

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

Blue Sheet No. *2005 1065*

1. ACTION REQUESTED/PURPOSE:

Approve and sign a contract agreement between Lee County Board of County Commissioners and Florida's Department of Community Affairs for Lee County to receive \$203,798 in Community Services Block Grant (CSBG) funds. This grant requires a 2% cash match (\$4,076), which the Department has already budgeted in FY 05-06.

2. WHAT ACTION ACCOMPLISHES:

Provides \$203,798 for case management, vocational training and supportive and emergency services to facilitate economic self-sufficiency for eligible Lee County households.

3. MANAGEMENT RECOMMENDATION: Enter into a contract with Florida's Department of Community Affairs in order to receive CSBG funding.

4. Departmental Category: 05 *CSE*

5. Meeting Date: *08-02-2005*

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
Department Human Services
Division _____
By: Susan Oliver, Program Manager
Susan Oliver Prog Mgr.

9. Background: Lee County's Department of Human Services has been a designated Community Action Agency (CAA) since August, 1995. This designation has provided the opportunity for Lee County to receive additional CSBG funds from Florida's Department of Community Affairs. The Federal Government requires all CAAs to complete a Work Plan which indicates unmet community needs and details how CSBG funds will be used to address those needs.

CSBG funds in the amount of \$203,798 will provide low income households with case management and supportive services to facilitate economic self-sufficiency. To qualify, the household must have income below 125% of the federal poverty level and be willing to engage in vocational training and placement activities or need emergency services. The term of this contract will be October 1, 2005 through September 30, 2006.

The contract requires a 20 percent match, of which at least two percent must be cash (\$4,076). Existing salaries and fringe benefits will be used for the in-kind match.

Attachments: Contract (3 originals)

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	
<i>[Signature]</i>	N/A	N/A	N/A	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN:
 7-22-05
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 7-22-05
 11:30 AM

REC'D. BY
 by CO. ATTY.
 8-2-05
 CO. ATTY.
 FORWARDED TO:
 7-22-05

Revised: July 8, 2005

Contract Number: 06SB-5N-09-46-01-015

CFDA#: 93.569

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 REPRESENTATIONS:

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 State of Florida, 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 Scope of Work/Workplan, Attachment C 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 D.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or October 1, 2005, which ever is later, and shall end September 30, 2006, unless terminated earlier in accordance with the provisions of paragraph (10) of this Agreement.

(4) MODIFICATION OF CONTRACT

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. See Attachment D, Program Statutes and Regulations for additional modification requirements.

(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 Higher 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, Chief Financial Officer, 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) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget, Attachment B and Scope of Work/Workplan, Attachment C 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.

(6) 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 \$500,000 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 this Paragraph 6(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 \$500,000 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 \$500,000 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
Division of Housing and Community Development
Community Assistance Section
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
Division of Housing and Community Development
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letters, 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) 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.

(j) 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. The audit must be submitted to the Department no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work/Workplan and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.

(b) Quarterly reports are due to be received by the Department no later than 21 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are and December 31, March 30, June 30, September 30.

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

(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 (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Workplan.

(e) 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 E.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Workplan is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment C to this Agreement and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), 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 all 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 Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless the 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 hold 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.

(10) DEFAULT

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 in Paragraph (11), 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:

(a) 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 obligations, 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;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, 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.

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

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

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 cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively.

(a) 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 (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. 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.

(12) TERMINATION

(a) 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.*

(b) The Department may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) *The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.*

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. *The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. 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.*

(13) 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:

Karen Ventimiglia, Community Program Manager
Division of Housing and Community Development
Community Assistance Section
Telephone: (850) 488-7541
Fax: (850) 488-2488
Email: karen.ventimiglia@dca.state.fl.us

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

Susan Oliver
2440 Thompson Street
Fort Myers, FL 33901
Telephone: 239/533-7916
Fax: 239/533-7960
Email: olivers1@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 (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractors performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

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

(16) 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 – Recipient Information

Attachment B – Budget

Attachment C - Scope of Work/Workplan

Attachment D - Program Statutes and Regulations

Attachment E – Reports

Attachment F – Property Management and Procurement

Attachment G – Statement of Assurances

Attachment H - Special Conditions

Attachment I - Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Attachment J - Warranties and Representations

Attachment K - Justification of Advance Payment

(17) 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 \$203,798 subject to the availability of funds and appropriate budget authority. The Recipient is authorized to incur costs in an amount not to exceed \$101,899 until further notification is received

by the Department. As funds and budget authority are available, changes to the costs the Recipient may incur will be accomplished by notice from the Department to the Recipient, in the form of certified mail, return receipt requested, to the Recipient's contact person identified in Attachment A, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from the Department.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(d) of this Agreement. 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 K. Attachment K 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 Budget, Attachment B and Scope of Work/Workplan, Attachment C of this Agreement.

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, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

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 Section 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.

(19) 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.

(20) STANDARD CONDITIONS

(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) 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 list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, subrecipient, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) 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 20(h)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 by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) 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 into a contract with any prospective subcontractor.

(i) 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.

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

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

(l) 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.

(m) 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.

(n) 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.

(21) 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 representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(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 accrue during performance of the Agreement.

(23) 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.

(24) ASSURANCES

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

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: _____

(Type Name and Title)

Date: _____

59-6000702

Federal Identification Number

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:
Federal Agency: United States Department of Health and Human Services
Title: Community Services Block Grant (CSBG) Program
CFDA Number*: 93.569

*Catalog of Federal Domestic Assistance

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

Federal Program:

List applicable compliance requirements as follows:

1. Purposes resources must be use for:

The Recipient will use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. These funds will be expended in accordance with the Program Statutes and Regulations, Attachment D, Budget, Attachment B and Scope of Work/Workplan, Attachment C of this Agreement and applicable OMB Circulars.

2. Eligibility requirements for recipients of the resources:

The Recipient will comply with applicable OMB Circulars and eligibility requirements as set forth in U.S. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations as follows:

Part 16	Department of Grant Appeals Board
Part 30	Claims Collection
Part 75	Informal Grants Appeals Procedures
Part 76	Debarment and Suspension from Eligibility for Financial Assistance Subpart F. Drug-Free Workplace
Part 93	New restrictions on lobbying
Part 96	Block Grants
Part 97	Consolidation of grants to insular area

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (list Federal Agency, Catalog of Federal Domestic Assistance title and number) **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (list state awarding agency, Catalog of State Financial Assistance title and number) **N/A**

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

N/A

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.

