

AGREEMENT NO. 2014-2017-WIAWE-YOUTH-2337
CFDA # 17.258

This AGREEMENT, entered into this _____ day of _____, 2014, by and between CareerSource Broward (hereinafter referred to as CSBD) the grant recipient/administrative agency and fiscal agent for the CareerSource Broward Council of Elected Officials, a consortium of the Cities of Fort Lauderdale and Hollywood, and Broward County, existing under and by virtue of the laws of the State of Florida as a Council of Governments, and the Broward Workforce Development Board, Inc., having its principal offices at 6301 N.W. 5th Way, Suite 3000, Fort Lauderdale, FL 33309 and The School Board of Broward County, Florida hereinafter referred to as Contractor, existing under and by virtue of the laws of the State of Florida as a public body politic having its principal office at 600 S.E. 3rd Avenue, Ft. Lauderdale, FL 33301 c/o CTACE 1701 N.W. 23rd Avenue, Ft. Lauderdale, FL 33317 to begin on the date this Agreement is signed by all the parties and to terminate on **June 30, 2017.**

WITNESSETH THAT

WHEREAS, CSBD 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 work experience opportunities for CSBD participants;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations hereinafter set forth, CSBD and CONTRACTOR agree as follows:

ARTICLE I

AGREEMENT PURPOSE AND DEFINITIONS

100. PURPOSE

The purpose of this Agreement is to describe the terms and conditions under which Contractor will provide a work experience to eligible youth to be funded under the guidelines of the Workforce Investment Act, as amended, and under the contracting powers of CSBD during the time period as provided for in the Training Plan to be developed for each youth which shall also be provided to Contractor.

The program to be provided shall be a work experience, wherein a youth, "also referred to as participant(s)", is referred to Contractor and is given job functions to perform under the supervision of Contractor's staff in accordance with and for the time period specified in a Job Order/Training Plan completed for each participant.

101. Definitions

- 101.1 "CareerSource Broward" is referred to as CSBD in this Agreement.
- 101.2 "Collective Bargaining Agent" shall mean the individual assigned to negotiate between organized workers and their employer to determine wages, hours, rules, and working conditions.
- 101.3 "Contractor" shall mean the participating employer, governmental entity, or for-profit or non-profit agency.
- 101.4 "DOL" shall mean the United States Department of Labor.
- 101.5 "Job Order" shall mean the CSBD form used to describe the available work experience opportunities and work sites for participants and which is incorporated into and made a part of the Agreement. Job Orders are placed online via the CSBD website. Job Orders may also be referred to as Training Plans.
- 101.6 "Labor Union Concurrence" shall mean the consent given by the collective bargaining agent which allows for the placement of youth into a work experience with a covered employer.
- 101.7 "Participant" shall mean a WIA eligible youth/adult certified as such by CSBD or Contracted Youth Provider.
- 101.8 "Program" shall mean the work experience activities to be provided under this Agreement.
- 101.9 "WIA" shall mean the Workforce Investment Act of 1998, as amended.
- 101.10 "Worksite" shall mean the physical location to which the youth/adult has been assigned for their work experience.
- 101.11 "Worksite Supervisor" shall mean the personnel designated by Contractor to provide continuous on-site supervision and direction to participants at Contractor's worksite(s). The worksite supervisor is responsible for verifying and signing participants' time sheets.

ARTICLE II

PROGRAM DESCRIPTION AND RESPONSIBILITIES

200. SERVICES

200.1 The service to be provided shall be an internship/work experience. The participant(s) referred to Contractor shall be given job duties to perform under the guidance of the Contractor and in accordance with the WIA requirements.

200.2 The work experience provided shall not be in excess of:

- i. Four (4) hours a day and may not exceed a total of twenty (20) hours per week during the school year for youth under eighteen (18) years of age.
- ii. Six (6) hours a day for youth over the age of eighteen (18) who are no longer in high school.
- iii. Thirty (30) hours a week during the summer months beginning with the day after the official end of the Broward County School Board school year and continuing through the months of July and August up to the date of the end of the summer program as indicated in the youths' Job Orders/Training Plans, for each year that there is a WIA funded summer program through the termination of this Agreement.
- iv. The length of time and/or hours specified in each youth's Training Plan.

200.3 Contractor shall be responsible for providing the work assignments in accordance with the Job Order/Training Plan and CSBD shall be responsible for participant(s)' wages and assuring they are covered by Workers Compensation.

