

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

Blue Sheet No. 2006/1033

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 \$235,216 in Community Services Block Grant (CSBG) funds. This grant requires a 2% cash match (\$4,705), which the Department has already budgeted in FY 06-07. Approve Budget Amendment Resolution in the amount of \$235,216 of unanticipated revenue. *ASD*

2. WHAT ACTION ACCOMPLISHES:

Provides \$235,216 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

C5A

5. Meeting Date: 8/15/06

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: Kim Hustad, Program Manager

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 \$235,216 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, 2006 through September 30, 2007.

The contract requires a 20 percent match, of which at least two percent must be cash (\$4,705). Existing salaries and fringe benefits will be used for the in-kind match.

Attachments: Contract (3 originals)
 Grant at a Glance
 Budget Resolution

10. Review for Scheduling:

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

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>TD</i>
COUNTY ADMIN FORWARDED TO: <i>PL</i>
<i>8/30/06 4:33</i>

Rec. by CoAtty
Date: <i>8/30/06</i>
Time: <i>4:30 PM</i>
Forwarded to:

The attachments to this blue sheet must be in Tallahassee no later than August 21, 2006.

RESOLUTION

Amending the Budget of the General Fund, Fund#00100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund, Fund #00100 budget for \$235,216 of the unanticipated revenue from CSBG grant funds, and an appropriation of a like amount for case management and other supportive services and;

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

ESTIMATED REVENUES

Prior Total:		\$539,547,008
Additions		
11084500100.331540.9013	CSBG Reimbursement	\$235,216
Amended Total Estimated Revenues		\$539,782,224

APPROPRIATIONS

Prior Total:		\$539,547,008
Additions		
11084500100.501210.143	Salaries	\$41,449
11084500100.504010.145	Local Travel	1,433
11084500100.504410	Land, Bldg, Parking Rental	4,500
11084500100.508309.130	Other Grants & Aids	125,000
11084500100.508307.117	Indigent Medical & Dental	62,834
Amended Total Appropriations		\$539,782,224

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

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

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

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 0845
- 2. Title of Grant: Community Services Block Grant (CSBG)
- 3. Amount of Award: \$ 235,216
- 4. Amount of Match Required: \$ 47,043
- 5. Type of Match: 2% cash, remainder - in-kind
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL CFDA # 93.569

STATE CSFA #

7. Agency Contract Number: 07SB-5Z-09-46-01-015

8. Contract Period:	Begin Date: <u>10/01/06</u>	End Date: <u>09/30/07</u>
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9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11084500100 14084500100 (match)

11. Scope of Grant: **Provides for vocational training, case management, supportive and emergency services**

12. Has this Grant been Funded Before? YES NO If YES When? annually since 1995

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO
If YES What is the Lee County Budget Impact:

1st Year \$100,000	2 nd Year \$125,000	3 rd Year \$150,000
4 th Year \$175,000	5 th Year \$175,000	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Department of Human Services

2. Contacts:

Program Mgr. <u>Kim Hustad</u>	Phone #: <u>239/533-7916</u>
Fiscal Mgr. <u>Barbara Hollis</u>	Phone # <u>239/533-7923</u>

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

1. Grantor Agency: Florida Department of Community Affairs

2. Program Title/Division: Division of Housing and Community Development

MEMORANDUM
FROM
LEE COUNTY DEPARTMENT OF HUMAN SERVICES

Date: August 2, 2006

To: Reginald Kantor
 Budget Analyst

From: Kim Hustad
 Program Manager

SUBJECT: Request for FY07 Budget Resolution for CSBG Grant

Will you please establish budget for the attached grant in the following accounts?

(Note: Revenue is a Credit and Expense is a Debit, Debits should = Credits)

Revenue Account String	Description	Debit	Credit
11084500100.331540.9013	CSBG Reimbursement		\$ 235,216

Expense Account String	Description	Debit	Credit
11084500100.501210.143	Salaries, full time, regular	\$ 41,449	
11084500100.504010.145	Travel	\$ 1,433	
11084500100.504410	Land, Bldg., Parking Rental	\$ 4,500	
11084500100.508309.130	Other Grants & Aids	\$125,000	
11084500100.508307.117	Indigent Medical & Dental	\$ 62,834	