**CSBG
ATTACHMENT A
RECIPIENT INFORMATION**

FEDERAL FISCAL YEAR: 2006 CONTRACT PERIOD: October 1, 2005 TO September 30, 2006

FOR DCA USE ONLY

DATE RECEIVED: _____ DCA CONSULTANT: _____

I. RECIPIENT CATEGORY: () Non-Profit () Local Government () Tribal Government

II. RECIPIENT FISCAL YEAR: From 10/01/05 to 09/30/06

III. COUNTIES TO BE SERVED WITH THESE FUNDS::

1. Lee 2. _____ 3. _____ 4. _____ 5. _____
6. _____ 7. _____ 8. _____ 9. _____ 10. _____

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Name of Recipient: Lee County Board of County Commissioners
b. Address: Department of Human Services, 2440 Thompson Street
City: Fort Myers, FL Zip Code 33901 County Lee
Telephone: (239) 533-7930 Fax: (239) 533-7960
E-Mail Address: oliversl@leegov.com

c. Mailing Address (if different from above):
Address: _____
City: _____, FL Zip Code _____ County _____

d. Chief Elected Official (for local governments) or President/ Chairman of Board :
Name: Doug St. Cerny Title: Chairman
Mailing Address (Home or Business other than Recipient's)
Address: P.O. Box #398
City: Fort Myers, FL Zip Code 33902

e. Official to Receive State Warrant:
Name: Barbara Hollis Title: Fiscal Manager
Address: 2440 Thompson Street
City: Fort Myers, FL Zip Code 33901

f. Contact Person: Susan Oliver
Address: 2440 Thompson Street
City: Fort Myers, FL Zip Code 33901
Telephone: (239) 533-7916 Fax: (239) 533-7960
E-Mail Address: oliversl@leegov.com

g. Name and title of person(s) authorized to sign fiscal reports:
1. Barbara Hollis Title Fiscal Manager
2. Susan Oliver Title Program Manager

h. Federal Identification Number: 59-60000702

V. **SUB-RECIPIENT INFORMATION**

These funds will be transferred to one or more Sub-Recipients: Yes () No () For each Sub-Recipient, attach a copy of Attachment B-2, Sub-Recipient Information.

**CSBG
ATTACHMENT B-1
BUDGET SUMMARY**

Recipient: Lee County Board of County Commissioners

REVENUE SOURCES	PERCENT	MATCH	TOTAL AMOUNT	NOTES:
1. CSBG Grant Funds			\$203,798.00	Round all figures up to the nearest dollar
2. Cash Match	2.00%	\$4,076.00		Provide a minimum of 2% - Cash Match
3. In-Kind Match	18.22%	\$37,128.00		20% - Total Match
4. TOTAL MATCH (Line 2 + Line 3)	20.22%	\$41,204.00	\$41,204.00	Do not under match 1.99% Cash Match is unacceptable
5. TOTAL FUNDS (Line 1 + Line 4)			\$245,002.00	
CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
ADMINISTRATIVE EXPENSES				
6. RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	\$0.00	\$0.00	\$0.00	\$0.00
7. SUB-RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	\$0.00	\$0.00	\$0.00	\$0.00
8. TOTAL ADMINISTRATIVE EXPENSES (Line 6 + Line 7)	\$0.00	\$0.00	\$0.00	\$0.00
9. ADMINISTRATIVE EXPENSE PERCENT (Line 8 divided by Line 1)	0.00%	CANNOT EXCEED 15% OF CSBG ALLOCATION GIVEN ON LINE 1		
PROGRAM EXPENSES				
10. RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	\$160,955.00	\$4,076.00	\$0.00	\$165,031.00
11. RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc.)	\$42,843.00	\$0.00	\$37,128.00	\$79,971.00
12. SUBTOTAL RECIPIENT PROGRAM EXPENSES (Line 10 + Line 11)	\$203,798.00	\$4,076.00	\$37,128.00	\$245,002.00
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc.)	\$0.00	\$0.00	\$0.00	\$0.00
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES (Line 13 + Line 14)	\$0.00	\$0.00	\$0.00	\$0.00
16. TOTAL PROGRAM EXPENSE (Line 12 + Line 15)	\$203,798.00	\$4,076.00	\$37,128.00	\$245,002.00
17. SECONDARY ADMINISTRATIVE EXPENSES	\$0.00			\$0.00
18. GRAND TOTAL EXPENSE (Line 8 + Line 16 + Line 17)	\$203,798.00	\$4,076.00	\$37,128.00	\$245,002.00

**CSBG
ATTACHMENT B-2
SUB-RECIPIENT INFORMATION
(Complete this page for each sub-recipient)**

RECIPIENT: Lee County Board of County Commissioners

SUB-RECIPIENT INFORMATION: **Not Applicable**

NAME OF ENTITY: _____

MAILING ADDRESS: _____ ,FL ZIPCODE _____

STREET ADDRESS (IF DIFFERENT): _____ ,FL ZIPCODE _____

CONTACT PERSON'S NAME AND TITLE: _____

TELEPHONE: () _____ FAX: () _____

NOTE: The following line items (7, 13, 14 and 15) must correspond to Attachment B-1, Budget Summary. If there is more than one sub-recipient, it is the Recipient's responsibility to ensure that the total of all sub-recipient budgets add correctly. Expenditures must be detailed in Attachment B-3.

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
SUB-RECIPIENT ADMINISTRATIVE EXPENSES:				
7. SUB-RECIPIENT EXPENSES <i>(Salaries + Fringe, Rent, Utilities, Travel, Other)</i>				
SUB-RECIPIENT PROGRAM EXPENSES:				
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES				
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES <i>(Salaries + Fringe, Rent, Utilities, Travel, etc)</i>				
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES <i>(Line 13 + Line 14)</i>				
TOTAL EXPENSES: (Line 7 + Line 15)				

The Recipient must have a written agreement with all subcontractors. The agreement must meet the requirements of Section 14 of this agreement. A copy of the unsigned agreement with the subcontractor must be forwarded to the Department for review and approval along with this agreement.

**ATTACHMENT B-3
BUDGET DETAIL**

RECIPIENT: Lee County Board of County Commissioners

Line Item Number	OBJECT NO. (direct client assistance lines only)	EXPENDITURE DETAIL Round up line item totals to dollars. Do not use cents and decimals in totals.	DOLLARS CHARGED TO CSBG		
			CSBG FUNDS	CASH MATCH**	IN-KIND MATCH**
		PROGRAM EXPENSES			
10	Goal	RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES			
	1.1.A	Self sufficiency clients will be provided educational/employment	\$105,000	\$4,076	
	1.1.B	expenses such as but not limited to: tuition, registration fees,			
	1.1.D	tests, licenses, certificates, books, required course materials,			
	1.2.A	graduation expenses, used computers, computer components,			
	1.2.C	software, hardware, printers, computer technical support			
	1.2.E	and/or repair, supplies, uniforms, equipment, child care/summer			
	1.2.F	camp, transportation, car repair, preventative maintenance, auto safety kits			
	Goal	LEE/CSBG participating households will receive financial	\$35,955		
	1.2.F	assistance for emergency needs such as: rent/mortgage			
	1.2.G	payment, utility costs, medical expenses, dental expenses,			
	6.2.B	transportation costs, automobile repairs.			
	Goal	CSBG eligible households will receive emergency prescription	\$20,000		
	6.2.D	assistance			
		TOTAL DIRECT CLIENT ASSISTANCE=	\$160,955	\$4,076	
11		<u>Salaries and Fringe</u>			
		Case manager to determine eligibility and provide case management and supportive services (salary and fringe)			
		75% CSBG \$23.80 x 1560 = \$37128	\$37,128		
		(remaining salary paid by ad valorem taxes)			
		Case manager to determine eligibility and provide case management and supportive services (salary and fringe):			
		75% CSBG \$23.80 x 1560 hrs = \$37128			\$37,128
		TOTAL SALARIES AND FRINGE=	\$37,128		\$37,128
11		Rent and common area charges at local Career & Service Center for two CSBG offices	\$4,500		
		TOTAL RENT	\$4,500		
11		Travel in conjunction with case management (3000 miles x .405/mile = \$1215)	\$1,215		
		TOTAL TRAVEL	\$1,215		
16		TOTAL OTHER PROGRAM EXPENSES	\$42,843		
		TOTAL	\$203,798	\$4,076	\$37,128

****EXPLAIN SOURCES OF CASH AND IN-KIND MATCH - General Revenue
Numbers under Goals are Outcome Indicator Numbers**

**CSBG
ATTACHMENT B-4
SECONDARY ADMINISTRATIVE EXPENSES**

Secondary Administrative Expense requested: Yes _____ No X

Name of Recipient: Lee County Board of County Commissioners

INSTRUCTIONS: If requesting Secondary Administrative Expenses, you must supply the following information for each secondary program for which administrative expenses are being requested. A "secondary program source" is the non-CSBG program that will receive administrative support from the use of CSBG funds. See Attachment G, Section D(13) for additional information.