200.4 Contractor agrees to:

- a. Supervise participants at the job site(s).
- b. Provide a worksite contact who shall be the participant's supervisor for the period of the work experience.
- c. Assign the participant(s) in accordance with the Job Order/Training Plan submitted to and approved by CSBD.

- d. Identify the worksite supervisor who shall be responsible for reviewing the Worksite Supervisor's Manual and who shall also be provided training regarding the supervision of participants by CSBD or a CSBD Contracted Youth Provider.
- e. Orient and train their personnel including alternate supervisors directly responsible for the supervision of participants, regarding Contractor's responsibilities and obligations under this Agreement and provide each worksite supervisor with a copy of this Agreement, as well as a copy of the Worksite Supervisor's Manual.
- f. Have supervisory personnel who will act as worksite supervisors for each of the Contractor's Worksites so as to provide for continuous on-site supervision of participants.
- g. Notify CSBD or Contracted Youth Provider immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participants.
- h. Allow CSBD or Contracted Youth Provider to visit Contractor's training sites for the purpose of monitoring Contractor's operations to ensure compliance with this Agreement or any other amendment.
- i. Allow CSBD or Contracted Youth Provider to conduct on-site evaluations of participants for the purpose of monitoring participants' work activities in accordance with their Job Orders/Training Plans and/or Job Description(s).
- j. Be accountable for maintaining CSBD participant time sheets by:
 - i. Keeping accurate work time attendance rosters and timesheets.
 - ii. Recording time in segments of fifteen (15) minutes.
 - iii. Assuring and supervising the proper completion of participant time sheets consistent with instructions furnished by CSBD or Contracted Youth Provider.
 - iv. Certifying/signing participant time sheets if all the prior requirements are met.

- k. Only allow participants to work the hours set forth in the Job Order/Training Plan.
- l. Refrain from changing or rescheduling hours without approval of the CSBD WIA Program Manager.
- m. Not knowingly refer for eligibility determination any individual whose wife, husband, son, son-in-law, daughter, daughter-in-law, mother, father, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, grandchild, half-brother, half-sister or first cousin is employed in an administrative capacity for the Contractor, CSBD or Contracted Youth Provider.
- n. Provide services in a sanitary and safe environment in all sites where participants will be assigned.
- o. Conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, developing positive work habits, working conditions, and attire.
- p. Operate as a single site work experience program, which means that all job sites at which participants are located are a part of the Contractor's organization. Under no circumstances shall a participant be placed at a site other than at the Contractor's location unless written permission is granted by CSBD or Contracted Youth Provider.
- q. Maintain according to sound management procedures records and files, containing, but not limited to, time sheets, attendance records, supervisor assignments, and personnel changes, relating to the Contractor's operation of this work experience program.
- r. Indemnification
 - i. If Contractor is an agency as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible to the limits set forth in section 768.28, Florida Statutes, for acts of negligence of its agents or employees when acting within the scope of their employment or agency, and agrees to be liable to the limits set forth in section 768.28, Florida Statutes for any damages caused by said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing

herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- ii. Contractors who are not state or federal agencies or units of general local purpose governments, shall hold and save CSBD or Contracted Youth Provider, its officers, contractors, and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, Contractor, or representative of the Contractor. Contractor shall purchase insurance for such occurrences.
 - s. Provide insurance coverage for participants under the Contractor's general or public liability insurance policy, or if the Contractor is self-insured to indemnify CSBD or Contracted Youth Provider against third party claims involving participants under this Agreement. Contractors not self-insured shall provide CSBD with a Certificate of Insurance listing CSBD as an additional insured. CSBD agrees to reimburse Contractor for the Certificate of Insurance listing CSBD as an additional insured, if a charge is levied by their insurer, up to an amount which shall not exceed one hundred dollars (\$100.00) upon submission of the invoice "listing CSBD as an additional insured," and paid receipt to CSBD Fiscal Department.
 - t. To inform CSBD or their program contact, immediately, regarding any accident or injury to a participant occurring at the worksite.
 - u. Notify CSBD or Contracted Youth Provider staff of any problem concerning participant's performance at a worksite.
 - v. Not exclude, deny benefits to, or otherwise subject to discrimination, any qualified disabled individual on the basis of disability.
- 200.5 Contractor agrees to adhere to appropriate collective bargaining agreements that would be applicable to the positions filled by participants under this Agreement if a collective bargaining agreement is in force in Contractor's organization.