Thanks

**CSBG
ATTACHMENT B-1
BUDGET SUMMARY**

REVENUE SOURCES	PERCENT	MATCH	TOTAL AMOUNT	NOTES:
1. CSBG Grant Funds			\$235,216	Round all figures up to the nearest dollar. Provide a minimum of: 2% - Cash Match 20% - Total Match Do not under match. 1.99% Cash Match is unacceptable.
2. Cash Match	2.00 %	\$4,705		
3. In-Kind Match	18%	\$42,339		
4. TOTAL MATCH (Line 2 + Line 3)	20 %		47,044	
5. TOTAL FUNDS (Line 1 + Line 4)			282,260	
CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
ADMINISTRATIVE EXPENSES				
6. RECIPIENT EXPENSES <i>(Salaries + Fringe, Rent, Utilities, Travel, Other)</i>	0	0	0	0
7. SUB-RECIPIENT EXPENSES <i>(Salaries + Fringe, Rent, Utilities, Travel, Other)</i>	0	0	0	0
8. TOTAL ADMINISTRATIVE EXPENSES <i>(Line 6 + Line 7)</i>	0	0	0	0
9. ADMINISTRATIVE EXPENSE PERCENT <i>(Line 8 divided by Line 1)</i>	0%	CANNOT EXCEED 15% OF CSBG ALLOCATION GIVEN ON LINE 1.		
PROGRAM EXPENSES				
10. RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	187,834	4,705	1,407	193,946
11. RECIPIENT OTHER PROGRAM EXPENSES <i>(Salaries + Fringe, Rent, Utilities, Travel, etc)</i>	47,382	0	40,932	88,314
12. SUBTOTAL RECIPIENT PROGRAM EXPENSES (Line 10 + Line 11)	235,216	4,705	42,339	282,260
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	0	0	0	0
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES <i>(Salaries + Fringe, Rent, Utilities, Travel, etc)</i>	0	0	0	0
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES (Line 13 + Line 14)	0	0	0	0
16. TOTAL PROGRAM EXPENSE <i>(Line 12 + Line 15)</i>	235,216	4,705	42,339	282,260
17. SECONDARY ADMINISTRATIVE EXPENSES	0			0
18. GRAND TOTAL EXPENSE <i>(Line 8 + Line 16 + Line 17)</i>	235,216	4,705	42,339	282,260

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

RECIPIENT: Lee County Board of County Commissioners

SUB-RECIPIENT INFORMATION:

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.

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

Secondary Administrative Expense requested: Yes No XX

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 # <u> </u> Goal # <u> </u>	Goal # <u> </u> Goal # <u> </u>	Goal # <u> </u> Goal # <u> </u>	Goal # <u> </u> Goal # <u> </u>	
8. Work Plan actions that address secondary programs activities:	Action # <u> </u> Action # <u> </u>	Action # <u> </u> Action # <u> </u>	Action # <u> </u> Action # <u> </u>	Action # <u> </u> Action # <u> </u>	

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 administrative 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 2006-2007 Workplan and Quarterly Report Form

Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient

AGENCY NAME:

FOCAS Outcomes Catalog	WORKPLAN Total Number of Participants Expected to Achieve Outcome	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	
		3	4	5	6	7	8	9	10		
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>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 2006-2007 Workplan and Quarterly Report Form
 Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

AGENCY NAME:

FOCAS Outcomes Catalog	WORKPLAN	2	3	4	5	6	7	8	9	10
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>	Participants Expected to Achieve Outcome									
(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.										
(6) Received an increase in income as a result of better wages, hours, or benefits.										
C) Achieved "living wage" employment and benefits. (See footnote.)¹										
D) Maintained Employment for at Least 90 days.		15								
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.		150								
(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.										

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
 FY 2006-2007 Workplan and Quarterly Report Form
 Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

AGENCY NAME:

FOCAS Outcomes Catalog

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
- Must report on at least one NPI in Goal 1.*

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

	WORKPLAN 2 Total Number of Participants Expected to Achieve Outcome	3 Number of Participants at or Below 125% of Poverty		4 Number of People Above 125% of Poverty		7 Number of People for Whom No Income Information was Obtained		9 Aggregated Dollar Amounts (Payments, Credits or Savings)	
		5 Received Services (Participants Enrolled in Program)	6 Achieved Outcome	5 Received Services (Participants Enrolled in Program)	6 Achieved Outcome	7 Received Services (Participants Enrolled in Program)	8 Achieved Outcome		
(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.	20								
(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.	25								
(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.									