BUDGET INFORMATION	NAME OF SECONDARY PROGRAM:	NAME OF SECONDARY PROGRAM:	NAME OF SECONDARY PROGRAM:	TOTAL OF ALL PROGRAMS
	GRANT START DATE: END DATE:	GRANT START DATE: END DATE:	GRANT START DATE: END DATE:	
1. Total cash budget for secondary program:	\$	\$	\$	
2. Maximum percent administrative expense including indirect cost allowed by secondary program:	%	%	%	
3. Total administrative expense approved by secondary program funding sources: ¹	\$	\$	\$	
4. CSBG secondary administrative expense requested: ²	\$	\$	\$	\$
5. Total administrative expense (Line 3 + Line 4):	\$	\$	\$	
6. Percent of total administrative expense to total budget (Line 5 divided by Line 1). This total cannot exceed 15% of Line 1.	%	%	%	
7. CAP Plan Goals Supported by secondary program.	Goal # _____ Goal # _____	Goal # _____ Goal # _____	Goal # _____ Goal # _____	
8. Work Plan actions that address secondary programs activities:	Action # _____ Action # _____	Action # _____ Action # _____	Action # _____ Action # _____	

¹ The Recipient must take full advantage of all administrative and indirect dollars allowed by the secondary program's funding source before CSBG secondary administrative expenses are requested. For each secondary administration program, provide documentation of the maximum administrative limits of the secondary program and a copy of the contract budget detailing the amount of the contract and the administration funds provided by the secondary source.

² You are required to provide budget detail in Attachment B-3 for the amount on line 4 for each program above.

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
 FY 2005-2006 Workplan and Quarterly Report Form
 Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10
Goal 1: Low-Income People Become Self-Sufficient	WORKPLAN	Number of Participants at or Below 125% of Poverty				Number of People Above 125% of Poverty		Number of People for Whom no Income Information was Obtained	
National Performance Indicators:	Total Number of Participants Expected to Achieve Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome
1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization <i>All agencies must report on at least one NPI in Goal 1.</i>									
NPI 1.1: EMPLOYMENT - The number of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:									
A) Unemployed and obtained a job. (Unduplicated count.)	5								
(1) Obtained part-time employment – less than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.)									
(2) Obtained part-time employment – equal to or greater than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.)									
(3) Obtained full-time employment – number of hours as defined by employer; at least minimum wage, without benefits.									
(4) Obtained full-time employment – number of hours defined by employer, at least minimum wage with benefits.									
(5) Became self-employed – and earned the equivalent of at least part-time employment.									
B) Employed and obtained an increase in employment income. (Unduplicated count.)	20								
(1) Obtained part-time employment – less than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.)									

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
 FY 2005-2006 Workplan and Quarterly Report Form
 Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10
Goal 1: Low-Income People Become Self-Sufficient	WORKPLAN	Number of Participants at or Below 125% of Poverty				Number of People Above 125% of Poverty		Number of People for Whom no Income Information was Obtained	
National Performance Indicators:	Total Number of Participants Expected to Achieve Outcome	Received Services (Participants Enrolled Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome
1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization									
<i>Must report on at least one NPI in Goal 1.</i>									
(2) Obtained part-time employment – equal to or greater than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.).									
(3) Obtained full-time employment – number of hours as defined by employer; at least minimum wage.									
(4) Obtained full-time employment – number of hours defined by employer, above minimum wage and with benefits.									
(5) Became self-employed – and earned the equivalent of at least part-time employment.									
C) Achieved “living wage” employment and benefits. (See footnote.)¹									
D) Maintained Employment for at Least 90 days.	10								
¹ “Living Wage” must be an locally accepted rate as identified by government or coalition.									
NPI 1.2: EMPLOYMENT SUPPORTS – The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action measured by one or more of the following:									
A) Obtained pre-employment skills/competencies required for employment and received training program certificate or diploma.	28								
(1) Obtained work experience as a non-paid volunteer and developed measurable identified skill(s).									
(2) Demonstrated a measurable increase in identified skills/competencies required for employment									
(3) Completed training program and received certificate or diploma required for employment.									
FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10

3)

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
 FY 2005-2006 Workplan and Quarterly Report Form
 Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

Goal 1: Low-Income People Become Self-Sufficient National Performance Indicators: 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization <i>Must report on at least one NPI in Goal 1.</i>	WORKPLAN	Number of Participants at or Below 125% of Poverty				Number of People Above 125% of Poverty		Number of People for Whom no Income Information was Obtained	
	Total Number of Participants Expected to Achieve Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome
NPI 1.2: EMPLOYMENT SUPPORTS - continued									
B) Completed ABE/GED and received certification or diploma.									
C) Completed post-secondary education program and obtained certificate or diploma.	22								
D) Enrolled children in "before" or "after" school programs, in order for parent to acquire or maintain employment.									
E) Obtain care for child or other dependant in order for parent or caregiver to acquire or maintain employment.	15								
F) Obtain access to reliable transportation and/or driver's license in order to acquire or maintain employment.	10								
G) Obtained health care services for themselves or a family member in support of employment stability.	10								
H) Obtained safe and affordable housing in support of employment stability.									
I) Obtained food assistance in support of employment stability.									
J) Obtained identification or work permit documentation for employment. (social security card, work permit, legal immigration papers, drivers licenses, etc.)									

COMMENTS OR EXPLANATION:

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
 FY 2005-2006 Workplan and Quarterly Report Form
 Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9
Goal 1: Low-Income People Become Self-Sufficient	WORKPLAN	Number of Participants at or Below 125% of Poverty		Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained		Aggregated Dollar Amounts (Payments, Credits or Savings)
National Performance Indicators:	Total Number of Participants Expected to Achieve Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	
1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization <i>Must report on at least one NPI in Goal 1.</i>								
NPI 1.3: ECONOMIC ASSET ENHANCEMENT AND UTILIZATION – The number of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following.								
A) Enhancement								
(1) Number of participants in tax preparation programs who identify any type of Federal or State tax credit and the aggregated dollar amount of credits.								
(2) Number of participants who obtained court-ordered child support payments and expected annual aggregated dollar amount of payments.								
(3) Number of participants enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.								
B) Utilization								
(1) Number of participants demonstrating ability to complete and maintain a budget for over 90 days.								
(2) Number of participants opening an Individual Development Account (IDA) or other savings account and increased savings, and the aggregated amount of savings.								
(3) Of participants in a community action asset development program (IDA or others):								
a) Number capitalizing a small business due to accumulated savings.								
b) Number pursuing post-secondary education due to savings.								
c) Number purchasing a home due to accumulated savings.								

