

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. *20040320*

1. **REQUESTED MOTION:** Allow Chairman to execute grant agreement.

ACTION REQUESTED: Approve and execute contract with the Department of Community Affairs and the Budget Resolution for the 2nd Weatherization Grant, (WAP) for fiscal year 2004

WHY ACTION IS NECESSARY: DCA requires agreements to provide funding.

WHAT ACTION ACCOMPLISHES: Allows the Department of Human Services to accept an additional \$22,406 for the weatherization of homes in Lee County.

2. **DEPARTMENTAL CATEGORY:** *05*
COMMISSION DISTRICT #

C5A

3. **MEETING DATE:**

03-30-2004

4. **AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. **REQUIREMENT/PURPOSE:**
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. **REQUESTOR OF INFORMATION:**

- A. COMMISSIONER N/A
- B. DEPARTMENT Human Services
- C. DIVISION N/A
- BY: Karen Hawes, Director

7. **BACKGROUND:** DHS has been providing weatherization for more than 10 years. Grant agreements are required to receive funds. This is the second grant received for budget year 2004 and will allow DHS to provide energy assistance to very low income families.

ATTACHMENTS: Grant Agreement (4 originals)
Budget resolution Request
Grants at a Glance

8. **MANAGEMENT RECOMMENDATIONS:**

9. **RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Karen Hawes</i>	N/A	N/A	N/A	<i>Andrea</i>	OA	OM	Risk	GC	<i>AS</i>
					<i>RK 3/17</i>	<i>AS 3/18/04</i>	<i>OS 3/17/04</i>	<i>AS 3/17/04</i>	<i>AS 3/17/04</i>

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *3/16/04*
Time: *3:05 PM*
Forwarded To:
Budget
3/17/04 10:45 AM

RECEIVED BY
COUNTY ADMIN: *AS*
3/17/04
11:00 AM SGT
COUNTY ADMIN
FORWARDED TO: *PL*
3/17/04
4 PM

RESOLUTION

Amending the General Fund #00100 Budget for additional revenues for Fiscal Year 2003-2004.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund #00100 budget for \$22,406 of the additional revenue from Weatherization Assistance Program (WAP) and an appropriation of a like amount for rehabilitation grants and loans and;

WHEREAS, the General Fund #00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$327,818,973
Additions		
11075100100.331620.9002	Weatherization Assistance	\$22,406
Amended Total Estimated Revenues		\$327,841,379

APPROPRIATIONS

Prior Total:		\$327,818,973
Additions		
11075100100.508302.1133	Rehabilitation Grants & Loans	22,406
Amended Total Appropriations		\$327,841,379

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund #00100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

1. County Grant ID (project #) 0751
2. Title of Grant: Weatherization Assistance Program
3. Amount of Award: \$22,406
4. Amount of Match Required: \$0
5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #81.042	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: 04WX-00-09-46-01-515

8. Contract Period:	Begin Date: <u>04/01/04</u>	End Date: <u>2/15/05</u>
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or execution by both parties, whichever is later.

9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11075100100

11. Scope of Grant: Funds are to be used to provide energy saving
(describe project) repairs and installation of energy saving
measures for low income families

FORWARD WITH AGREEMENT AND BLUE SHEET

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ADMINISTERING DEPARTMENT INFORMATION

1. Department: Human Services

2. Contacts:

Program Mgr. Marsha Popkey	Phone #: 652-7941
Fiscal Mgr. Barbara J. Hollis	Phone #: 652-7923

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

1. Grantor Agency: Florida Dept. of Community Affairs

2. Program Title/Division: Housing and Community Development

3. Agency Contact: Mr. Norm Gemple

4. Phone Number: 850-488-7541

5. Mailing Address: 2555 Shumard Oak Blvd.
Tallahassee, Fl. 32399-2100

SOURCE OF FUNDS

1. Original Funding

Source: U.S. Dept. of Energy
(name of agency where funding originated from)

2. Pass Through Agency: Florida Dept. of Community Affairs

(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT -- then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).