COMMENTS OR EXPLANATION:

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN AND QUARTERLY REPORT
Community Action Goal 2 (Community) – The Conditions in Which Low-Income People Live are Improved**

FOCAS Outcomes Catalog				
Goal 2: The Conditions in Which Low-Income People Are Improved	2	3	4	5
National Performance Indicators:	Number of Projects or Initiatives		Number of Opportunities and/or Community Resources Preserved or Increased	
2.1 Community Improvement and Revitalization	WORKPLAN Plan to Initiate	Initiated	WORKPLAN Plan to Achieve	Achieved
2.2 Community Quality of Life and Assets				
<i>All agencies must report on at least one NPI in Goal 2.</i>				
NPI 2.1: Community Improvement and Revitalization – Increase in, or preservation of opportunities and community resources 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.	5			
C) Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy.	15			
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)
 2006-2007 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)
2006-2007 WORKPLAN
Goal 3 (Community): Low-Income People Own a Stake in their Community**

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community		
National Performance Indicators:	WORKPLAN	Number of Volunteer Hours Achieved
3.1 Civic Investment	Number of Volunteer Hours Expected to Achieve	
3.2 Community Empowerment through Maximum Feasible Participation		
<i>All agencies must report on NPI 3.1.</i>		
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		

Narrative Comments:

- A. Lee County Human Services Advisory Board has approximately 4 Low-Income Board members that attend 4 meetings per year.

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN
Goal 3 (Community): Low-Income People Own a Stake in their Community**

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community	WORKPLAN	
National Performance Indicators:	Number of Low-Income People Expected to Participate	Number of Low-Income People who Participated
3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation <i>All agencies must report on NPI 3.2.</i>		
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.		
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:

- A. Lee County Human Services Neighborhood Building has 5 Target Districts approximately 3 Low-Income representatives meeting 6 times per year.

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN
Community Action Goal 4 (Agency) – Partnerships Among Supporters and Providers of Services to Low-
Income People are Achieved**

Agency Name:

FOCAS Outcomes Catalog		2	3
Goal 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved			
NATIONAL PERFORMANCE INDICATORS:			
4.1 Expanding Opportunities Through Community-Wide Partnerships			
All agencies must report on NPI 4.			
<i>(A partnership or collaboration is defined as a formal relationship documented by a written agreement such as a Memorandum of Understanding or service contract, a financial agreement, informal working relationships or alliances between the CAP and one or more public or private organizations to foster CSBG goals.)</i>			
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.			
1) Non-Profit		23	
2) Faith Based		3	
3) Local Government		3	
4) State Government Entity		2	
5) Federal Government Entity		1	
6) For-Profit Business or Corporation		2	
7) Coalition or collaborative (3 or more groups)		2	
8) Others: Please identify.		2	
a) Human Services Council			
b) LTRC Team			
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 UNDULPLICATED count of the above organizations.		38	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)

2006-2007 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

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. (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.)	2	3	4	5
FOCAS Outcomes Catalog	Funding Received by Source in 2005-2006	Anticipated Funding by Source in 2006-2007	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2006-2007
Funding Sources				
A) Community Services Block Grant (CSBG)	215,870	235,016	19,146	
B) Federal Government Resources – Other than CSBG				
a) Weatherization Assistance Program funded by DOE through DCA	51,505	0	<51,505>	
b) Low-Income Home Energy Assistance Program (through DCA) funded by HHS	860,492	500,000	<360,492>	
c) Weatherization Assistance Program funded by LIHEAP through DCA	45,641	0	<45,641>	
d) Head Start				
e) Early Head Start				
f) Older American Act				
g) SSBG funded by HHS				
h) Medicare/Medicaid funded by HHS				
i) Community Food and Nutrition by HHS through DCA				
j) Temporary Assistance to Needy Families from HHS through State TANF				
k) Childcare Development Block Grant from CCDBG				
l) List all other HHS Resources in order of size				
1)				
2)				
3)				
m) Women, Infant and Children (WIC) nutrition program from USDA				
n) USDA non-food programs (e.g. rural development)				
o) All other USDA Food Programs				
p) Community Development Block Grant funded by HUD directly or indirectly through federal, state or local government	2,449,422	3,585,454	1,136,032	
q) Housing Programs funded by HUD				
1) Section 8				
2) Section 202				
r) All other HUD programs including homeless	3,168,120	2,803,776	<364,344>	
s) Employment and Training Programs funded by the US DOL JPTA whether funded through state agencies, or Workforce Investment Boards.				
t) Other DOL programs				
u) Corporation for National and Community Service Programs such as AmeriCorps*Vista, AmeriCorps*NCCC, SeniorCorps programs (Foster Grandparent; RSVP; Senior Companion); Learn and Serve, or America Reads				
p) FEMA	45,000	45,000	0	
q) Transportation funded by U. S. DOT				
r) Other Federal Sources: List by name of funding source. Do not use abbreviations.				
1) U.S. Dept. of Justice-DJ/NAB-Bonita Springs	35,000	35,000	0	
2) U.S. Dept. of Justice- Restitution Accountability	64,137	64,137	0	
3) U.S. Dept. of Justice- DJ/NAB SWEL	62,685	62,685	0	
TOTAL: NON-CSBG FEDERAL RESOURCES	6,782,002	7,096,052	314,050	