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG) 2005-2006 WORKPLAN AND QUARTERLY REPORT

Community Action Goal 2 (Community) – *The Conditions in Which Low-Income People Live are Improved*

FOCAS Outcomes Catalog	2	3	4	5
Goal 2: The Conditions in Which Low-Income People Are Improved	Number of Projects or Initiatives		Number of Opportunities and/or Community Resources Preserved or Increased	
National Performance Indicators:				
2.1 Community Improvement and Revitalization				
2.2 Community Quality of Life and Assists				
All agencies must report on at least one NPI in Goal 2.	WORKPLAN Plan to Initiate	Initiated	WORKPLAN Plan to Achieve	Achieved
NPI 2.1: Community Improvement and Revitalization – Increase in, or preservation of opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:				
A) Accessible "living wage" ¹ jobs created or retained in the community. (See footnote.)	[]		[]	
B) Safe and affordable housing units created in the community.	[]		[]	
C) Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy.	55		40	
D) Accessible and affordable health care services/facilities for low-income people created or maintained.	[]		[]	
E) Accessible safe and affordable childcare or child development placement opportunities for low-income families created or maintained.	[]		[]	
F) Accessible "before" school and "after" school program placement opportunities for low-income families created or maintained.	[]		[]	
G) Assessable new, preserved, or expanded transportation resources available to low-income people, including public or private transportation.	[]		[]	
H) Accessible preserved or increased educational and training placement opportunities for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education.	[]		[]	
¹ "Living Wage" must be an accepted rate as identified and officially adopted by the local government or coalition.				

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG) 2005-2006 WORKPLAN AND QUARTERLY REPORT

Community Action Goal 2 (Community) – *The Conditions in Which Low-Income People Live are Improved*

FOCAS Outcomes Catalog	2	3	4	5
Goal 2: The Conditions in Which Low-Income People Are Improved	Number of Projects or Initiatives		Number of Opportunities and/or Community Resources Preserved or Increased	
National Performance Indicators: 2.1 Community Improvement and Revitalization 2.2 Community Quality of Life and Assists <i>All agencies must report on at least one NPI in Goal 2.</i>	Plan to Initiate	Initiated	Plan to Achieve	Achieved
NPI 2.2: Community Quality of Life and Assets – The quality of life and assets in low-income neighborhoods are improved by community action initiatives or advocacy, as measured by one or more of the following:				
A) Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets.				
B) Increase in the availability or preservation of community facilities (schools, libraries, community centers, recreation, etc.)				
C) Increase in the availability or preservation of community services to improve public health and safety.				
D) Increase in the availability or preservation of commercial services within low-income neighborhoods.				
E) Increase or preservation of neighborhood quality-of-life resources.				

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG) 2005-2006 WORKPLAN

Goal 3 (Community): *Low-Income People Own a Stake in their Community*

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community		
National Performance Indicators: 3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation <i>All agencies must report on NPI 3.1.</i>	WORKPLAN Number of Volunteer Hours Expected to Achieve	Number of Volunteer Hours Achieved
NPI 3.1: Civic Investment – The number of volunteer hours donated to Community Action.		
A) Low-income people serve on the CAA Board of Directors.		
B) Low-income people serve on Head Start Policy Councils.		
C) Low-income people serve on Family Center/ Parent Councils.		
D) Low-income people serve on other CAA Advisory Boards, councils or committees.		
E) Low-income people assist with program activities and logistics.		
F) Low-income people participate in advocacy to meet agency and community goals.		
TOTAL NUMBER OF VOLUNTEER HOURS DONATED TO COMMUNITY ACTION	12	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG) 2005-2006 WORKPLAN

Goal 3 (Community): *Low-Income People Own a Stake in their Community*

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community	WORKPLAN	
National Performance Indicators: 3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation <i>Reporting on NPI 3.2 is optional.</i>	Number of Low-Income People Expected to Participate	Number of Low-Income People who Participated
NPI 3.2: Community Empowerment through Maximum Feasible Participation – The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community as measured by one or more of the following:		
A) Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy setting through community action efforts.	35	
B) Number of low-income people acquiring businesses in their community as a result of community action assistance.		
C) Number of low-income people purchasing their own homes in their community as a result of community action assistance.		
D) Number of low-income people engaged in non-governance community activities or groups created or supported by community action.		

Narrative Comments:

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2004-2005 WORKPLAN**

Community Action Goal 4 (Agency) – Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved

FOCAS Outcomes Catalog	2	3
<p align="center">Goal 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved</p> <p>NATIONAL PERFORMANCE INDICATORS:</p> <p>4.1 Expanding Opportunities Through Community-Wide Partnerships</p> <p><i>All agencies must report on NPI 4.</i></p> <p><i>(A partnership or collaboration is defined as a formal relationship documented by a written agreement such as a Memorandum of Understanding or formal membership in an organization.)</i></p> <p>NPI 4.1: Expanding Opportunities through Community-Wide Partnerships – The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.</p>	<p>Workplan</p> <p>Partnerships or Collaborations to be Maintained or Secured in 2005-2006</p>	<p>Partnerships or Collaborations Maintained or Secured 2005-2006</p>
<p>1) Non-Profit</p> <p>2) Faith Based</p> <p>3) Local Government</p> <p>4) State Government Entity</p> <p>5) Federal Government Entity</p> <p>6) For-Profit Business or Corporation</p> <p>7) Coalition or collaborative (3 or more groups)</p> <p>8) Others: Please identify.</p> <p> a) Human Services Council</p> <p> b)</p>	<p>27</p> <p>1</p> <p>2</p> <p>2</p> <p>1</p> <p>2</p> <p>2</p> <p>1</p> <p>38</p>	
<p>The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes. Provide an unduplicated count of the above organizations.</p>	<p>38</p>	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG) 2005-2006 WORKPLAN

Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People				
FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results				
National Performance Indicators:				
5.1 Broadening the Resource Base – The number of dollars mobilized by community action.				
<i>(All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1: Section F.)</i>				
Funding Sources				
A) Community Services Block Grant (CSBG)	183,613	203,798	20,185	
B) Non-CSBG Federal Government Funds				
a) Weatherization Assistance Program funded by DOE through DCA	22,064	Unknown		
b) Low-Income Home Energy Assistance Program (through DCA) or Emergency Home Energy Assistance Program (through DEA) funded by HHS	441,476	Unknown		
b) Weatherization Assistance Program funded by LIHEAP through DCA	43,166	Unknown		
c) Head Start				
d) Early Head Start				
e) Older American Act				
f) SSBG funded by HHS				
g) Medicare/Medicaid funded by HHS				
h) Community Food and Nutrition by HHS through DCA				
i) Temporary Assistance to Needy Families from HHS through State TANF				
j) Childcare Development Block Grant from HHS				
k) Other HHS Resources				
l) Women, Infant and Children nutrition program from USDA				
j) USDA non-food programs				
k) Community Development Block Grant funded by HUD directly or indirectly through state or local government	2,568,000	2,449,422	<118,578>	
l) All other HUD programs: HOME, ESG, HOPWA, Home Again, SHP	3,591,650	Unknown		
m) Employment and Training Programs funded by the DOL JPTA whether funded through state agencies, or Workforce Investment Boards.				
n) Other DOL programs				
o) Corporation for National and Community Service Programs (AmeriCorps*Vista, AmeriCorps*NCCC; SeniorCorps; Foster Grandparent; RSVP; Senior Companion; Learn and Serve or America Reads)				
p) FEMA	36,452	30,000	<6,452>	
q) Transportation funded by U. S. DOT				
r) Other Federal Sources: List by name of funding source.				
1) US Dept. of Justice – DJJ/NAB	57,194	Unknown		
2) US Dept. of Justice – Restitution Accountability	64,137			
3)				
TOTAL: NON-CSBG FEDERAL RESOURCES	6,824,139			

