

CENTRAL ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT (CAPTE)**2018 Supportive Services Program****ADULT (AW), DISLOCATED WORKER (DW) AND OUT-OF-SCHOOL YOUTH (OSY)**

(AW) Agreement No: _____ Modification No: _____
(DW) Agreement No: _____ Modification No: _____
(OSY) Agreement No: _____ Modification No: _____

This "Agreement" is entered into by and between the Jefferson County Commission as the administrator of the Central Alabama Partnership for Training and Employment (CAPTE), hereinafter referred to as the "Administrator" and _____, hereinafter referred to as the "Sub-recipient". The Sub-recipient agrees to provide certain services on behalf of the Administrator in compliance with the terms of this agreement and pursuant to the rules and regulations of the Workforce Innovation and Opportunity Act, hereinafter referred to as the "Act".

This Agreement is composed of multiple sections, each an integral part of the whole, incorporated herein by this reference and authenticated by the respective signatory officials. The sections incorporated herein by this Agreement include this the WIOA Contract Agreement/Signature Sheet (Form 1), Contract Summary (Form 2), Budget (Forms 3, 5 & 6), General Provisions and Assurances (Form 9), Alabama Disclosure Statement, business license(s), W-9, and Insurance and Workmen's Compensation Policy.

The Jefferson County Commission reserves the right to unilaterally modify the Agreement amount and/or other provisions of the Agreement.

A. This Agreement authorizes reimbursement for all eligible documented expenditures included in this agreement, but not to exceed \$ _____.

B. The duration of this contract shall be from the effective date of **February 1, 2019** through the termination/completion date of **June 30, 2019**.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the latest date appearing below, and in signing, and thereby validating this agreement, the parties also certify that each possesses legal authority to contractually bind their respective organizations in the capacity as a signatory official.

By: _____
Signature of Signatory Official

By: _____
Signature of Signatory Official

By: _____
Title: President
Date: _____

By: _____
Title: _____
Date: _____

WIOA Sub-Contract Summary

Form 2

Agreement No: _____

Modification No: _____

1. Applicant Name: _____ Contact Person: _____
Organization Unit: _____ Title: _____
Address: _____ Phone: _____
State of Incorporation: _____ Alabama Bus Lic # _____

2. Type of Organization:
a. Local Government _____ d. Comm/Tech College _____ g. Non-Profit _____
b. State Agency _____ e. College/University _____ h. Private-for-Profit _____
c. School Agency _____ f. Community Based Org. _____ i. Other _____

3. Program Short Title: _____

4. Funding Source (Check One):
a. WIA Adult _____ c. Youth In-School _____ e. Other _____
b. WIA Dislocated Wkr _____ d. Youth Out-School _____

5. Proposed Cost/Price:

	Original	Increase	Decrease	Modified
a. Administration	\$ -	\$ -	\$ -	\$ -
b. Program	\$ -	\$ -	\$ -	\$ -

c. Grand Total _____

Budget Section Cover Sheet

Subrecipients's Name and Address:

Name/ Address of Fiscal Agent (If Different)

Agreement No:

Email:

Federal ID No:

Beginning Date:

Ending Date:

	<u>Original Amount</u>	<u>Modified Amount</u>
Administration	<hr/>	<hr/>
Program	<hr/>	<hr/>
Other:	<hr/>	<hr/>
Other:	<hr/>	<hr/>
Other:	<hr/>	<hr/>
Other:	<hr/>	<hr/>
Total Contract:	<hr/>	<hr/>

Form 6

	2019	2018	2017	2016	2015
Operating income	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Depreciation and amortization	100	100	100	100	100
Provision for doubtful accounts	50	50	50	50	50
Change in accounts payable	20	20	20	20	20
Change in accounts receivable	(30)	(30)	(30)	(30)	(30)
Change in inventory	(10)	(10)	(10)	(10)	(10)
Change in prepaid expenses	(5)	(5)	(5)	(5)	(5)
Change in deferred taxes	10	10	10	10	10
Change in other assets and liabilities	(10)	(10)	(10)	(10)	(10)
Total	\$1,035	\$1,035	\$1,035	\$1,035	\$1,035

Line Item No:		<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
	4				
Total					

Line Item No:		<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
	5				
Total					

[illegible]

Total					
Line Item No:	7	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
Total					
Line Item No:	8	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
Total					
Line Item No:	9	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
Total					
Line Item No:	10	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
Total					
Line Item No:	11	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>

Form 6

	2019	2020	2021	2022	2023
Total					

[illegible]

Line Item No:		<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
	13				
Total					

Central Alabama Partnership for Training and Employment General Provisions,

Assurances & Certifications

The Subrecipient assures and certifies that:

1. The Act

It will comply with the requirements of the Workforce Innovation and Opportunity Act of 2014(WIOA) (Public Law 113-128; STAT. 1425, 29 USC 3101 et seq.), hereinafter referred to as the ACT, the regulations and policies promulgated thereunder. This designation is subject to change as a result of any changes in the Act or conditions in any other legislation which may be passed, which governs the designation of program operations under the Act or any legislation which may replace the Act.