201. Responsibilities of CSBD or Contracted Youth Provider

- 201.1 CSBD or Contracted Youth Provider provides monitors for each worksite. The monitors shall act as case managers/job coaches, address issues identified by the supervisors at the worksite, collect the time sheets, and distribute participant paychecks as may be required for youth who have not received bank pay cards.
- 201.2 CSBD will be responsible for participants' wages up to the maximum approved in their Training Plan.
- a. CSBD will not pay participants for time not worked, overtime, holidays, vacation, sick or other leave or time off from the work experience.
 - b. Contractor shall be responsible for any wages due participants in excess of the hours identified in the Training Plan, including wages due for any overtime, holidays, vacation, sick or other leave or time off from the work experience.
 - c. Participants may not "make up" time when they take leave, sick, vacation or holiday.
- 201.3 CSBD shall hear all grievances concerning program participants' performance on the job site.
- 201.4 CSBD shall provide supportive services, as needed and to the extent funds are available, to the participants.

END OF ARTICLE II

ARTICLE III

STATUTORY AND REGULATORY REQUIREMENTS

301. Compliance with Laws, Non Discrimination Laws, Equal Employment Opportunity, and Americans with Disabilities Act.

301.1 Contractor agrees to comply with all federal, state, and local laws, codes, ordinances, rules, and regulations, in performing its duties, responsibilities and obligations pursuant to this Agreement.

301.2 Contractor agrees to 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.

301.3 Compliance with WIA Non-Discrimination Requirements

- a. Prohibition of Discrimination Regarding Participation, Benefits, and Employment. No individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any funded program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
- b. Prohibition of Discrimination on the Basis of Participant Status. Contractor may not discriminate against an individual who is a participant solely because of the status of the individual as a participant.
- c. Prohibition of Discrimination Including Prohibition on Discrimination Against Certain Non-Citizens. Contractor agrees not to discriminate on the basis of citizenship, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

- d. Contractor shall comply with 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIA funded programs.

302. State of Florida Assurances and Certifications

Contractor agrees to comply with the State of Florida Assurances and Certifications attached to this Agreement as Exhibit A.

303. Contractor Obligation to Adhere to Public Entity Crimes Policy

Contractor assures that they are in compliance with 287.133, Florida Statutes, which provides that 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 s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

304. Applicability of Governing Law

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation arising out of or concerning this Agreement shall be in Broward County, Florida. By entering into this Agreement, CSBD and the Contractor hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of the Agreement.

305. Maintenance of Effort and Regulatory Requirements

305.1 All WIA funded programs and activities come under the purview of the Federal Hatch Act. Participants are prohibited from engaging in any political activity during hours paid for with WIA funds.

305.2 WIA funded programs and activities may not be used to support any religious or anti-religious activity. WIA participants may not perform functions which provide direct religious education services.

- 305.3 The work experience funded under this Agreement or any amendment hereto shall only be in addition to employment, which would otherwise be financed by the Contractor.
- 305.4 The work experience funded under this Agreement shall not result in the displacement of currently employed workers including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- 305.5 The work experience funded under this Agreement shall not impair current contracts for services or collective bargaining agreements or result in the substitution of federal funds made available by this Agreement to subsidize work that would otherwise be funded by the Contractor.
- 305.6 Contractor agrees not to place participants into a position affected by labor disputes involving a work stoppage.
- 305.7 The work experience funded under this Agreement shall not create a job in a promotional line which will infringe upon the promotional opportunities of a currently employed individual.
- 305.8 Should Contractor be subject to Davis Bacon wage rules and should Contractor place a youth in a work experience subject to Davis Bacon wage rates such as projects involving construction, alteration or repair including painting and decorating of public buildings, projects, and works Contractor shall inform CSBD or Contracted Youth Provider so that adjustments if necessary can be made to the participant's wage. This does not apply to public or governmental entities using their own employees to perform the activities described above and this would then not apply to the work experience participants.
- 305.9 As applicable, Contractor shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c (1995)/18 U.S.C. 874 and the regulations promulgated there under 29 CFR § 3 (1995)/29 CFR § 5 (1995).
- 305.10 Contractor agrees not to willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Agreement or amendments hereto. If Contractor violates this provision, Contractor may be subject to the sanctions under WIA and to the criminal provisions of Title 18 of the United States Code Section 665.