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG) 2005-2006 WORKPLAN

Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People				
FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results				
National Performance Indicators:				
5.1 Broadening the Resource Base – The number of dollars mobilized by community action.				
<i>(All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1: Section F.)</i>				
Funding Sources				
C) State Resources (Non-federal, state-appropriated funds)				
a) State Housing and Homeless Programs: SHIP, Challenge Grant, DCF Homeless Coalition	344,354	Unknown		
b) State Nutrition Programs				
c) State Day Care and Early Childhood Programs				
d) State Energy Programs (do not include LIHEAP, EHEAP, WAP or WAP-LIHEAP)				
e) State Health Programs				
f) State Youth Development Programs				
g) State Employment and Training Programs				
h) State Head Start Programs				
i) State Senior Services				
j) State Transportation Programs				
k) State Education Programs				
l) State Community and Economic Development Programs				
m) State Rural Development Programs				
n) Other State Funded Programs: List by name of funding source.				
1)				
2)				
TOTAL: STATE RESOURCES	344,354			
D) Local Government Resources				
a) Unrestricted funds appropriated by local governments: Ad Valorem Taxes	18,010,516	24,227,687	6,217,171	
b) Value of contracted services with local governments				
c) Value of in-kind goods/services received from local governments				
d) Other Local Government Resources: Give description or name of program.				
1)				
2)				
TOTAL: LOCAL GOVERNMENT RESOURCES	18,010,516			
E) Private Sector Resources				
a) Funds from Foundations, Corporations, United Way, other non-profits: NACO Jail Diversion grant	5,100	Unknown		
b) Other donated funds:				
c) Value of donated items, food, clothing, furniture, etc.				
d) Value of in-kind services received from businesses				
e) Fees paid by clients for services (Example, income through "sliding scale" fees allowed by some programs for medical care, mental health services, or legal/tax assistance.)				
f) Payments by private entities for goods or services for low-income clients or communities				
g) Other Private Sector Resources				
TOTAL: PRIVATE SECTOR RESOURCES	5,100			

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG) 2005-2006 WORKPLAN

Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People				
FOCAS Outcomes Catalog		2	3	4
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results				
National Performance Indicators:				
5.1 Broadening the Resource Base – The number of dollars mobilized by community action.				
<i>(All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1: Section F.)</i>				
Funding Sources				
TOTAL: ALL NON-CSBG RESOURCES (Non-CSBG Federal Resources + State Resources + Local Government Resources + Private Sector Resources)				
CSBG FUNDS FROM LINE 1				
Total Agency Budget (If different from the sum of All Non-CSBG Resources plus CSBG Funds, provide an explanation below.)				
	Funding Received by Source in 2004-2005	Anticipated Funding by Source in 2005-2006	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2005-2006
	25,119,972	Unknown		
	183,613	203,798	20,185	
	25,367,722			

Abbreviations:

- DCA – Florida Department of Community Affairs
- DEA – Florida Department of Elder Affairs
- DOE -- U. S. Department of Energy
- DOL – U.S. Department of Labor
- DOT – U. S. Department of Transportation
- FEMA – Federal Emergency Management Administration
- HHS -- U.S. Department of Health and Human Services
- HUD – U. S. Department of Housing and Urban Development
- JTPA – Job Training and Partnership Act
- LIHEAP – Low-Income Home Energy Assistance Program
- SSBG – Social Services Block Grant
- USDA – U. S. Department of Agriculture

Explanation: We anticipate most of our grants being renewed in the next fiscal year, but do not know the \$ amount at this time.

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG) 2005-2006 WORKPLAN

Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results

Table 2 – Agencies Leverage External In-Kind and Donated Resources to Increase Their Capacity to Serve Low-Income People.						
FOCAS Outcomes Catalog	2		3		4	
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results	Number of Hours		Estimated Average Value of Single Hour		Total Value (Enter Column 2 x Column 3 Below)	
National Performance Indicators:	Estimated	Actual	Estimated	Actual	Estimated	Actual
5.1 Broadening the Resource Base – The number of dollars mobilized by community action.	2005-2006	2005-2006	2005-2006	2005-2006	2005-2006	2005-2006
<i>(All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan</i>						
Volunteer or Donated Staff Hours						
1) In your agency or agency supported activities from the <i>general public</i> .						
2) In your agency or agency supported activities from your <i>clients</i> .						
3) In your agency or agency supported activities from your <i>non-low income board members</i> . (Include volunteer hours of low-income board members in Goal 3.)						
4) In your agency or agency supported activities from <i>other non-profit or government agencies</i> .	40				\$702	
5) In your agency or agency supported activities from the <i>business community</i> .						
6) Other (Please identify in "Explanation" below).						
Total Value of Volunteer Time						

Explanation:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG) 2005-2006 WORKPLAN

Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results

Table 3 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes			
FOCAS Outcomes Catalog	2	3	4
Goal 5: Agencies Increase Their Capacity to Achieve Results Agency has the Capacity to Measure Client Progress Towards Self-Sufficiency. <i>(All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan.)</i>	Agency's Status as of 10/01/05	Workplan Agency's Status at the End of this Contract Period	Agency's Current Status
A) Agency has the Capacity to Measure Client/Customer Progress Towards Self-Sufficiency. CAAs are organized in different ways depending on their configuration of programs and services. Please identify with an "X" the <u>ONE</u> statement below that <u>BEST</u> describes how your CAA's intake process is organized:			
1) A common in-take process and common ID# is used for all clients of the CAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) A common in-take process and common ID# is used for some clients of the CAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) A separate in-take process and/or separate ID# is used for each program administered by the CAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B) CAAs are organized in different ways depending on their configuration of programs and services: Please identify with an "X" the <u>ONE</u> statement below that <u>BEST</u> describes how your CAA manages client information and tracks client progress:			
1) Agency utilizes a <i>database</i> for all clients of the agency for use in intake and assessment and provision of services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Agency utilizes a <i>database</i> for some clients of the agency for use in intake and assessment and provision of services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Agency utilizes a <i>database</i> for all clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Agency utilizes a <i>database</i> for some clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C) What computer program(s) is used to manage client information and track client progress?			
1) AIMS! Client Database	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Excel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG) 2005-2006 WORKPLAN

Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results

Table 4 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes			
FOCAS Outcomes Catalog	2	3	4
Goal 5: Agencies Increase Their Capacity to Achieve Results			
A. Agency has the Capacity to Report Client Progress Toward Self-Sufficiency. B. Agency has Provided Results-Oriented Management and Accountability Training. C. Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. D. Agency is Implementing ROMA tools and management practices.	Agency's Status as of 09/03/05	Workplan Agency's Status at the End of this Contract Period	Agency's Current Status
<i>(All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan.)</i>			
A) Agency has the Capacity to Report Client/Customer Progress Toward Self-Sufficiency. (Answer Yes or No for each.)			
1) Agency can report outcomes that measure progress towards self-sufficiency without use of an outcome scale.	Yes		
2) Agency utilizes outcome scales to measure client movement toward self-sufficiency. (If yes, attach copy of scale with Workplan submission.)	Yes		
3) Agency has capacity to derive unit cost statistics for efficiency: cost per service delivered or cost of service per client.	Yes		
4) Agency has capacity to derive unit cost statistics for effectiveness: cost per outcome delivered.	Yes		
B) Agency has Provided Results-Oriented Management and Accountability Training. (Answer Yes or No for each.)			
1) At least half of the Agency board has received ROMA training.	No*		
2) Agency management staff has received ROMA training.	Yes		
3) Agency supervisory staff has received ROMA training.	Yes		
4) Agency line staff has received ROMA training.	Yes		
C) Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. (Answer Yes or No for each.)			
1) Early childhood care and education sites receive NAEYC or other recognized form of accreditation.	N/A		
2) Programs achieve other form of recognized accreditation. (Please describe in the Narrative Comments below.)	N/A		
D) Agency is Implementing ROMA tools and management practices. (Answer Yes or No for each.)			
1) Agency has adopted and implemented logic models for key programs and activities.	Yes		
2) Agency programs and activities are evaluated using ROMA principals.	Yes		