3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee
or Subrecipient in #3 above: Grantee

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - **DO NOT LEAVE ANY BLANKS** - USE N/A WHEN NOT APPLICABLE

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain: _____

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, as Secretary of _____
_____, a Florida nonprofit Corporation
("Corporation"), hereby certify that the following is a full, true and accurate copy of the
resolution of the Board of Directors of the Corporation, duly and regularly passed and adopted at
a meeting of the Board duly called and held in all respects as required by law and by the bylaws
of the Corporation on _____, at which meeting a quorum of the Board was
present, and that the resolution remains in full force and effect and has not been modified or
repealed.

WHEREAS, it is in the best interest of the Corporation to enter into a grant agreement with the
Florida Department of Community Affairs for the Fiscal Year 2004-2005 Weatherization
Assistance Program,.

RESOLVED, that _____, as the
_____ of the Corporation is hereby authorized and empowered on
behalf of the Corporation to negotiate the terms for and to enter into and execute the above
described agreement with the Florida Department of Community Affairs, and to negotiate
the terms for and to execute any and all related documents which are necessary to effectuate
the terms of said agreement.

Executed by me as Secretary of the Corporation on _____.

Secretary

(Corporate Seal)

President

Contract Number: 04WX-00-09-46-01-515

CFDA Number: 81.042

**WEATHERIZATION ASSISTANCE PROGRAM
FEDERALLY FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and, Lee County Board of County Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the federal government, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, and shall end February 15, 2005, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with § 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(e) Any additional terms and conditions pertaining to recordkeeping are set forth in Attachment C and all terms and conditions pertaining to property management and procurement under this Agreement are set forth in Attachment H.

(6) REPORTS

(a) At a minimum, the Recipient shall provide the Department with monthly reports, semi-annual reports, and with a close-out report.

(b) Monthly reports are due to be received by the Department 10 days after the end of each month. Semi-Annual reports are due to be received by the Department on April 15 and October 15.

(c) The close-out report is due 45 days after termination of this Agreement or upon completion of the activities contained in this Agreement.

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (9). The Department may terminate the Agreement with a Recipient if reports are not received within 30 days after written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work.

(e) Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department.

(f) The Recipient shall provide additional reports and information as identified in Attachment D.

(7) MONITORING.

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Fee for Service and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set for in Attachments A-1 and A-2 to this Agreement. In addition, the Department will monitor the performance and financial management by the Recipient throughout the Agreement term to ensure timely completion of tasks.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDIT REQUIREMENTS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Contractor throughout the contract term to ensure timely completion of all tasks.

(8) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(9) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Fee for Service and Scope of Work attached hereto as Attachment A-1 and Attachment A-2.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law;

(c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) In addition to any other remedies, the Recipient shall return to the Department any funds which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(10) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

Mr. Norm Gempel
Department of Community Affairs
Division of Housing and Community Development
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 488-7541
Fax: (850) 488-2488
Email: norm.gempel@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Marsha Popkey
Program Manager
Telephone: 239-652-7941
Fax: 239-652-7955
Email: Mpopkey@leegov.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.

(11) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor or discriminatory vendor list.

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

(g) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-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 public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall submit to the Department (by email or facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment L) for each prospective subcontractor which the Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering a contract with any prospective subcontractor.

(12) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 12 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following: The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Weatherization Program
Division of Housing and Community Development
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

And

Department of Community Affairs
Weatherization Program
Division of Housing and Community Development
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

(j) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(k) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(l) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(m) The audit is due seven (7) months after the end of the fiscal year of the Recipient or by the date the audit report is issued by the state Auditor General, whichever is later.

(n) An audit performed by the State Auditor General shall be deemed to satisfy the above audit requirements.

(13) SUBCONTRACTS.

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(14) TERMS AND CONDITIONS.

The Agreement contains all the terms and conditions agreed upon by the parties.

(15) ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit	1	Funding Sources
Attachment	A-1	Fee for Service Summary and Detail
Attachment	A-2	Scope of Work
Attachment	B-1	Program Statutes and Regulations
Attachment	B-2	Monitoring, Evaluation & Technical Assistance
Attachment	C	Record Keeping
Attachment	D	Reports
Attachment	E	Advance Justification
Attachment	F	Property Management and Procurement
Attachment	G	Copyright, Patent and Trademark
Attachment	H	Statement of Assurances
Attachment	I	County Allocations
Attachment	J	Special Conditions
Attachment	K	Recipient Information Form
Attachment	L	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(16) FUNDING/CONSIDERATION.