305.11 Work experience participants shall not be assigned to:

- a. Positions formerly occupied by an individual who has been laid-off from the same or a substantially equivalent job within the previous twelve (12) months.
- b. A position formerly occupied by a regular employee who has been terminated so that a participant whose wages are subsidized by WIA can be placed into that position.

END OF ARTICLE III

ARTICLE IV GENERAL REQUIREMENTS

400. Prior Negotiations

This Agreement incorporates and includes all prior negotiations correspondence, conversations agreements, and understandings applicable to the matter 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 Agreement.

401. Monitoring

401.1 The Contractor shall allow CSBD or their designee, Contracted Youth Provider, the Governor of the State of Florida, the DOL or any of its agents, to visit the Contractor's Worksites, and monitor, report problems, require corrective action within specified time periods or close Worksites without prior notice other than a written notification to be delivered to the Contractor at the time of the closing of the Worksites, where CSBD, the Governor of the State of Florida or DOL find serious or continual violations of WIA, or other federal, state or local laws which are not being remedied or where CSBD, the Governor of the State of Florida or DOL find noncompliance with any of the terms or conditions under this Agreement.

401.2 Contractor agrees to make any records or documents related to the work experience program and/or this agreement available to CSBD, Contracted Youth Provider, their monitors, or to the State of Florida. Contractor shall keep copies of all records pertaining to this Agreement and any amendment hereto for five (5) years following the expiration of this Agreement.

402. Notice

402.1 Other than as provided herein, notice shall be required to be given to CSBD under this Agreement and shall be sufficient when hand delivered or mailed certified mail, return receipt requested, or sent overnight mail to CSBD c/o its President/CEO, 6301 N.W. 5th Way, Suite 3000, Fort Lauderdale, FL 33309.

402.2 All notices required to be given to the Contractor under this Agreement shall be sufficient when hand delivered or mailed certified mail, return receipt requested, or sent overnight mail to Contractor at its office located at the address identified in paragraph one, page one, of this Agreement.

403. Termination

403.1 This Agreement may be terminated as follows:

- a. CSBD or the Contractor may request a termination for convenience upon fifteen (15) days prior written notice to the other party.
- b. CSBD may transfer or terminate participants at any time and shall make best efforts to provide notice to the Contractor.
- c. CSBD may terminate this Agreement immediately upon twenty-four (24) hours written notice to the Contractor in the event that CSBD's funding source ceases to provide the grants under which the program or services to be provided under the contract are funded.
- d. CSBD may terminate this Agreement at any time that the CSBD authorized representative determines that the Contractor has failed to comply with any of the provisions contained in this Agreement or any amendment hereto.

404. Integration

404.1 The following documents are hereby referenced and incorporated into and made a part of this Agreement.

- a. Exhibit A - Assurances and Certifications.
- b. Exhibit B - Drug-free Workplace.
- c. Exhibit C – Debarment Form.
- d. Exhibit D – Lobbying Form.
- e. Exhibit E – Lobbying Certification.
- f. Exhibit F – Labor Concurrence.
- g. Exhibit G – The completed Job Orders/Training Plans.
- h. Exhibit H – Youth Work Experience Worksite Supervisor's Manual.

- i. Exhibit I - 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).
- j. Exhibit J - The Workforce Investment Act and Regulations.

404.2 Exhibits I and J are public laws and are not attached to this Agreement. Exhibits A, B, C, D, E, F, and H are attached to this Agreement, and are to be completed upon execution of the Agreement. Exhibit G must be completed by Contractor upon identification of a participant(s). A sample is attached to this Agreement.

405. Amendment

Either party may amend this Agreement upon the agreement of the other party. No such change shall be effective until reduced to writing and executed by the parties with the same degree of formality as was the original agreement.

406. Agreement Term

- a. This Agreement shall begin on the date that it is executed by all the parties and shall end on **JUNE 30, 2017**.
- b. The length of each youth's work experience shall be in accordance with the days, hours and dates, if applicable, recorded on their individual Training Plans.

END OF ARTICLE IV

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

The School Board of Broward County, Florida signing by and through its _____ (Title of Individual authorized to sign) and following _____ (authorizing authority such as a board, commission, executive) action on the ____ day of _____, 2014, and CareerSource Broward signing by and through its President/CEO.

AS TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

WITNESSED BY:

L.S.

L.S.

BY: _____

(Signature)

Print Name: _____

TITLE: _____

DATE: _____

AS TO CAREERSOURCE BROWARD:

WITNESSED BY:

Oliver S. L.S.

Sandra Mah L.S.

BY: Norman G. Gentry

(Signature)

Print Name: Mason C. Jackson

TITLE: President/CEO

DATE: 5/30/14

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 42
115 South Andrews Avenue
Ft. Lauderdale, FL 33301

BY: _____

Rochelle J. Daniels
Assistant County Attorney

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Patricia Good, Chair

Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:

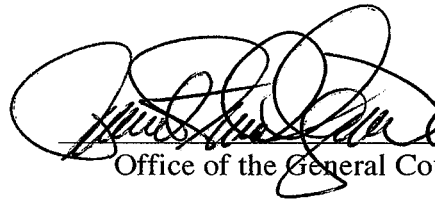
 05/27/14
Office of the General Counsel

EXHIBIT A

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 sub agreements.
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 orders, 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:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three (3) 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;

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,

Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach an 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 any agency, a Member of Congress, 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 employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – 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 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 DEO and the United States have the right to seek judicial enforcement of the assurance.

EXHIBIT B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing an ongoing drug-free awareness program to inform employees concerning:

1. The dangers of drug abuse in the workplace.
2. The policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation and employee assistance programs.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. 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 A.

D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement.
2. 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.

E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. 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.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. 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.

2. 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.

G. Making a good faith effort to continue to maintain a drug-free workplace through Implementation of this entire certification.

H. 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.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Name and Title of Authorized Representative, Name of Contractor

Signature

Date

EXHIBIT C

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.510 Participants' responsibilities.

**NOTE: PLEASE READ INSTRUCTIONS IMMEDIATELY FOLLOWING THE FORM BEFORE
SIGNING CERTIFICATION**

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

Name and Title of Authorized Representative

Signature

Date

SIN No. 5100
03/30/2001

Instructions for Primary Covered Transactions Certification

1. By signing and submitting this proposal the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the SAE or Local Board determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the State Administrative Entity (SAE) or Local Board determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the SAE or Local Board may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the SAE or Local Board, as appropriate, if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the SAE or Local Board for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the SAE.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Covered Transactions," provided by the SAE without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of List of Parties Excluded From Procurement or Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the SAE or Local Board may terminate this transaction for cause or default.

EXHIBIT D

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
 16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards¹

1. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

- | | | |
|--------------------------|--------------------------|---------------------------|
| a. contract | a. bid/offer/application | a. initial filing |
| b. grant | b. initial award | b. material change |
| c. cooperative agreement | c. post-award | For Material Change Only |
| d. loan | | year _____ quarter _____ |
| e. loan guarantee | | date of last report _____ |
| f. loan insurance | | |

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Subawardee Tier _____ if known: _____ Address of Prime: _____

Congressional District, if known: _____ Congressional District, if known: _____

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity
Services (including address if
(If individual, last name, first name, MI)

b. Individuals Performing
different from No. 10a.)
(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):
_____ actual _____ planned _____

12. Form of Payment (check all that apply):

a. cash
b. In-kind, specify: nature _____
value _____

a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

²

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Approved by OMB 0348-0046

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Youth

Work Experience 2014-2017

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Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.³

Signature _____
Print Name _____
Title _____
Telephone Number _____ Date _____

EXHIBIT E

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

- (1) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee or 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.
- (2) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that sub recipients 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. 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.

Grantee/Contractor/Organization

Program/Title

Name of Certifying Official
Print Name and Sign

Date

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

EXHIBIT F

LABOR UNION CONCURRENCE FORM

NAME OF ORGANIZATION: _____

Name of Union(s): _____

(a) For organizations where employees are represented by organized labor (union).

I, _____, Representative/Agent of the above named labor union hereby declare that the placement of participants at the worksites operated by _____ will not infringe on the rights of others to employment in the _____ (organization bargaining unit).

Signed: _____ Date: _____
Union Representative/Delegate

(b) For organizations where employees are not represented by organized labor (union).

I, _____, position held _____

of _____ (organization) hereby declare that our workers are not unionized nor are they represented by or affiliated with any labor union.

Signed: _____ Date: _____
President, Secretary, Director, Principal, etc.