2. Administrative

It will comply with administrative and program policies issued pursuant to the Governor's Workforce Innovation Directives and any additional administrative provisions of the Local and State Workforce Development Board (WDB), as applicable. Specifically, a non-federal entity (2CFR 200.69 and 2 CFR 2900.2A) (Subrecipient) will comply with the administrative requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Chapter I, Chapter II, Part 200, et al. as supplemented by the U.S. Department of Labor in its codification of the policies and procedures for financial assistance administration (2 DFR Part 2900)).

3. Amendments

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

4. Agreements

The WIOA Contract Agreement/Signature Sheet (Form 1), Contract Summary (Form 2), Budget (Forms 3, 5, & 6), General Provisions and Assurances (Form 9), State of Alabama Disclosure Statement, Signature Certification, Service Provider Memo, Statement of Experience, Statement of Work, lease agreements, business license(s), W-9, and Insurance and Workmen's Compensation Policy form this agreement. This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral; provided however, the warranty given by the Subrecipient, with respect to all representations, statements, writings and proposals, which form the basis for negotiations or considerations resulting in this agreement, shall remain valid and binding.

5. Legal Capacity

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

6. Compliance with Laws

It shall comply with all applicable orders and codes of the federal, state, and local governments as they pertain to this agreement. Further, it certifies that performance under this agreement shall be in compliance with the Act, and rules/regulations promulgated under the Act. **"By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to**

be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

7. Grievance Procedures

It will establish grievance procedures agreeable to the Jefferson County, AL. It will ensure that any of its subcontracting Subrecipients, which are employers of or provides services to participants, will maintain grievance procedures relating to the terms and conditions of employment or service, which allow for, at complainant's request, a review of the employer's decision by Jefferson County, AL.; and to inform employees and participants of the procedures they are to follow.

8. Nondiscrimination/ Equal Opportunity

As a condition of the award under Title I WIOA from the U. S. Department of Labor, the SUBRECIPIENT assures, with respect to operation of the WIOA Title I funded program or activity and all agreements or arrangements to carry out the WIOA Title I funded program or activity, that it will comply fully with all applicable federal statutes, that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws: the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended; with the Americans with Disabilities Act of 1990; the OSHA work place requirements: and with all applicable requirements imposed by or pursuant to regulations implementing those laws, and Section 188 of the WIOA of 2014. The Subrecipient 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 Subrecipient's operation of the WIOA Title I financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-finally assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

9. Political Activity

It will comply with the provisions of the Hatch Act (5 U.S.C. 1501, et seq.) regarding political activity by public employees or those paid with federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or Jefferson County under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

It will comply with the requirements of the Act that no program under the Act shall involve political activities..

10. Records

It shall establish and maintain records on each employee and participant in each applicable activity, reflecting names, addresses, duties, wages/salaries, dates of employment/enrollment, time and attendance, and termination dates. It further understands that such participant records and financial records – except for non-consumable personal property – shall be retained for a period of six (6) years from the date of submittal to Jefferson County of its final expenditure report for that funding period or until any pending matters are closed. Records for non-consumable personal property shall be retained for three (3) years from the date of final disposition of said property. If any litigation, audit, or claim has been initiated, all above noted records must be retained until final resolution is made. When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (Subsection 41-16-54, Code of Alabama 1975) which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven (7) years.

11. Access to Records

It will give the awarding agency (Jefferson County, AL), Alabama Department of Commerce, the U.S. Department of Labor (including the Department of Labor's Office of the Inspector General), and the Comptroller General of the United States, or any of their authorized representatives, the right of timely and reasonable access to any books, documents, papers, computer records, or other records pertinent to

the agreement in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.

12. Sectarian

Participants shall not be employed on the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction or as a place of religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship in which the organization operating the facility is a part of a program or activity providing services to participants) per the WIOA Section 181 (b)(4).