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$22,406 subject to the availability of funds.

Performance of work must be in accordance with the provisions of Attachment A-2, Scope of Work. The Recipient will be reimbursed for 30% of the total cost of materials, labor and energy related health and safety measures as a Fee for Service based on monthly completion of units. Based on the Fee for Service amount, the total cost of materials, labor and the health and safety total, the recipient may charge 10% for Administration as explained in the provisions of Attachment A-1, Fee for Service Summary and Detail. Administration may not exceed 10% of the total amount of the Agreement. If the Recipient has failed to meet the performance requirements of the Fee for Service Scope of Work, Attachments A-1 and A-2, of the Agreement, the Department may unilaterally, upon written notice to the Recipient, decrease the funding under this Agreement. The decrease will be effective upon receipt of notice by the Recipient.

(b) Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Fee for Service and Scope of Work, Attachments A-1 and A-2 of this Agreement.

(17) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(b) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for a period that may not exceed two (2) years or for a period no longer than the term of the original agreement, whichever period is longer, specifying the terms under which the cost may change as determined in the pertinent statutes or regulations.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(f) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(18) LOBBYING PROHIBITION.

(a) No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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 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.

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 subawards 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 representative 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.

(19) COPYRIGHT, PATENT AND TRADEMARK

If applicable to this Agreement, refer to Attachment G for terms and conditions relating to copyrights, patents and trademarks.

(20) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(21) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.

(22) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT:

Lee County Board of County Commissioners

BY: _____

John Albion, Chairman

(Type Name and Title)

Date: 3/30/04

FID# 59-6000702

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

Janice Browning, Director
Division of Housing and Community Development

Date: _____

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program: **Weatherization Assistance Program**
Federal Agency: **United States Department of Energy**
CFDA Number: **81.042**
Amount: **\$22,406**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:
List applicable compliance requirements as follows:

1. Purposes resources must be used for:

The Recipient will use these funds to perform energy saving repairs and installation of energy saving measures on low-income homes throughout the state. These funds will be administered statewide through an existing network of non-profit and local government agencies. These funds will be expended in accordance with the Scope of Work, Attachment A-2; Program Statues and Regulations, Attachment B-1; Record Keeping, Attachment C; Reports, Attachment D; Property Management and Procurement, Attachment F; Statement of Assurances, Attachment G; County Allocations, Attachment H; Special Conditions (When Applicable), Attachment I of this Agreement and applicable OMB Circulars.

2. Eligibility requirements for recipients of the resources:

The recipient will comply with eligibility requirements as set forth in the Department of Energy 10 CFR Part 440 Final Rule and applicable OMB Circulars. First applicable compliance requirement (e.g., what services/purposes resources must be used for).

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS: N/A

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ 0.00

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) - \$ 0.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of AABC@ for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

ATTACHMENT A-1
FEE FOR SERVICE SUMMARY AND DETAIL REPORTING INSTRUCTIONS (WAP)
BWR MATERIAL AND LABOR TOTALS MUST EQUAL THE AMOUNTS SHOWN ON THE FSR

From the Financial Status Report:	CURRENT MONTH	TOTAL TO DATE
1. a) Material (Total from BWRs)		
b) Labor (Total from BWRs)		
2. Health and Safety- \$300 maximum per unit (Material & Labor for energy-related hazards only)		
3. Total of Lines 1a, 1b, & 2		
4. Fee for Service (Line 3 X 30%)		
5. Total of Lines 1a, 1b, 2 & 4 (current month column)		
6. Administration (Line 5 X 10%)		
7. Comprehensive Annual Audit		
8. Training & Technical Assistance		
9. Totals (Current Month & Total to Date Columns)		

Note: Homes in which all scheduled work has been performed and completed, the final inspection performed and the BWR signed by the client and the inspector, may be reported as completed.

REPORTING INSTRUCTIONS

1.a)	MATERIAL: Total materials installed on the units submitted for allowable weatherization measures.
b)	LABOR: Total labor tied to the installation of materials on the units submitted. (This does not include pre and post blower door labor, inspections, intake etc.)
2.	HEALTH AND SAFETY (ENERGY-RELATED HAZARD MEASURES ONLY): This category must be reported separately. This is for material and labor (other than weatherization material & labor) to abate

	energy-related health and safety hazards. Maximum amount allowable is \$300 per unit.
3.	TOTAL LINES 1a, 1b, and 2: This is the amount used for calculating the Fee for Service.
4.	FEE FOR SERVICE (LINE 3 X 30%): This amount will be based on the total of material and labor and energy related hazard abatement measures for units completed monthly. Liability insurance and costs that were program support will be incorporated into the Fee for Service (FFS).
5.	TOTAL OF LINE 1a, 1b, 2 AND LINE 4: This is the amount used for calculating the monthly administration fee allowed.
6.	ADMINISTRATION (LINE 5 X 10%): This can only be earned monthly, based on the total of material, labor, health and safety and Fee for Service.
7.	COMPREHENSIVE ANNUAL AUDIT: This is for the pro rata share of the agency audit charged to each program. The Recipient must not bill in excess of 1/12th of the cost of the audit in any single month.
8.	TRAINING AND TECHNICAL ASSISTANCE: Equipment, travel for training, workshops or conferences will not be reimbursed without prior written approval from the Department.
9.	TOTALS (CURRENT MONTH & TOTAL TO DATE COLUMNS): Add these columns and enter the totals on this line.

ATTACHMENT A-2

SCOPE OF WORK

In carrying out this Agreement, the Recipient will provide the necessary personnel, materials, services and facilities, except as otherwise provided herein, to carry out the program. The Recipient will be responsible for the following activities:

- A.** Soliciting, identifying and qualifying low-income residents within the Recipient's identified service area with the need and desire for energy conservation assistance. The Recipient will make the services provided for under this contract available to all eligible clients in the counties to be served.
- B.** Evaluating the needs of each residence following the National Energy Audit (NEAT) and supplemental Department and federal Department of Energy guidelines. Each unit must be evaluated with a walk-around inspection package, visual observation and measurements, blower door tests and monoxer tests. This information will be entered into the NEAT computer program which will generate a print-out of recommended measures to be performed. This print-out sheet will separate the measures by Air Infiltration Reduction Items, Savings to Investment Ratio (SIR), and Cost of materials and labor to perform the measures. The Department also requires that the following measures be installed on every unit receiving energy conversation measures; low flow showerhead, water heater blanket, water line insulation and air filters for heating and cooling units.
- C.** The cost of labor and materials for weatherization measures under this agreement should not exceed an average of \$2,614 per house. Prior approval from the Weatherization Program Office is required to exceed this amount.
- D.** When the agency WAP Coordinator has determined the weatherization activities to be performed on a home, the measures to be addressed will be listed on a Client/Agency Pre-Work Order Agreement Form. The work to be performed will then be discussed with the client, and both the client and the coordinator will sign and date the form. Once this form is signed work may commence.
- E.** Supervising, monitoring and ensuring the quality of all work by staff, volunteers and subcontractors.
- F.** Providing a final inspection and certification of all work by an employee of the Recipient not directly responsible for the work to evaluate the quality and completeness of the job.
- G.** Providing the Department with documentation and reports as required by this Agreement as well as other information related to this project as may be specified by the Department.

ATTACHMENT B-1

PROGRAM STATUTES AND REGULATIONS

Both the Recipient and the Department shall be governed by applicable laws and rules, including but not limited to:

A. Pub. L. 94-385, Part A, Title IV ("Energy Conservation and Production Act of 1976"); the Omnibus Budget Reconciliation Act of 1981, Title XXVI of Pub. L. 97-35 (Low-Income Home Energy Assistance Act of 1981); Title II, Part 2, of the National Energy Conservation Policy Act of 1978 (Pub. L. 96-619); Title V, Subtitle E, of the Energy Security Act of 1981 (Pub. L. 96- 294); and Chapter 163, Fla. Stat.

B. All federal statutes relating to nondiscrimination including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

2. 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 sex;

3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps;

4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age;

5. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse;

6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

7. Subsections 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;

8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; and

9. The requirements of any other nondiscrimination statute(s) which may apply to the Weatherization Assistance Program.

10. The Americans with Disabilities Act of 1990, Public Law 101-336 (42 U.S.C. Sections 12101 through 12213).

C. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60).

D. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 1857 et seq.) and the federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

E. The Recipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4081 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

F. The Recipient will assist in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)

G. In compliance with 10 C.F.R. Subpart E, Part 1036.510 (Appendix B), the Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared eligible, or voluntarily excluded from participating in this Agreement by any Federal Department or agency.

H. The Recipient shall screen applicants for program eligibility under 1986 Immigration and Nationality Act, as currently amended.

I. Recipients which procure \$10,000 or more of insulation products annually are required to put into effect an affirmative procurement program to insure the purchase of insulation products composed of the highest percentage of recoverable materials practicable, taking into consideration competition, availability, technical performance and cost in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and guidelines promulgated by the Environmental Protection Agency.

J. All applicable federal rules, regulations and guidelines including 10 C.F.R. 600, and all applicable OMB Circulars, as revised, as they relate to the application, acceptance, and use of federal funds under this Agreement.

K. Other applicable federal and State laws, rules, regulations and guidelines.

L. There shall be no religious worship, instruction, or proselytization as any part of, or in connection with, the performance of this Agreement.

M. The Recipient certifies that neither its organization nor any member of the staff is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The contractor may not make any subcontract to a debarred or suspended party. A current listing of such parties is maintained by the Department for review.

N. Before beginning work on any dwelling, the Recipient shall have:

1. Documentation of client income eligibility in accordance with the most recent federally established Poverty Income Guidelines. Client income verification must be conducted within 180 days prior to the date the work begins.
2. Documentation of authorization from the owner of the dwelling or his authorized agent.
3. Documentation of proof of ownership.
4. Agreement with the owner of rental property assuring compliance with 10 C.F.R. Part 440.22.

O. INTEREST INCOME: Except as provided for advance payments, the Recipient may temporarily invest grant funds, but any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount. Any interest income earned by the temporary investment of these grant funds that are not applied against the Department's obligation to pay shall be returned to the Department at the time of submission of the final close-out report.

P. PROGRAM INCOME: Recipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities in accordance with Rule Chapter 9B-24, Florida Administrative Code. The amount of program income and its disposition must be reported to the Department at the time of submission of the final close-out report. Expenditure of program income balances at contract end must be approved by the Department.

Q. A written appeal system must be adopted by the Board of Directors of the Recipient, posted in the Recipient's agency, and provided in writing to those applying for services.

In the event of a complaint/appeal, the complaint/appeal shall first be heard by the:

Housing Services Program Manager (Title of Position).

Should the first designated party be unable to resolve the difficulty, the second complaint/appeal will be heard by: Director of Human Services (Title of Position).

Should the second level complaint/appeal be unable to resolve the difficulty, the final hearing will be held by: the Lee County Board of County Commissioners (Committee or Full Board).

All complaints received by the Department will be referred to the Recipient.

ATTACHMENT B-2

MONITORING, EVALUATION & TECHNICAL ASSISTANCE

A. Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon request by the Recipient and/or upon a determination by the Department of Recipient need.

B. The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall ensure the cooperation of its employees, and any subgrantees with whom the Recipient contracts to carry out program activities.

ATTACHMENT C

RECORD KEEPING

A. Information on each client should include, but not be limited to: Client Intake Form, Client Selection (Priority) Criteria, Copy of the Compliant/Appeal Procedures Form, Picture ID, Social Security Cards, Documentation of *Income for all members of the household*, Documentation of Ownership or Landlord Agreement (when applicable), Building Work Report (BWR), National Energy Audit (NEAT), Household Data Form, a copy of the Client/Agency Pre-Work Agreement Form, invoices and payment vouchers.

B. When the agency WAP Coordinator has determined the weatherization activities to be performed on a home, the measures to be addressed will be listed on a Client/Agency Pre-Work Order Agreement Form. The work to be performed will then be discussed with the client, and both the client and the coordinator will sign and date the form. Once this form is signed, work may commence and a copy of this form must be placed in the client file.

ATTACHMENT D

REPORTS

A. Reports are due to the Department by the 10th of the month. The Recipient shall submit a Financial Status Report (FSR), a Monthly Production Summary Report and a Building Work Report (BWR) package for each dwelling unit on which work has been completed and inspected. The BWR package shall consist of a signed, dated copy of the BWR, a copy of the NEAT printout sheet and a completed and signed Client Intake Form. Closeout reports will be due no later than March 31, 2005. No payments will be processed after March 31, 2005. Agencies that have not submitted satisfactory closeout reports by March 31, 2005 will have their contracts administratively closed. Any funds owed to the Department must be paid no later than March 31, 2005.