Narrative Comments: *Board members have not attended formal ROMA training, but ROMA is covered in the meetings and when reviewing the quarterly reports with the Board

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2005-2006 WORKPLAN
Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**

Table 5 – Agency Staff Obtains Credentials that Improve Their Capacity to Achieve Results			
FOCAS Outcomes Catalog	2	3	4
Goal 5: Agencies Increase Their Capacity to Achieve Results	Number of Staff Who Have Credentials as of 09/01/05	Number of Staff Who Will Receive Credentials During the Year	Number of Staff Who Received Credentials During this Contract Year
Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results.			
Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results.			
Staff who work with families obtain the Family Development Specialist credential.			
Staff who work with children obtain the Child Development Associate credential or higher form of credential/degree.			
Staff obtain G.E.D.			
Staff who received CCAP credentials.			
Staff who received Associates Degree.	3		
Staff who received Bachelors Degree.	15		
Staff who received Masters Degree.	9		
Staff who received Doctorate Degree.	1		
Staff who are certified ROMA Trainers.			
Agency staff obtained other credentials that increase their capacity to achieve results. (Please describe in the Narrative Comments below.)			

Narrative Comments:

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2005-2006 Workplan**

**Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,
Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems National Performance Indicators: 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development <i>All agencies must report on at least one NPI in Goal 6.</i>	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Number of People at or Below 125% of Poverty				Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained	
		Received Services	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome	Received Services	Achieved Outcome	Received Services	Achieved Outcome
NPI 6.1: INDEPENDENT LIVING – The number of vulnerable individuals receiving services from community action that maintain an independent living situation as a result of those services.									
A. Senior Citizens (55 or older)									
B. Individuals with Disabilities									

FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Number of People at or Below 125% of Poverty		Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained	
		Sought Assistance	Received Assistance	Sought Assistance	Receiving Assistance	Sought Assistance	Receiving Assistance
NPI 6.2: EMERGENCY ASSISTANCE – The number of low-income individuals served by community action that sought emergency assistance, and the number who received assistance, including services such as:							
A. Food							
1) Receive emergency/supplemental food from food pantry, commodities, vouchers, community farming, etc. (Proxy)							
2) Senior congregate meal programs. (Proxy)							
3) Meals on Wheels. (Proxy)							

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2005-2006 Workplan**

**Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,
Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

4) Summer Nutrition Program (Proxy)							
FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Number of People at or Below 125% of Poverty		Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained	
6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development		Seeking Assistance	Receiving Assistance	Seeking Assistance	Receiving Assistance	Seeking Assistance	Receiving Assistance
NPI 6.2 continued.							
B. Emergency Vendor Payments	20						
1) Home Energy Assistance funded by Low-Income Home Energy Assistance							
2) Home Energy Assistance funded by public or private funds other than LIHEAP							
2) Water Bill Assistance							
3) Rent or Mortgage Assistance							
C. Temporary Shelter (motel, shelter placement, etc.)							
D. Emergency Medical Care	125						
E. Protection from Violence							
F. Legal Assistance							
G. Transportation							
H. Disaster Relief							
I. Provide translation assistance in order for person to receive emergency services.							

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2005-2006 Workplan**

**Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,
Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	WORKPLAN	Number of People at or Below 125% of Poverty		Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained	
	Total Number of Participants Expected to Achieve Outcome	People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome
NPI 6.3: CHILD AND FAMILY DEVELOPMENT – The number of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by one or more of the following:							
A. Infant and Child							
1) Infants and children obtain age appropriate immunizations, medical and dental care.							
2) Infants and children health and physical development are improved as a result of adequate nutrition.							
3) Children participate in pre-school activities to develop school readiness skills.							
4) Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1 st Grade.							

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2005-2006 Workplan**

Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	WORKPLAN	Number of People at or Below 125% of Poverty		Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained	
	Total Number of Participants Expected to Achieve Outcome	People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome
NPI 6.3 continued.							
B. Youth							
1) Youth improve physical health and development.	[]						
2) Youth improve social/emotional development.	[]						
3) Youth avoid risk-taking behavior for a defined period of time.	[]						
4) Youth have reduced involvement with criminal justice system.	[]						
5) Youth increase academic, athletic or social skills for school success by participating in before or after school programs.	[]						
C. Adult							
1) Parents and other adults learn and exhibit improved parenting skills.	[]						
2) Parents and other adults learn and exhibit improved family functioning skills.	[]						

**CSBG
ATTACHMENT D
PROGRAM STATUTES AND REGULATIONS**

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable laws and local rules, including, but not limited to: The Omnibus Budget Reconciliation Act of 1981, (Public Law 97-35, as amended), Administrative Rule Chapter 9B-22, Florida Administrative Code, and Title 45 C.F. R. Part 96. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are applicable:

1. Part 16 - Department Grant Appeals Board
2. Part 30 - Claims Collection
3. Part 75 - Informal Grant Appeals Procedure
4. Part 76 - Debarment and Suspension from Eligibility for Financial Assistance.

Subpart F. Drug-Free Workplace

5. Part 93 - New Restrictions on Lobbying
6. Part 96 - Block Grants

B. FUNDING AVAILABILITY FOR EXPENDITURE

Funds are available for expenditure in accordance with Title VI of Public Law 97-35 as amended by P.L. 105-277, 45 CFR Part 96, OMB Circular A-87, and the laws and procedures applicable to the Community Services Block Grant Program. The Community Services Block Grant program is authorized and funded through the United States Department of Health and Human Services.

C. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

The Recipient assures, as stated in Section 508 of Public Law 103-333, statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

**CSBG
ATTACHMENT D
PROGRAM STATUTES AND REGULATIONS**

(1) the percentage of the total costs of the program or project which will be financed with Federal money,

(2) the dollar amount of Federal funds for the project or program, and

(3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

D. PROGRAM INCOME

Program income is gross income received that is directly generated by the federally-funded project during the grant period. The recipient may apply program income, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to the Department on the monthly financial status reports and at the time of submission of the final close-out report.

E. INTEREST FROM CASH ADVANCES

Non-profit Recipients shall invest cash advances in compliance with section .22 of OMB Circular A-110 as revised. Local Governments shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule. All Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless the following applies:

(1) **NON-PROFITS**

(a) The Recipient receives less than \$120,000 total from all federal awards per year.

(b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances from all Federal awards received each year.

(c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall be reflected on the monthly financial status report and the close-out reports.

**CSBG
ATTACHMENT D
PROGRAM STATUTES AND REGULATIONS**

(2) LOCAL GOVERNMENTS:

Except for interest earned on advance of funds exempt under the Intergovernmental Cooperation Action (31 U.S.C. 6501 et. seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and sub-grantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or sub-grantee may keep interest amounts up to \$100 per year for administrative expenses for all interest accrued from all federal awards received. The interest maintained for administrative expenses must be proportionate to the program's contribution to the interest earned.

F. MODIFICATIONS

(1) The Department shall not be obligated to reimburse the Recipient for outlays in excess of the funded amount of this Agreement unless and until the Department officially approves such expenditures by executing a written modification to the original contractual Agreement.