13. Contract Work Hours and Safety Standards Act

In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S. C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

Appropriate standards for health and safety in work and training situations will be maintained. It further understands that it is to be responsible for initiating, maintaining and supervising all health and safety standards and precautions in connection with work and training situations. Health and safety standards established under federal and state laws otherwise applicable to working conditions to participants engaged in programs and activities under Title I of the WIOA must be applied per the WIOA Section 181(b)(5).

14. Conditions of Employment

Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants and/or employees. Individuals in on-the-job training or individuals employed in programs and activities under Title I shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working in similar length of time and doing the same type of work per the WIOA Section 191(b)(5).

15. Workers' Compensation

It will provide workers' compensation or insurance for injuries suffered by participants enrolled in its programs, or others as specifically noted elsewhere in this agreement and as required in the WIOA Section 181(b)(4).

16. Maintenance of Effort

Upon being funded by this agreement it will adhere to the following requirements:

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

with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Act or (3) the job is created in a promotional line that infringes in any way on the promotional opportunities of current employed workers.

17. Training Objectives

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

18. Work to be Performed

Shall ensure that the required performance levels are achieved pursuant to Section 6 of Form 2, entitled WIOA Contract Summary, incorporated herein by this reference and hereinafter referred to as "Form 2". The Subrecipient shall further ensure that all program activities related to the Program described in Section 4 of Form 2 comply with the terms of this Agreement. The Subrecipient acknowledges and understands that the U. S. Department of Labor (DOL), Jefferson County, AL and the local WDB shall supervise, evaluate and provide policy guidance and directing the Subrecipient in the conduct of all activities authorized under this agreement.

19. Use of Funds Supplanting

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

20. Schedule of Payments

Subject to the receipt of WIOA funds from the Governor of the State of Alabama and the quantity and quality of performance levels achieved by Subrecipient under this Agreement, Jefferson County, AL agrees to reimburse the Subrecipient for all expenses authorized in the Budget Section pursuant to Form 2, Form 3, Form 5 and Form 6, all of which are herein incorporated by this reference.

Approvals for reimbursement will be determined as follows:

The Subrecipient shall submit a "Requisition for Payment Invoice" on the forms supplied by the CAPTEWDB. Reimbursement of WIOA funds will be made to the Subrecipient based on Jefferson County's Department of Finance timetable of releasing funds. Appropriate documentation that has been deemed necessary by Alabama Department of Commerce and Jefferson County's Department of Finance guidelines must accompany the Requisition for Payment in order to be reimbursed by the Jefferson County Department of Finance. Corrections will be made, if necessary, to expedite payment to the Subrecipient. **ALL INVOICES WILL BE DUE and PAYABLE UPON RECEIPT BY THE CAPTEWDB.** All program and fiscal documents must be approved and submitted before final payment can be issued. Final payment will not be made until all closeout documents are authenticated and approved by the CAPTEWDB. The Grant Closeout Package will be mailed and due within 30 days of the sub-grant ending date. If the Subrecipient fails to submit a Request for Payment by its due date as described above, please refer to Section 36 for the remedy.

21. Reports

It will submit reports as required by the CAPTE and Jefferson County and will maintain records and provide access to them as necessary for Jefferson County's review to assure that funds are being expended in accordance with the stated purposes, objectives and provisions of this agreement; including the maintenance of records to assist Jefferson County in determining the extent to which the program meets the stated goals and objectives. It is further understood that such reports will be submitted monthly to the GRANTOR up to, but no later than ten (10) working days at the end of the reporting period. **The Subrecipient will also prepare, submit, and maintain participant records in accordance with the FORMS PREPARATION AND DATA VALIDATION REQUIREMENT HANDBOOK.**

22. Participant Selection

All applicants must be carefully screened to determine the youth's suitability and their chances for success in the program. Participants enrolled in programs funded by this agreement will be enrolled only after

certification of eligibility criteria. It is further understood that intentional noncompliance with this section by the Subrecipient will result in disallowed costs to the grant which shall be borne by the Subrecipient. (Core and Intensive Services are universal and do not require eligibility criteria to be applied, except for youth participants in order to receive these services).

23. Performance

Performance will be in accordance with the agreement including, but not limited to, Sections 18 and 21, and within the period as prescribed herein. The Subrecipient further assures that it will comply with all applicable laws, ordinances, charters, and regulations embraced in this agreement. By executing the agreement, the Subrecipient represents that it has familiarized itself with all applicable laws, ordinances, charters, and regulations embraced by or referred to in this agreement.

24. Acceptability

The work is to be done based on the performance outcomes set forth in Sections 18 and 21 of this Agreement and to the satisfaction of Jefferson County, AL or its designee. Jefferson County will interpret all reports and will decide the acceptability and progress of work; and will interpret the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this agreement. Jefferson County will be the sole judge of the validity and the acceptability of claims, if any, made by the Subrecipient and Jefferson County's decisions will be final, conclusive and binding on all parties concerned.

25. Indemnification

To the fullest extent permitted by law, the Subrecipient shall indemnify and hold harmless the governing body of Jefferson County, AL, the CAPTEWDB, and their respective officers, agents, employees and representatives against liability, claims, damages, losses, costs and expenses, including but not limited to attorney's fees, for or on account of any claims, suits, or damages of any character whatsoever, which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or part to any negligent or willful act or omission of any officer, employee, agent or representative of the Subrecipient.

26. Contingency

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

27. Bank Account

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

28. Bonding

Prior to initial advancement of funds to the Subrecipient, Jefferson County shall receive a statement from the Subrecipient or its insurer assuring that all persons handling funds received or disbursed under the agreement are covered by a fidelity bond in an amount equal to the maximum Subrecipient contractual award, or \$100,000, whichever is less. Jefferson County shall have the right to require the Subrecipient to furnish additional bonds covering the faithful performance of this agreement and all obligations arising thereunder if and as required by law.

29. Procurement and Property

It shall have written procedures for procurement transactions. These shall comply with the requirements noted at 2 CFR 200.318-326, General Procurement Standards. Per the WIOA, Section 184(a)(3)(B), all procurement contracts and other transactions between local boards and units of state and local governments must be conducted only on a cost reimbursement basis. No Provision for profit is allowed. Procurement of consumable supplies or materials, equipment, and services made pursuant to this

agreement shall be made by purchase order or written contract. Procurements by the Subrecipient shall be made in accordance with the provisions of 2 CFR 200.318-326, General Procurement Standards, and any additional provisions of Jefferson County, as applicable.

Equipment budgeted in any project under this contract should be procured and purchased no later than 6 months prior to the termination of this agreement. Equipment purchased under this contract should be properly tagged and reimbursement requested no later than 30 days after receipt. Failure to adhere to these provisions will result in the funds budgeted for equipment purchases being deleted from the budget by the Grantor.

The Subrecipient shall maintain records sufficient to detail the significant history of the procurement. These records shall include, but are not necessarily limited to the following: rationale for the method of procurement, the selection of contract type, Subrecipient or vendor selection or rejection, and the basis for the contract type.

It will be the responsibility of the Subrecipient to maintain a current inventory of all property acquired with WIOA funds provided by the CAPTEWDB/Alabama Department Commerce.

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

1. The property is no longer needed to fulfill obligations of the agreement.
2. The property has been used by the Subrecipient for purposes other than those authorized in writing by Jefferson County.
3. The use of property procured by Subrecipient with WIOA funds, or loaned to the Subrecipient by Jefferson County, is restricted to the duration of the agreement and for uses specified in the agreement. The property shall only be utilized for purposes authorized by the Act.

30. Subcontractors

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

By an appropriate written agreement, the Subrecipient shall require a subcontractor, to the extent of the work, labor, services, duties or functions to be performed by the subcontractor, to be bound by the terms of this agreement and to assume toward the Subrecipient all obligations and responsibilities which the Subrecipient, by this agreement, assumes toward Jefferson County, AL. The agreement between the Subrecipient and the subcontractor shall preserve and protect the rights of Jefferson County under the terms of this agreement with respect to the work, labor, services, duties or functions to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights.

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

31. Assignment of Interest

It may not assign any right or interest in this agreement.

32. Conflict of Interest – Real or Apparent

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

33. Monitoring, Evaluation and Audit

It agrees to cooperate with the monitoring, evaluation and/or audit conducted by Jefferson County, AL, the Alabama Department Commerce, the U.S. Department of Labor, the U.S. Comptroller General, or their designees.

34. Modifications

- (A) The Subrecipient shall submit a written request for modification prior to changing any budget line item or participant service level contained in this agreement. Such requests for modification of budget or activity shall be in the hands of Jefferson County, AL no later than five (5) workdays prior to the termination of the agreement.
- (B) All modifications initiated by the Subrecipient will be mutually agreed upon by the parties to this agreement.
- (C) Jefferson County may make a unilateral modification to this agreement at any time as long as such modification does not terminate said agreement.
- (D) Upon approval, expenditures may exceed the budgeted line item by 25% of the approved line item amount as long as the item(s) to be purchased are itemized in the agreement (Form 6 itemization). This variance applies to budgeted equipment as long as the total number of units budgeted does not exceed the total budget for equipment in any project. The equipment purchased must have already been a budgeted line item for this policy to be applicable.

35. Disallowed Cost Disputes

- (A) It shall assume complete and total responsibility for repayment to Jefferson County of any funds improperly expended pursuant to this agreement. The Subrecipient shall also at any time, either during the duration of this agreement or subsequent to its termination, submit to and cooperate with any audits or investigations initiated in regard to this agreement by either Jefferson County, Alabama Department of Commerce, the U.S. Department of Labor, or their designees.
- (B) Jefferson County reserves the right to at any time withhold payments due to the Subrecipient in an amount sufficient to recoup any prior payment or payments made to the Subrecipient for funds expended under this Agreement that have subsequently been determined to be unauthorized pursuant to this Agreement or the Act by Jefferson County, the U.S. Department of Labor, or their designees. Jefferson County further reserves the right to withhold any payment due to the Subrecipient until such time as the Subrecipient has attained all performance outcomes for reimbursement as set forth in Section 23 of this Agreement, and completed, to Jefferson County's satisfaction, any and all final reports, documents, or other information as may be required by Jefferson County.
- (C) It agrees to attempt to resolve any dispute which may arise from this Agreement by administrative process and negotiations in lieu of litigation and to continue performance under this Agreement during any such dispute. Any dispute concerning question of fact which is not resolved by informal means shall be decided by Jefferson County with said

decision reduced to writing and provided to the Subrecipient. Nothing in this section shall be construed as preventing the Subrecipient from appealing any such decision pursuant to the Act.

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

36. Indirect Cost

In accordance with 2 CFR 200.331(a)(1)(xiii) and (a)(4), and 2 DFR 200.414, Subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. The Alabama Department of Commerce and Jefferson County will not negotiate indirect cost rates with Subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR 200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs, but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as negotiated rate is approved by the Subrecipients' federal cognizant agency.

37. Termination

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

- A. Termination for Convenience. Jefferson County may terminate for convenience. Jefferson County shall give seven (7) calendar days advance written notice of the effective date of such a termination to the other party to the agreement. The SUBRCIPIENT shall be entitled to receive just and equitable compensation for any work or services satisfactorily performed hereunder through and until the date of termination.
- B. Termination for Cause. Jefferson County may terminate this agreement when it has determined that the Subrecipient has failed to provide any one or all of the services specified or to comply with any of the provisions contained in this agreement. If the Subrecipient fails to perform in whole or in part under this agreement or fails to make sufficient progress so as to endanger performance, Jefferson County will notify the Subrecipient of such unsatisfactory performance in writing. The Subrecipient will have seven (7) working days from the date of notification in which to respond with a plan agreeable to Jefferson County for correction of the deficiencies.
If the Subrecipient does not respond with appropriate plans, Jefferson County will serve a termination notice on the Subrecipient, which will become effective immediately upon receipt. In the event of such termination, Jefferson County shall be liable for payment only for work or services rendered prior to the effective date of the termination; provided however, that such services performed are in accordance with the provisions of this agreement.
- C. Right to Appeal. The Subrecipient shall have the right to appeal any determination made by the Office of Human-Community Service and Economic Development under this section to the County Manager; however, if the Subrecipient has failed to submit an appeal within seven (7) calendar days from written notice of the termination and/or has failed to request and receive approval from Jefferson County for extension of such, then he shall have no further right of appeal.

- D. No Appeal. In any case where Jefferson County has made a determination of the amount due the Subrecipient, Jefferson County shall pay to the Subrecipient the following:
1. If there is no right to appeal hereunder or if no timely appeal has been taken, the amount so determined by Jefferson County, or
 2. If an appeal has been taken, the amount finally determined on such appeal
- E. Deduction. In arriving at the amount due the Subrecipient under this section, there shall be deducted: any claim Jefferson County may have against the Subrecipient in connection with this agreement.
- F. Adjustment. If the termination hereunder be partial, prior to the settlement of the terminated portion of this agreement, the Subrecipient may file with Jefferson County a request, in writing, for an equitable adjustment of the price or prices specified in the agreement relating to the continued portion.
- In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs and reports prepared by the Subrecipient under this agreement shall, at the option of Jefferson County, and if in accordance with applicable state and federal regulations, become the property of Jefferson County. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- Notwithstanding the above, the Subrecipient shall not be relieved of liability to Jefferson County for damages sustained by Jefferson County by virtue of any breach of the agreement by the Subrecipient.

38. Product Ownership

It understands that matters regarding the rights to any inventions and materials generated under this agreement are subject to the requirements of the Office of Management and Budget, the U.S. Department of Labor (37 CFR 401.1 and 2(a)), and the patent and copyright laws of the United States.

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

39. Copyrights

The federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- B. Any rights of copyright to which a Subrecipient or subcontractor purchases ownership with grant support.

40. Cost of Contract

- (A) The total amount of this agreement shall not exceed the amount stated on Form 1, the Signature Sheet.
- (B) Costs budgeted under this contract are those administrative and program costs that are properly chargeable to WIOA fund sources. Costs incurred will be allocated to those fund sources according to the Subrecipient's cost allocation plan.
- (C) The Subrecipient will only use funds provided in this agreement for expenditures authorized and detailed in the Budget Section incorporated herein. Funds provided under

this agreement cannot be used as payment for any cost or obligation incurred prior to the effective date of this agreement.

- (D) No over expenditures will be allowed for the total individual cost category amount of the program budget of this agreement. Those specific line items, which compose the program budget, may not be changed unless such changes are demonstrated to be necessary for the completion of the agreement and a written request for modification is submitted to and approved by Jefferson County. The written request shall include specific information which justifies such modification and shall depict changes to or deletions from the current established budget in a legible and accurate manner.
- (E) Any time prior to the expiration of this agreement, Jefferson County may remove from the stated total cost of this agreement a proportional share of such funds as Jefferson County determines will remain unexpended upon expiration of the term of this agreement and such funds may be reallocated to other proper purposes by Jefferson County.
- (F) The Subrecipient shall not rent, lease, lease-purchase or acquire an Interest in property or equipment, the cost of which would be charged to this agreement, unless specifically authorized to do so in the aforementioned program budget, and without the prior written approval of Jefferson County. Where the program budget authorized the acquisition of an interest in property or equipment to be charged to this agreement, the Subrecipient shall immediately upon the termination of this agreement, surrender title and possession of all such property or equipment to Jefferson County, Alabama Department of Commerce, or to the agency designated by the U.S. Department of Labor, where such a designation is made. Titles to property acquired or produced by a commercial Subrecipient with funds under this agreement shall vest in the awarding agency (Jefferson County) at time of purchase.

41. Purchases of American-Made Equipment and Products

It shall adhere to Section 507 of Public Law 103-333, as stated; it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from the agreement should be American made.

42. Public Relations

It agrees that if any type of public relations is performed in conjunction with the program under this contract, due credit will be given to the Act, the U.S. Department of Labor, and Jefferson County.

43. Federal Regulation Compliance

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

In the event this contract or grant award is for an amount which exceeds \$2,000 and is a prime construction contract, the contractor or Subrecipient shall comply with the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-Kickback" Act, 40 W.S. C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to

receive,. In the event of a suspected or reported violation of either the Davis-Bacon Act or Copeland "Anti-Kickback" Act, Jefferson County shall report such violation to the federal awarding agency.

In appropriate circumstances the Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Contract Work Hours and Safety Standards Act, 40 U.S.C./327-33; Also, Jefferson County may include, as a part of this agreement, specific provisions with respect to the aforementioned statutory provisions, standards, orders and regulations.

44. Construction

It will ensure that WIOA Title I funds provided under this agreement are not spent on construction or purchase of facilities or buildings except:

- A. To meet a recipient's as the term is defined in 29 CFR 31.2(h), obligation to provide physical and programmatic accessibility and reasonable accommodation, as required by Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended;
- B. to fund repairs, alterations and capital improvements of:
 - 1. SESA real property, identified at WIOA Section 192, using a formula that assesses costs proportionate to space utilized;
 - 2. JTPA and WIA owned property which is transferred to WIOA Title I programs;
- C. For job Corps facilities, as authorized by the WIOA Section 160(3)(B); and
- D. To fund disaster relief employment on projects for demolition, cleaning, repair, renovation, and reconstruction of damaged and destroyed structures, facilities, and lands located within a disaster area (WIOA Section 170(d)(1)(A).

45. Amendments

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

46. Successors

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

47. Written Notice

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

48. Warranty

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

49. Rights and Remedies

- (A) The duties and obligations imposed by this agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights or remedies otherwise imposed or available by law.
- (B) Jefferson County shall be entitled to exercise any and all administrative, contractual, and legal rights and remedies imposed by or available to Jefferson County in the event of a breach or violation of this agreement by the Subrecipient.
- (C) No action or failure to act by Jefferson County or the Subrecipient shall constitute a waiver of any right or duty afforded any of them under this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

50. Suspensions of Payment

Payment under this agreement may be suspended in the event that the Subrecipient has an outstanding audit exception under any program funded by Jefferson County or in the event there is an amount owing to Jefferson County, the Alabama Department of Commerce or the federal government that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by Jefferson County, then Jefferson County shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved..

51. Audit Requirements

It shall comply with the audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements.

Nothing contained in this agreement shall be construed to mean that the Alabama Department of Commerce and/or Jefferson County cannot utilize its auditors regarding limited scope audits of various Alabama Department of Commerce and/or Jefferson County funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to:

Dr. Frederick L. Hamilton, Director
Jefferson County Office of Human-Community
Services and Economic Development
Division of Workforce Development
Suite A-430
716 Richard Arrington Jr., Blvd North
Birmingham, AL 35203

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F 200.512.

52. Debarment and Suspensions Certification

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211.)

No RECIPIENT or Subrecipient shall make any sub grants or permit any contract or subcontract at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs in accordance with the Department of Labor regulations 29 CFR Part 98.

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

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

53. Certification Regarding Lobbying

All WIOA Title I Recipients and Subrecipients must comply with the restrictions on lobbying which are codified in the U S Department of Labor regulations at 29 CFR Part 93 WIOA Section 195). No Federal Appropriated Funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or

modification of any federal contract, grant, loan, or cooperative agreement. (Byrd Anti-Lobbying Amendment 31 U.S.C. 1352)

If any funds other than Federal Appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

54. Transparency Act Requirements

Awards under these programs are included under the provisions of P.L. 109-282, the Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<http://www.fsrs.gov/>) and in accordance with the terms found in the federal regulations at 2 DFT Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division with Alabama Department of Commerce, which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable Alabama Department of Commerce division to Subrecipients.

55. Clean Air Act and Federal Water Pollution Control Act

In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S. C. 7401-7671Q, and the Federal Water Pollution Control Act, 33 U.S. C, 1251-1387. Jefferson County shall report any suspected or reported violation to the federal awarding agency and to the Environmental Protection Agency.

56. Energy Conservation

It shall comply with all mandatory standards and policies relating to energy, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42U.S.C. 6201 et seq. (Public Law 94-163).

57. Procurement of Recovered Materials

2 CFR 200.322 provides that a non-federal entity that is a state agency of a political subdivision of a state and its contractors must comply with Section 602 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximized energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the DPA guidelines.

58. Tobacco Smoke

It shall comply with Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083), which prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments by federal grant, contract, loan or loan guarantee.

59. Human Trafficking Provisions

This award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22U.S.C. 7104).

60. Act 2016-312 Prohibition against Boycotting

Subrecipient certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

61. Audit Exception Unresolved Questioned Costs/Outstanding Debts

It certifies by signing this agreement that it does not have any unresolved audit exceptions, unresolved questions of cost or findings of fiscal inadequacy as a result of project monitoring.

62. Relocation

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

Further, the Subrecipient will ensure that no WIOA Title I funds are provided under this agreement for customized training, skill training, or on the job training or company specific assessment of job applicants or employees of a business or part of a business that has relocated from any location in the United States, until the company has operated at the location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location.

63. Code of Standards

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

64. Public Service Employment

It will ensure that no funds available under this agreement are used for public service employment, except to provide disaster relief employment as specifically authorized in Section 170(d) of the WIOA (Section 194(1)).

65. Employment Generating Activities and Foreign Travel

It will ensure that no funds available under this agreement are used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities, unless they are directly related to training for eligible individuals (WIOA Section 181(e)). The Subrecipient will also ensure that no WIOA Title I funds are spent on wages of incumbent employees during participation in economic development activities provided through a Statewide Workforce Innovation and Opportunity Act System (WIOA Section 181(b)(1)).

66. Foreign Travel

It will ensure that no funds under this agreement shall be used for foreign travel (WIOA Section 181(e)).

67. Tryout Employment

It will ensure that no funds under this agreement are used for tryout employment.