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG) 2006-2007 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.	Funding Received by Source in 2005-2006	Anticipated Funding by Source in 2006-2007	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2006-2007
<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)	24,753,531	25,155,891	402,360	
CSBG FUNDS FROM LINE 1	215,870	235,016	19,146	
Total Agency Budget (if different from the sum of All Non-CSBG Resources plus CSBG Funds, provide an explanation below.)	24,969,401	25,390,907	421,506	

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:

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
 FY 2006-2007 Workplan
 Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,
 Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

Agency Name:

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	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Number of People at or Below 125% of Poverty							
National Performance Indicators: 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development		Received Services	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome	Received Services	Achieved Outcome	Received Services	Achieved Outcome
<i>All agencies must report on at least one NPI in Goal 6.</i>									
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	WORKPLAN Total Number of Households Expected to Achieve Outcome	Number of Households at or Below 125% of Poverty		Number of Households Above 125% of Poverty		Number of Households for Whom No Income Information was Obtained	
6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development		Sought Assistance	Received Assistance	Sought Assistance	Receiving Assistance	Sought Assistance	Receiving Assistance

NPI 6.2: EMERGENCY ASSISTANCE – The number of low-income households served by community action that sought emergency assistance, and the number who received assistance, including services such as:

A. Food (Households)							
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)							
4) Summer Nutrition Program (Proxy)							

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
 FY 2006-2007 Workplan
 Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,
 Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

Agency Name:

FOCAS Outcomes Catalog	WORKPLAN 2 Total Number of Households Expected to Achieve Outcome	3 Number of Households at or Below 125% of Poverty		4 Number of Households Above 125% of Poverty		7 Number of Households for Whom No Income Information was Obtained		8 Number of Households for Whom No Income Information was Obtained	
		Seeking Assistance	Receiving Assistance	Seeking Assistance	Receiving Assistance	Seeking Assistance	Receiving Assistance	Seeking Assistance	Receiving Assistance
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									
NPI 6.2 continued.									
B. Emergency Vendor Payments	1500								
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. Clothing									
I. Provide translation assistance in order for person to receive emergency services.									

**ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
 FY 2006-2007 Workplan
 Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,
 Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

Agency Name:

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 People 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	People Enrolled in Program(s)	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 2006-2007 Workplan
 Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,
 Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

Agency Name:

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 People 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	
		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.	22						
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.	12						

FEDERALLY-FUNDED SUB-GRANT 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 Budget, Attachment B of this Agreement and 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 B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin October 1, 2006 and shall end September 30, 2007, unless terminated earlier in accordance with the provisions of Paragraph (12) 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.

(5) RECORDKEEPING

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

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Chief Financial Officer, 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 of this Agreement and Scope of Work/Workplan, Attachment C of this Agreement 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

[an electronic copy shall also be submitted to the above office Annette.kittrell@dca.state.fl.us
and

Department of Community Affairs
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

[an electronic copy shall also be submitted to the above office at Annette.kittrell@dca.state.fl.us

and

Department of Community Affairs
Division of Housing and Community Assistance
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

(i) 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 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 March 30, June 30, September 30 and December 31.

(c) The close-out report is due 60 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 Scope of Work.

(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 Scope of Work 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 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:

Ms. Paula Churchwell, Community Program Manager
Florida Department of Community Affairs
Division of Housing and Community Assistance
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 488-7541
Fax: (850) 488-2488
Email: paula.churchwell@dca.state.fl.us

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

Telephone: _____
Fax: _____
Email: _____

(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 subcontractor's 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 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 \$235,216, subject to the availability of funds and appropriate budget authority. The Recipient is authorized to incur costs in an amount not to exceed \$152,891 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.

Attachment K will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(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) 413-5516.

(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) 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 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.

(h) 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.

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

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

(k) 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.

(l) 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.

(m) 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.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(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

BY: _____
Tammara Hall, Chair

(Type Name and Title)

Date: _____

Federal Identification Number

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____
Janice Browning, Chief of Staff
Department of Community Affairs

Date: _____