B. All subgrantees are encouraged to contact clients having received weatherization services after sixty days, to obtain the post weatherization utility bill amount. This comparison of utility bill amounts, pre and post, may then be reported on the Semi-Annual Success Story Report.

C. Failure to submit all required reports as outlined in A. shall constitute grounds for suspension or termination of this agreement. Reports and notices must be submitted to:

Department of Community Affairs
Division of Housing and Community Development
Bureau of Community Assistance, Weatherization Assistance Program
2555 Shumard Oak Blvd., The Sadowski Building
Tallahassee, Florida 32399-2100

D. The audit is due seven (7) months after the end of the fiscal year of the Recipient or by the date the audit report is issued by the state Auditor General, whichever is later.

E. Hand delivered reports must be date stamped in by Department staff. Each report form shall be signed by the Recipient's designated agent.

**ATTACHMENT E
WEATHERIZATION ASSISTANCE PROGRAM (WAP) JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT:

Indicate if you are requesting an advance or if no advance is being requested by completing the appropriate areas below. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial 3 months. Thereafter, disbursements shall be made on a reimbursement basis.

NO ADVANCE REQUESTED

No advance payment is requested; payment will be made solely on a reimbursement basis.

TOTAL COMBINED ADVANCE REQUESTED

Advance payment of _____ is requested; balance of payments will be made on a reimbursement basis. The funds are needed to pay staff, award benefits to clients, duplicate forms, purchase start-up supplies and equipment. We would not be able to operate this program without this advance.

DIRECTIONS:

- First Time Recipients: Must provide the Department with an estimation of expenditures for the first three months of the contract. Only the column for the current fiscal year needs to be completed.
- Continuing Recipients: Must compare three years of expenditures to advance payments received.

COMPLETE BELOW FOR THE FIRST THREE MONTHS EXPENDITURES FOR THE WEATHERIZATION PROGRAM		(1) Contract 01 (First three months of contract)	(2) Contract 02 (First three months of contract)	(3) Contract 03 (First three months of contract)	(4) Total (3 Years)	(5) Average (3 Years)
1.	WEATHERIZATION					

	Required Information	(6) Contract 01 (First three months of contract)	(7) Contract 02 (First three months of contract)	(8) Contract 03 (First three months of contract)	(9) Total	(10) Average
2.	TOTAL ADVANCES					
3.	TOTAL EXPENDITURES					
4.	DIFFERENCE					

NOTE:

- Expenditures: Line 1 program/per previous three contract years - Materials and labor, Administration, travel, equipment expenses, audit expenses, and Fee For Service (based on materials and labor expenditures).
- Line 5: Total from column 1.
- Advance Requested: Should be based on the total average Line 3 Column 10 - or the Request Waiver information below.
- Line 4: Difference between advance and expenditure.

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

The recipient has exceptional circumstances that require an advance greater than the first three months average expenditures of the previous three years. Complete estimated chart and Justification below. **Insert total expenses above in Advance Requested.**

BUDGET CATEGORY	2003-2004 Anticipated Expenditures for the First Three Months of Contract	Justification (Explanation of Circumstances) Attach additional pages if needed.
TOTAL Anticipated (First Three Months)		

ATTACHMENT F

PROPERTY MANAGEMENT AND PROCUREMENT

A. The Recipient shall comply with procurement standards equivalent to the requirements of 10 C.F.R. 600.436(b) for local government subrecipients and 10 C.F.R. 600.119 for non-profit Recipients and relevant state and local laws applicable to the procurement of supplies, equipment, construction, and services.

B. The Recipient shall comply with property management standards for non-expendable property equivalent to 10 C.F.R. 600.432 for local government Recipients and 10 C.F.R. 600.117 for non-profit Recipients.

ATTACHMENT G

COPYRIGHT, PATENT AND TRADEMARK

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

ATTACHMENT H

STATEMENT OF ASSURANCES

The Recipient hereby certifies the following assurances:

A. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the filing of the contract, including all understandings and assurances contained therein, and directing and authorizing the Recipient's chief executive to act in connection with the agreement and to provide such additional information as may be required.

B. Contractors' and subcontractors' licenses must comply with state and local laws, ordinances and regulations, and shall be appropriate and adequate to cover each of the tasks being performed pursuant to this Agreement and any subcontracts under this Agreement. The Recipient shall maintain copies of all contractor and subcontractor licenses (current for the program year when the work is performed), as well as a copy of each contractor's liability insurance policy.

C. Units of local government, Indian tribes and non-profit organizations shall secure and maintain such insurance as may be necessary for protection from claims under Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement.

D. Priority in selection of clients will be given to the elderly and the disabled.

E. The Recipient shall give priority to units served in order of preference as follows:

1. single family owner occupied units,
2. single family renter occupied units in buildings up to five units,
3. multi-family units (5 units or more per building), with 10% owner participation,
4. multi-family units (5 units or more per building), without owner participation in cases where the landlord can document an inability to pay the required 10%.

F. To the maximum extent practicable, the use of services provided under this Agreement shall be coordinated with other Federal, State, local, or privately funded programs in order to improve energy efficiency and to conserve energy.

G. The Recipient will permit attendance by the department's representatives at any meetings of the Recipients Board of Directors, executive committee or legislative body.

H. The Recipient will permit on-site program evaluation by the Florida Energy Office, the Department of Energy, the Department's field representative and by technical assistance groups assigned by the Department. The Recipient will also allow inspection, verification, and audit of financial transactions and records by staff or agents of the department, the Comptroller's Office, legislative or federal auditors, and Department of Energy personnel.

I. In order to ensure that no undue or excessive enhancement takes place on renter occupied units, the Recipient shall require that the landlords of buildings with five or more units, or any combination of buildings with an aggregate total of five units or more, that receive services under this contract will pay ten percent (10%) of the total cost of the work performed. The landlord's participation may be waived or reduced if they can document in writing that they cannot afford to participate. A written agreement between the Recipient and the landlord detailing the landlord's commitment and legal responsibilities will be executed after pre-inspection and work determination has been completed and prior to work beginning on the unit.

J. The Recipient will not use funds provided under this contract to supplant other federal, state or local funds.

K. All non-profit Recipients will maintain a fidelity bond indemnifying against losses resulting from the fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust. The amount of the bond must be no less than one-fourth of the total amount of this Agreement.

L. All work ordered, completed and paid for from these grant funds must be directly related or incidental to the Scope of Work (Attachment A-2). Incidental repairs are those necessary to make the installation of energy conservation measures effective or to protect such materials. The cost of incidental repairs, labor and materials, may not exceed 25% of the total cost of labor and materials for the house.

M. As part of the initial evaluation of the house, the Recipient will perform an air pollution source survey and a blower door test in accordance with department prescribed protocol. If there are gas appliances present, a carbon monoxide test is required. After air tightening procedures are performed on the unit, another blower door test and monoxer test will be performed to make sure the house is not tightened beyond acceptable measures.

N. Elimination of energy-related health and safety hazards are permissible if such elimination is necessary before, or as a result of, installation of weatherization materials. The maximum amount allowed shall not exceed \$300 per unit and this amount must be included in the total cost of the unit.

O. All weatherization work will be performed according to the Department of Energy C.F.R. part 440 guidelines using the National Energy Audit (NEAT) or other audits required by the Department on all units receiving weatherization services.

P. The Recipient shall secure and maintain Internet computer services and notify the Department of the e-mail addresses of employees involved in this Agreement.

ATTACHMENT I
COUNTY ALLOCATIONS

RECIPIENT: Lee County Board of County Commissioners

The financial allocation specified for each county by program is designated to be spent in that county. For recipients of funds designated for more than one county, in the event that circumstances will not allow the full expenditure of any program funds allocated to a particular county, a request to expend any part of those funds in another county must be submitted in writing to the Department. This request must justify the lack of need of program services in that county. **Funds may not be expended in another county without prior written approval of the Department.**

<u>COUNTY</u>	<u>ALLOCATION</u>
Lee	22,406

ATTACHMENT J

Special Conditions

No special conditions.

ATTACHMENT L

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Contractor's Name

Recipient's Name

Title

DCA Contract Number

Firm

Street Address

City, State, Zip

Date