68. Reports of Violations

It shall advise all employees that no action of any kind will be taken against an employee for providing information concerning any violation of the Act to the U.S. Department of Labor, Incident Reporting System; and that if a complainant considers that his/her position will be compromised by submitting information through the system, they may send the report directly to the U.S. Department of Labor Inspector General.

69. Drug Free Work Place

It certifies by execution of this Agreement that it will comply with Subpart F, Drug-Free Workplace Requirements as codified by the U S Department of Labor (29 CFR Part 98.600-635) and as required by

the WIOA Regulations. A separate certification, specific to the site, of performance relative to the agreement is also required (29 CFR Part 98.630).

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8181 et seq.), the "Drug-Free Workplace Act of 1988", all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

70. Insurance

It will maintain such insurance as will protect him and Jefferson County from claims under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which will be written by companies authorized to do business in Jefferson County, Alabama and **shall** include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) day(s) after Purchase Order/contract date. A copy of the policy must be provided as verification of the following:

Insurance Minimum Coverage:

The contracting party shall file the following insurance coverage and limits of liability with the County's Human Resources Department and the Purchasing Department before receiving WIOA funds:

	\$1,000,000	Bodily injury and property damage combined occurrence
	\$1,000,000	Bodily injury and property damage combined aggregate
	\$1,000,000	Personal injury aggregate Comprehensive Form including Premises/Operation Products/Completed Operations, Contractual, Independent Subrecipients, Broad Form property damage person injury.
Automobile Liability:		
	\$1,000,000	Bodily injury and property damage combined coverage; any automobile including hired and non-owned vehicles
		Workers Compensation and Employers Liability:
	\$100,000	limit each occurrence
Umbrella Coverage:		
	\$1,000,000	each occurrence
	\$1,000,000	aggregate

Added Additional Insured by Endorsement: Jefferson County Commission

71. Governing Law

This contract is made and entered into in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The Subrecipient agrees to attempt to resolve disputes arising from this agreement by administrative processes and by negotiations in lieu of litigation. Continued performance during all disputes is assured.

In connection with any dispute or appeal arising under this section, the Subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position; the Subrecipient shall be accorded this opportunity prior to any decision by Jefferson County's authorized representative. Pending the appeals process and a final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of this agreement in accordance with Jefferson County's decision.

The Subrecipient will have protest procedures to handle and resolve disputes relating to its procurements. A protester shall exhaust all administrative remedies with Subrecipient before pursuing a protest at a higher level.

Any dispute concerning a question of fact arising under this agreement, which is not settled by informal means, shall be the jurisdiction and venue of the Circuit Court of Jefferson County, Alabama; Birmingham Division.

72. Mandatory Disclosures

Pursuant to 2 DFR 100.113, the Subrecipient must disclose, in a timely, in writing to Jefferson County all violations of federal criminal law involving fraud, bribery, or gratuity violations.

73. Not to Constitute a Debt of the State or Jefferson County, AL

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by the Amendment No. 26, nor of Jefferson County, AL.

74. Conflicting Provision

If any provision of the Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of the Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

75. Assignability

It shall not assign any right or interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of Jefferson County, AL thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from Jefferson County under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to Jefferson County, AL.

76. Contingency Clause

It is expressly understood and mutually agreed that any Jefferson County commitment of funds herein shall be contingent upon receipt and availability Jefferson County of funds under the program for which this agreement is made. If this agreement involves federal funds, the amount of this Agreement will be adjusted by the amount of any federal recessions and or deferrals. Payments made by Jefferson County under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient. Funds appropriated and obligated to this award are available for reimbursement of costs until the end of the performance period set forth in the Agreement.

77. Grant Funds Paid

The County, the Subrecipient and/or the Subrecipient's representative signed below certify by the execution of this Agreement that no part of the funds paid to Subrecipient pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Subrecipient, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination the Subrecipient shall immediately refund to the County all amounts paid pursuant to this Agreement.

78. Disclaimer

Jefferson County specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from Jefferson County whether by contract, grant, loan, or by any other means. No Subrecipient, contractor or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of Jefferson County shall be considered an agent or employee of Jefferson County or any division/department thereof. Jefferson County and its agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the act or omissions of any Subrecipient, contractor or agency, or any other person.

79. Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

80. Representation

By executing this agreement, the Subrecipient represents that it has read and understands the provisions of this agreement.

JEFFERSON COUNTY COMMISSION

SUBRECIPIENT

By: James A. Stephens
President

By:

print name and title of signatory official

Date:

Date: