to this Agreement is executed by both parties.

11. Agreement Term

This Agreement is effective upon execution by both WF1 and CONTRACTOR, for a term of three (3) year(s) ("Initial Term"); provided, however, the parties may terminate this Agreement earlier as provided for under Section 15, entitled "Termination." This Agreement may be renewed for an additional term of up to three (3) years prior to the expiration of the Initial Term in a formal amendment executed by WF1 through its President and CEO, and by CONTRACTOR through its _____.

12. Incorporation By Reference

- a. The attached Exhibit "A" sample Training Outline is incorporated into and made a part of this Agreement.
- b. Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- c. The State of Florida Assurances and Certifications Exhibit "B."

13. Notice

- a. Whenever any party wishes to give notice unto the other party, such notice must be in writing, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of the notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, WF1 and CONTRACTOR designate the following as the respective places for given of notice, to-wit:

Notice to WF1 shall be addressed to:

President/CEO
WorkForce One Employment Solutions
3800 Inverrary Boulevard, Suite 400
Lauderhill, FL 33319.

Notice to CONTRACTOR shall be addressed to:

- b. The name and address of the youth monitor or advisor, shall be the WorkForce One, representative named on the Work Experience Training Outline, a sample of which is attached as Exhibit "A." In the event that different representatives are designated by either party notice of the name and address of the new representative shall be provided in writing to the other party.

14. Assignment

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR.

15. Termination

This Agreement may be terminated by either party for convenience by giving the other party not less than fifteen (15) day written notice as provided for in Paragraph 13 herein. This Agreement may also be terminated by the WF1 President/CEO upon such notice as the WF1 President/CEO deems appropriate in the event the WF1 President/CEO determines that termination is necessary to protect the public health, safety, or the welfare of participants placed within CONTRACTOR's organization.

16. Materiality and Waiver of Breach

WF1 and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

WF1's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. Severance

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless WF1 or CONTRACTOR elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

18. Joint Preparation

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

20. Applicable Law And Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, WF1 AND CONTRACTOR HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

21. Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as this agreement.

22. Third Party Beneficiaries

The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

23. Contract Administrator/Designated Representative

For CONTRACTOR, the Contract Administrator is the Human Resources Department Director or such designee of the Director. For WF1, the Designated Representative is the WF1 President/CEO. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by CONTRACTOR'S Contract Administrator and WF1's President/CEO

provided, however, that such instructions and determinations do not change the scope of this Agreement.

24. Independent Contractor

CONTRACTOR understands and agrees that it is an independent contractor and no provision of this Agreement shall be construed as creating an agency or employment relationship between WF1 and CONTRACTOR or CONTRACTOR's employees.

25. Representation Of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, is duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

26. Multiple Originals

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement For the Provision of a Subsidized Work Experience to Workforce One Employment Solutions, Workforce Investment Act Eligible Youth and Adults, Welfare Transition Program Participants, and Food Stamp Employment and Training Program Participants on the respective dates under each signature:
_____ through its _____, signing by
and through its _____, authorized to execute same by Board
action on the ____ day of _____, 2009, and WORKFORCE ONE
EMPLOYMENT SOLUTIONS, signing by and through its President and CEO on
the ____ day of _____, 200__.

CONTRACTOR

ATTEST: (NAME)

BY _____
Name

Title
____ day of _____, 200__.

WORKFORCE ONE EMPLOYMENT SOLUTIONS

ATTEST: WORKFORCE ONE
EMPLOYMENT SOLUTIONS

BY: _____
Mason C. Jackson
President and CEO
____ day of _____, 200__.

Approved as to form
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON
County Attorney
Governmental Center, Suite #423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
ROCHELLE J. DANIELS
Assistant County Attorney

ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Drug free Workplace Certification (29 CFR Part 98)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement, the Grantee is providing the above assurances and certifications as detailed below:

- A. **ASSURANCES – NON-CONSTRUCTION PROGRAMS. NOTE:** Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. 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.
5. 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).
6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Grantee certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach and explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned (i.e. Grantee) 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 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 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 employees of Congress, or 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 – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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.C. 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.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:

- a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.
 Check () if an additional page was required for the listing of the workplaces.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I 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 Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Grantee understands that AWI and the United States has the right to seek judicial enforcement of the assurance.

 Signature