(2) The following conditions will govern modifications to this agreement:

(a) An unlimited budgeted amount may be moved from any line item to the direct client assistance line item without written departmental approval. These changes will become effective upon the Department receiving and accepting an accurate amended budget summary, budget detail, workplan and workplan summary reflecting these changes.

(b) With the exception given in (a) above, all requests for modifications to increase or decrease any line item by more than 20% must be submitted to the Department for approval thirty (30) days prior to the anticipated implementation date. Failure to meet this time frame may result in reimbursement delays. The Recipient must use a CSBG modification package, approved by the Department, which includes an amended budget summary, budget detail, work plan and work plan summary. 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.

**CSBG
ATTACHMENT D
PROGRAM STATUTES AND REGULATIONS**

(c) Modifications to increase or decrease any line item by less than 20 percent, may be made without the Department's written approval. These changes will become effective upon the Department receiving and accepting as accurate an amended budget summary, budget detail, work plan and workplan summary reflecting these changes.

(d) Only unobligated funds may be transferred from one line item to another line item.

(e) Budget changes must not result in over expenditure of the amounts stated in section (17)(a) of this agreement, nor the limits set for administrative or secondary administrative expenses.

G. MATCH REQUIREMENTS

(1) The Recipient shall match the CSBG funds identified in Section (17)(a) by an amount equal to at least 20 percent of the funds received. Not less than 10 percent of the match shall be in cash. That is, the Recipient shall supply a cash match equal to at least 2 percent of the CSBG funds received. In-kind match sources shall absorb the balance of the overall minimum 20 percent requirement.

(2) The Recipient shall provide as matching funds for services under this Agreement the amounts reflected in Attachments B-1, Budget Summary and B-3, Budget Detail.

(3) Sources of matching funds and expenditures for all funds under this Agreement shall be governed by the Budget Summary, Attachment B of this Agreement. CSBG funds may not be used in part or in whole to meet the two percent cash match requirement.

H. CSBG CLIENT ELIGIBILITY AND CLIENT RECORDS

(1) The Recipient shall certify each client receiving CSBG funded services as income eligible at 125 percent or less of the current Office of Management and Budget Poverty Guidelines as required by CSBG law. In order to certify each client, the Recipient shall be required to maintain current (less than one year old) source documentation of income eligibility. In the event that the applicant cannot provide income documentation, the Recipient shall require the applicant to provide a signed certification of eligibility to attest to the applicant's verbal declaration. This certification must specify the reasons that

**CSBG
ATTACHMENT D
PROGRAM STATUTES AND REGULATIONS**

no current documentation can be supplied by the applicant and a statement of how the applicant is providing for his/her basic needs.

(2) *The Recipient will maintain a separate record for each CSBG client which includes at least the following data: client's name, address, sex, race, age, income amount and method of verification, date client was interviewed, services provided to the client and documentation of any denial of client services. All CSBG assistance applications must be signed by the client and by the Recipient's representative.*

(3) Recipients are required to have written applicant appeal procedures. Any applicant denied CSBG services must be provided a written notice of the denial which includes the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, the agency must explain what specific documents are required in order for the applicant to reapply for services.

(4) All records, correspondence, employee time sheets, board minutes, board meeting notices and other documents related to CSBG funded activities shall be available for public inspection during normal business hours.

I. MONITORING

(1) The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall ensure the cooperation of its employees, and of any sub-recipients with whom the Recipient contracts to carry out program activities.

(2) 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 determination by the Department of Recipient need.

J. BONDING

(1) Non-Profit Organizations: The Recipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee or agent up to an amount which is equal to at least one-half of the total CSBG contract amount.

**CSBG
ATTACHMENT D
PROGRAM STATUTES AND REGULATIONS**

(2) Local Governments: The Recipient agrees to purchase a fidelity bond in accordance with Section 113.07, Fla. Stat. The fidelity bond must cover all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement.

**CSBG
ATTACHMENT E
REPORTS**

A. Annual reports - Within 45 days after the end of the contract/program the Recipient shall submit a CSBG Close-out Report, including the CSBG Final Financial Report, a refund check for any unspent funds, and the CSBG Final Program Report. Recipients will complete and submit the National Association of State Community Services Programs (NASCSPP) information survey. The Recipient will be notified in writing of the due date.

B. Monthly reports - The CSBG Monthly Financial Status Reports must be provided to the Department no later than 21 days after the end of each month regardless of whether or not funds were expended.

C. Quarterly Reports - The CSBG quarterly program reports must be provided to the Department no later than 21 days after the end of the last month of the quarterly reporting period.

D. Board Minutes - Official approved minutes from all CSBG Board of Directors' meetings must be provided to the Department no later than 30 days from the date of each meeting.

E. Monitoring Report Responses - A written response to all monitoring report findings and/or concerns must be provided to the Department no later than 35 days from the date of the monitoring report.

F. Board Roster - When board members change, the Recipient will provide a revised board roster to the Department. Board members shall be identified by the sector they serve.

G. Upon reasonable notice, the Recipient shall provide additional program updates or information as may be required by the Department, including supporting or source documentation for any reports identified in this section.

H. The reports shall be submitted to:

Ms. Hilda Frazier, Manager

Florida Department of Community Affairs

Division of Housing & Community Development

2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

**CSBG
ATTACHMENT F
PROPERTY MANAGEMENT AND PROCUREMENT**

Recipient shall comply with property management standards for non-expendable property equivalent, at a minimum, to OMB Circular A-102, revised or OMB Circular A-110, revised, Subpart C, Post Award Requirements, and the awarding federal agency's "Common Rule."

**CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

B. Interest of Members, Officers, or Employees of Recipient, Members of Local Governing Body, or Other Public Officials

No member, officer, or employee of the grantee, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract, subrecipient agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The grantee shall incorporate or cause to be incorporated in all such Agreements, a provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with s. 112.061, Florida Statutes.

C. Nepotism

The grantee agrees to abide by the provisions of s.112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement.

D. CSBG Assurances

The grantee hereby assures and certifies as a condition of receipt of Community Services Block Grant funds, that it and its subrecipients will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of CSBG funds, the grantee assures and certifies that:

**CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES**

(1) The grantee possesses the legal authority to apply for the grant, and that the contract proposal has been approved by the grantee's governing body, including all assurances contained herein.

(2) The grantee will use all CSBG funds to provide services and activities having measurable and potentially major impact on causes of poverty in the community. Funds not used during the contract period will be returned to the Department of Community Affairs with the close-out report on or before the due date.

(3) *In the case of a Community Action Agency, non-profit private organization or unit of local government (eligible entity), the recipient assures and provides documentation that its Community Services Block Grant board is constituted so that:*

(a) One-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives, except that if the number of such elected officials reasonably available and willing to serve on the board is less than 1/3 of the membership of the board, membership on the board of appointive public officials or their representatives may be counted in meeting such 1/3 requirement. Letters reaffirming the delegation, signed by the elected officials, shall be required each year regardless of the number of years the terms run. Upon the request of the Department, Recipients providing services in multi-county areas are required to submit to the Department a plan to assure representation of every county served. When an entity expands to include a new county into its service area, the new county must be represented on the board by an elected public official or his designee for the first two years.

(b) *Not fewer than one-third of the members of the board are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of the low income individuals and families in the neighborhood served. Each representative of the low-income sector selected to represent a specific neighborhood within the community must reside in the neighborhood served. The Recipient will define what constitutes a neighborhood.*

**CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES**

(c) The remainder of the members of the board are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served. Interest groups are organizations with non-profit status, incorporated and registered with the Office of the Florida Secretary of State. Agency bylaws shall specify categories or interest groups represented by each member. In no case shall bylaws be acceptable that do not specify membership categories as indicated.

(d) The board of directors will fully participate in the development, planning, implementation, and evaluation of the CSBG program to serve low-income communities.

(e) Procedures will be in place which will allow low-income individuals, community organizations and religious organizations to petition for adequate representation on the board if they feel inadequately represented.

(f) In the case of a migrant and seasonal farm worker organization, the recipient assures and provides documentation that the Board of Directors consists of at least 51 percent representatives of migrant and seasonal farm workers.

(4) In the case of eligible entities (as defined in Rule Chapter 9B-22, Florida Administrative Code) and migrant and seasonal farm worker organizations, the Recipient assures that all board of directors meetings are timely noticed at least seven (7) days but not more than thirty (30) days prior to the date on which the meeting is scheduled. Such notices must be given by sending meeting information to local media (newspapers, radio, etc.) with a copy on file with the Recipient for inspection by the Department. These meetings must be open to the public and held by the Recipient's board, whose composition must comply with requirements as set forth in Public Law 97-35 and in Administrative Rule Chapter 9B-22, Florida Administrative Code. If immediate danger to the public health, safety or welfare occurs requiring emergency action by the board, a board meeting may be scheduled by any procedure that is fair under the circumstances and necessary to protect the public interest.

**CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES**

(5) The Recipient will provide for coordination among anti-poverty programs in each community and, where appropriate, with emergency energy crisis intervention programs under Title XXVI of the Low-Income Home Energy Assistance Act conducted in each community.

(6) The Recipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with audit procedures and prescribed management policies of the agency.

(7) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. The Recipient will notify the Department in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG funds.

(8) The Recipient will give the Department, the Auditor General or any authorized representative complete access to examine all records, books, papers or documents related to all fiscal and program operations of the grant, including those of any sub-recipient.

(9) *The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; section 678(F)(c)(1) of Public Law 97-35, as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.*

(10) The Recipient will comply with the match requirements of this Agreement and maintain verification of type and source.

(11) The Recipient will comply with section 678(F)(a)(1) of Public Law 97-35, as amended, which prohibits use of CSBG funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

**CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES**

(12) CSBG administrative expenses shall not exceed 15 percent of the total final CSBG expenditures (match excluded) at close out. Any amount in excess of this limit shall be refunded to the Department at time of contract close out.

(13) If secondary administrative expenses are requested, the following conditions must be met:

(a) CSBG Budget and Secondary Administrative Expenses, B and Scope of Work/Workplan, Attachment C must document how these expenses will be used to support eligible CSBG Community Action Plan activities.

(b) The administrative expenses of the secondary grant source must be fully utilized prior to using CSBG funds for secondary administrative expenses.

(c) CSBG funds may not be used to increase administrative expenses for a secondary grant source above 15 percent of the secondary grant source's total grant amount.

(d) Only the Recipient is eligible for these funds. Secondary administration may not be claimed or used by sub-recipients.

(e) All contracts and fiscal expense documentation related to the grant sources for which secondary administration is claimed must be made available to the Department upon request.

(f) Audit costs, travel and associated dues are not allowable secondary administrative expenses.

(g) Under no circumstances shall secondary administrative expenses be approved for costs already covered by the secondary grant source, nor for any other administrative costs exceeding the total of 15 percent of the total secondary grant source budget.

**CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES**

(14) If the Recipient administers a transportation program, it will comply with Chapter 427, Florida Statutes, so that it will coordinate with the appropriate transportation provider(s).

(15) The CSBG application and all its attachments, including budget data, are true and correct.

(16) In accordance with section 678F(b)(1)(2)(A)(B)(C) of Public Law 97-35, as amended, the Recipient will prohibit any political activities by the Recipient or employees in accordance with the Hatch Act restrictions on political activity.

(17) In accordance with section 678(G)(a) of Public Law 97-35, as amended, the Recipient may conduct drug testing on CSBG program participants. If the Recipient does so, it must inform participants, who test positive, and refer them to treatment facilities.

(18) In accordance with section 678G(b) of Public Law 97-35, as amended, the Recipient assures that it will inform custodial parents in single parent homes who participate in CSBG-funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.

(19) In accordance with section 676(b)(11) and section 676(b)(3) of Public Law 97-35, as amended, the Recipient must provide the Department with an agency Community Action Plan that consists of the following:

(a) A community needs assessment (including food needs);

(b) A description of the service-delivery system targeted to low-income individuals and families in the service area;

(c) A description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultation;

(d) A description of how funding under this Act will be coordinated with other public and private resources; and

(e) A description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

**CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES**

(20) *The Recipient assures that the Workplan, Attachment C to this agreement is consistent with the most current Community Action Plan officially adopted by the Recipients's board of directors.*

(21) The Recipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.

(22) The Recipient assures that the above language contained in Section (21) of Attachment G of this Agreement will be included in any sub-contracts which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

(23) The Recipient assures, as stated in Section 507 of Public Law 103-333, that to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

(24) *The Recipient agrees to adhere to a provision of section 675C(a)(3) of Public Law 97-35, as amended and the FY 2004-2005 CSBG State Plan regarding the recapture of unobligated funds. Funds allocated in this contract and not obligated by the Recipient during the contract period, will be returned to the Department at the time of close out. Unobligated funds in excess of 20 percent of the*

**CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES**

amount allocated to the Recipient will be surrendered to the Department. The balance of unobligated funds up to 20 percent will be re-contracted to the Recipient during the next contracting cycle.

(25) Each Recipient receiving an allotment for a fiscal year shall adhere to the Application and Plan assurances set forth in section 676 of Public Law 97-35, as amended.

(26) This Agreement has been approved by the Recipient's governing body by official action, and the officer who signs it is duly authorized to sign this agreement.

(27) The Recipient shall secure and maintain an internet computer service and notify the Department of their e-mail address.

(28) The Recipient shall develop a Memorandum of Understanding with all Work Force Florida, Incorporated boards in their service area. The Memorandum of Understanding shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG program and Work Force Florida, Incorporated "One-Stop" delivery system, services and information.

**CSBG
ATTACHMENT H
SPECIAL CONDITIONS**

A. The Recipient and its sub-recipients shall comply with the following special conditions:

None.

B. Failure of the Recipient or its sub-recipients to comply with the special conditions under this Agreement shall be cause for the immediate suspension of payments, and may be cause for the immediate termination of this Agreement.

CSBG
ATTACHMENT I

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

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, Lee County BoCC, 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.

Not Applicable
Contractor's Name

Lee County Board of County Commissioners
Recipient's Name

Title

06-SB-5N-09-46-01-015
DCA Contract Number

Firm

Street Address

City, State, Zip

Date

CSBG
ATTACHMENT J
Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, *unobligated balances, assets, outlays, income and interest.*
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. *Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.* The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

**CSBG
ATTACHMENT J
WARRANTIES AND REPRESENTATIONS**

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from at least 9:00 a.m. to 5:00 p.m., Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient or any subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**ATTACHMENT K
JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT: Lee County Board of County Commissioners

CONTRACT NUMBER: 06-SB-5N-09-46-01-015

Indicate by checking one of the boxes below, if you are requesting an advance. 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 three months.

NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

ADVANCE REQUESTED

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

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

	DESCRIPTION	(A) FFY 2003	(B) FFY 2004	(C) FFY 2005	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ Start with the month in which any contract funds were expended. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{CSBG Award (Do not include match)} = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous CSBG contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2005-2006 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances: