

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

Blue Sheet No. 20070348

3/05/2007

1. ACTION REQUESTED/PURPOSE: Approve and execute contracts with the Department of Community Affairs, (DCA) and the Budget Resolutions for the Weatherization Assistance Programs, (WAP & WAP/LIHEAP), to establish funding for the Weatherization Programs for contract periods from April 1, 2007 to February 15, 2008, (WAP) and April 1, 2007 to March 31, 2008, (WAP-LIHEAP)

2. FUNDING SOURCE: Department of Community Affairs.

3. WHAT ACTION ACCOMPLISHES: Allows the Department of Human Services (DHS) to accept \$85,734 for the weatherization of homes in Lee County.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: 05

C5B

6. Meeting Date: 3/20/07

7. Agenda:

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

8. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

9. Request Initiated:

Commissioner CW
 Department Human Services
 Division Housing Services
 By: Marsha Popkey

10. Background: DHS has been providing weatherization for more than 13 years. Grant agreements are required to obtain funds. This is an annual requirement. Weatherization funds allow DHS to service very low income families by providing a source of funds to make their housing more energy efficient and to address safety standards.

Attachments: Grant Agreements (2 contracts - 4 originals each)
 Budget Resolution Request (2)
 Grants at a Glance (2)

Funds will be available in business units: 11086800100 (Federal WAP/LIHEAP funds)
 11086900100 (Federal WAP funds)

11. 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>J. Ma</i>	N/A	N/A	N/A	<i>U. A. / U. A.</i>	<i>AK 3/8</i>	<i>3/2/07</i>	<i>3/8/07</i>	<i>3/9/07</i>	<i>13-9-07</i>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *ML*
 3/7 11:40 AM
 COUNTY ADMIN
 FORWARDED TO: *PL*
 3/9 8:30

Rec. by CoAtty
 Date: 3/7/07
 Time: 9:30 AM
 Forwarded To:
AD 3/8/07
9:38 am

RESOLUTION

Amending the General Fund #00100 Budget to incorporate unanticipated receipts into estimated Revenues and Appropriations for Fiscal Year 2006-2007;

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund #00100 budget for \$85,734 of unanticipated revenue from Weatherization Assistance Program proceeds grants and an appropriation of a like amount for rehabilitation grants and loans;

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

ESTIMATED REVENUES

Prior Total:		\$592,487,335
Additions		
11086800100.331620.9004	Weatherization LIHEAP	\$62,150
11086900100.331620.9002	Weatherization Assistance	23,584
Amended Total Estimated Revenues		\$592,573,069

APPROPRIATIONS

Prior Total:		\$592,487,335
Additions		
11086800100.508302.1133	Rehabilitation Grants & Loans	\$62,150
11086900100.508302.1133	Rehabilitation Grants & Loans	23,584
Amended Total Appropriations		\$592,573,069

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

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2007.

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 #): 0868
- 2. Title of Grant: Weatherization /Low Income Energy Assistance Program (WAP-LIHEAP)
- 3. Amount of Award: \$62,150
- 4. Amount of Match Required: \$0.00
- 5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL CFDA # 93.568 STATE CSFA #

7. Agency Contract Number: 07LH-66-09-46-01-015

8. Contract Period: Begin Date: 04/01/07 End Date: 03/31/08
or execution by both parties, whichever is later.

9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11086800100

11. Scope of Grant: **Funds are to be used to perform energy saving repairs and installation of energy saving measures on low-income homes.**

12. Has this Grant been Funded Before? YES NO If YES When? Several prior fiscal years.

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	2 nd Year	3 rd Year
4 th Year	5 th Year	

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

ADMINISTERING DEPARTMENT INFORMATION

- 1. Department: Human Services
- 2. Contacts:

Program Mgr. Marsha Popkey	Phone #: 533-7941
Fiscal Mgr. Barbara Hollis	Phone #: 533-7923

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

GRANT AT A GLANCE

GRANT AWARD INFORMATION

1. County Grant ID (project #): 0869
2. Title of Grant: Weatherization Assistance Program (WAP)
3. Amount of Award: \$23,584
4. Amount of Match Required: \$0.00
5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL CFDA # 81.042

STATE CSFA #

7. Agency Contract Number: 07WX - 09-46-01-015

8. Contract Period:	Begin Date: <u>04/01/07</u>	End Date: <u>02/15/08</u>
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or execution by both parties, whichever is later.

9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11086900100.

11. Scope of Grant: **Funds are to be used to perform energy saving repairs and installation of energy saving measures on low-income homes.**

12. Has this Grant been Funded Before? YES NO If YES When? Several prior fiscal years.

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	2 nd Year	3 rd Year
4 th Year	5 th Year	

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

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Human Services

2. Contacts:

Program Mgr. Marsha Popkey	Phone #: 533-7941
Fiscal Mgr. Barbara Hollis	Phone #: 533-7923

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
3. Agency Contact: Mr. Norm Gemmel

Revised: February 13, 2007

Contract Number: **07LH-6G-09-46-01-015**
CFDA Number 93.568

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 Budget and Scope of Work, Attachment A of this Agreement.

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end March 31, 2008, 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 ACommon 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 and Scope of Work - Attachment A - and all other applicable laws and regulations.

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

(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 aurilla.parrish@dca.state.fl.us]
and

Department of Community Affairs
(program office)
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 aurilla.parrish@dca.state.fl.us]
and

Department of Community Affairs
(program office)
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 nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Department with monthly reports, 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) Monthly reports are due to be received by the Department no later than 10 days after the end of each month of the program year and shall continue to be submitted each month until submission of the administrative close-out report. 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 31, June 30, September 30, and December 31.

(c) The close-out report is due 30 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 D.

(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 (Fee For Service Summary and Detail) 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 A-2 to this Agreement, and reported in the monthly 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 Chief Financial Officer 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 for convenience or 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:

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

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

Marsha Popkey, Housing Manager, Lee County Human Services
2440 Thompson St.
Fort Myers, FL 33901
Telephone: (239) 533-7941
Fax: (239) 533-7955
Email: mpopkey@leegov.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (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, as defined in Section 288.703, Fla. Stat.

(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-1 – Budget (Fee for Services Summary and Detail)

Attachment A-2 – Scope of Work

Attachment B-1 – Program Statutes and Regulations

Attachment B-2 – Monitoring, Evaluation & Technical Assistance

Attachment C – Recordkeeping

Attachment D – Reports

Attachment E – Justification of Advance

Attachment F – Warranties and Representations

Attachment G – Statement of Assurances

Attachment H – Certification Regarding Debarment

Attachment I – County Allocations

Attachment J – Special Conditions

Attachment K – Recipient Information Form

(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 **\$ 62,150.00** subject to the availability of funds. Performance of work must be in accordance with the provisions of Attachment A-2, Scope of Work. The Recipient will be reimbursed for 35% of the total cost of materials, labor and energy related health and safety measures as a Fee for Service based on monthly completion of units. Based on the Fee for Service amount, the total cost of materials, labor and the health and safety total, the Recipient may charge 10% for Administration as explained in the provisions of Attachment A-1, Budget (Fee for Service Summary and Detail). Administration may not exceed 10% of the total amount of the Agreement. If the Recipient has failed to meet the performance requirements of Attachments A-1 and A-2 of the Agreement, the Department may unilaterally, upon thirty (30) days written notice to the Recipient, decrease the funding under this Agreement. The decrease will be effective thirty (30) days after receipt of notice by the Recipient.

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

1. No advance payment is requested.
2. An advance payment of \$_____ is requested.

(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 (Fee For Service Summary and Detail) Attachment A-1 and Scope of Work, Attachment A-2 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 Chief Financial Officer 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) 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(g)2 of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) 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:

Lee County Board of County Commissioners

By: _____

Name and title: _____

Date: _____

SAMAS # N/A

FID# 59-6000702

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Name and Title: 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:

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

Federal Program **Low Income Home Energy Assistance Program**
 U.S. Department of Health and Human Services
 CFDA #: 93.568
 Funding Amount: \$ 62,150.00

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

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

Federal Program:
List applicable compliance requirements as follows:

1. Purposes resources must be used for:

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

2. Eligibility requirements for recipients of the resources:

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

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

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

**ATTACHMENT A-1
BUDGET**

FEE FOR SERVICE SUMMARY AND DETAIL REPORTING INSTRUCTIONS
BWR MATERIAL AND LABOR TOTALS MUST EQUAL THE AMOUNTS SHOWN ON THE FSR

From the Financial Status Report:	Current Month	Totals To Date
1. a) Material (Total from BWRs)		
b) Labor (Total from BWRs)		
2. Health and Safety- \$600 maximum per unit (Material & Labor for energy-related hazards only)		
3. Total of Lines 1a, 1b, & 2		
4. Fee for Service (Line 3 X 35%)		
5. Total of Lines 1a, 1b, 2 & 4 (current month column)		
6. Administration (Line 5 X 10%)		
7. Comprehensive Annual Audit		
8. Training & Technical Assistance		
9. Totals (Current Month & Total to Date Columns)		

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

REPORTING INSTRUCTIONS

1.a)	MATERIAL: Total materials installed on the units submitted for allowable weatherization measures.
b)	LABOR: Total labor tied to the installation of materials on the units submitted. (This does not include pre and post blower door labor, inspections, intake etc.)
2.	HEALTH AND SAFETY (ENERGY-RELATED HAZARD MEASURES ONLY): This category must be reported separately. This is for material and labor (other than weatherization material & labor) to abate energy-related health and safety hazards. Maximum amount allowable is \$600 per unit.
3.	TOTAL LINES 1a, 1b, and 2: This is the amount used for calculating the Fee for Service.
4.	FEE FOR SERVICE (LINE 3 X 35%): This amount will be based on the total of material and labor and energy related hazard abatement measures for units completed monthly. Liability insurance and costs that were program support will be incorporated into the Fee for Service (FFS).
5.	TOTAL OF LINE 1a, 1b, 2 and LINE 4: This is the amount used for calculating the monthly administration fee allowed.
6.	ADMINISTRATION (LINE 5 X 10%): This can only be earned monthly, based on the total of material, labor, health and safety and Fee for Service.
7.	COMPREHENSIVE ANNUAL AUDIT: This is for the pro rata share of the agency audit charged to each program. The Recipient must not bill in excess of 1/12th of the cost of the audit in any single month.
8.	TRAINING AND TECHNICAL ASSISTANCE: Equipment, travel for training, workshops or conferences will not be reimbursed without prior written approval from the Department.
9.	TOTALS (CURRENT MONTH & TOTAL TO DATE COLUMNS): Add these columns and enter the totals on this line.

ATTACHMENT A-2

SCOPE OF WORK

In carrying out this Agreement, the Recipient will provide the necessary personnel, materials, services and facilities, except as otherwise provided herein, to carry out the program. The Recipient will have a designated individual, referred to by the Department as the WAP Coordinator, to be responsible for the following activities:

- A. Soliciting, identifying and qualifying low-income residents within the Recipient's identified service area with the need and desire for energy conservation assistance. The Recipient will make the services provided for under this contract available to all eligible clients in the counties to be served.
- B. During this contract period work performed on homes shall be completed with the Florida Priority List or the National Energy Audit (NEAT) and Manufactured Home Energy Audit (MHEA) and supplemental Department and federal Department of Energy guidelines. By September 1, 2007 at least one home must be completed using the Priority List. By November 1, 2007 at least two additional homes must be completed using the Priority List. Beginning January 1, 2008, all homes must be completed using the Priority List unless the agency secures written permission from the Department not to. Each unit must be evaluated by using the walk-around inspection package, recording visual observations and measurements and performing required diagnostic tests, i.e., blower door, monoxor, gas analyzer and pressure pan. This information will be maintained in the client file and if using the Energy Audits, entered into the appropriate computer program which will generate a print-out of recommended measures to be performed. This print-out sheet will separate the measures by Air Infiltration Reduction Items, Savings to Investment Ratio (SIR), and Cost of materials and labor to perform the measures. Replacing a heating and/or cooling unit utilizing the Priority List guidelines will require a NEAT or MHEA audit recommendation (unless a waiver is authorized by the Department). Refrigerators may only be replaced if recommended by a NEAT or MHEA audit (or according to Priority List guidelines). The Department also requires that the following measures be installed on every unit receiving energy conversation measures; low flow showerhead, water heater blanket, water line insulation and air filters for heating and cooling units.
- C. The cost of labor and materials for weatherization measures under this agreement should not exceed an average of \$2,885 per house if also utilizing DOE/WAP funding. If a home is only weatherized under the WAP/LIHEAP, the total should not exceed \$5,770 per house. (These averages are not including the H&S \$600 that may also be expended.) Prior approval from the Weatherization Program Office is required to exceed this amount.
- D. When the Recipient WAP Coordinator has determined the weatherization activities to be performed on a home, the measures to be addressed will be listed on the **Client/Agency Pre-Work Order Agreement Form**. The work to be performed will then be discussed with the client, along with addressing the included disclaimer language regarding mold and moisture. Also a copy of the **Lead Notification** pamphlet and the **Mold and Moisture** pamphlet will be provided to each client. Then both the client and the coordinator will sign and date the form. Once this form is signed, work may commence.
- E. Supervising, monitoring and ensuring the quality of all work by staff, volunteers and subcontractors.
- F. A final inspection and certification that all work listed on the Building Work Report (BWR) was performed on the home according to program guidelines, will be performed by the Recipient WAP Coordinator. If all work meets program guidelines and local building codes, the WAP Coordinator and client will sign and date the BWR.
- G. Providing the Department with documentation and reports as required by this Agreement as well as other information related to this project as may be specified by the Department.

ATTACHMENT B-1

PROGRAM STATUTES AND REGULATIONS

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

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

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

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

2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

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

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

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

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

7. Subsections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

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

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

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

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

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

ATTACHMENT B-1 (Continued)

PROGRAM STATUTES AND REGULATIONS

- E.** The Recipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4081 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- F.** The Recipient will assist in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
- G.** In compliance with 10 C.F.R. Subpart E, Part 1036.510 (Appendix B), the Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared eligible, or voluntarily excluded from participating in this Agreement by any Federal Department or agency.
- H.** The Recipient shall screen applicants for program eligibility under 1986 Immigration and Nationality Act, as currently amended.
- I.** Recipients which procure \$10,000 or more of insulation products annually are required to put into effect an affirmative procurement program to insure the purchase of insulation products composed of the highest percentage of recoverable materials practicable, taking into consideration competition, availability, technical performance and cost in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and guidelines promulgated by the Environmental Protection Agency.
- J.** All applicable federal rules, regulations and guidelines including 10 C.F.R. 600, and all applicable OMB Circulars, as revised, as they relate to the application, acceptance, and use of federal funds under this Agreement.
- K.** Other applicable federal and State laws, rules, regulations and guidelines.
- L.** There shall be no religious worship, instruction, or proselytization as any part of, or in connection with, the performance of this Agreement.
- M.** The Recipient certifies that neither its organization nor any member of the staff is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The contractor may not make any subcontract to a debarred or suspended party. A current listing of such parties is maintained by the Department for review.
- N.** Before beginning work on any dwelling, the Recipient shall have:
1. Documentation of client income eligibility in accordance with the most recent federally established Poverty Income Guidelines. Client income verification must be conducted within 180 days prior to the date the work begins.
 2. Documentation of authorization from the owner of the dwelling or his authorized agent.
 3. Documentation of proof of ownership.
 4. Agreement with the owner of rental property assuring compliance with 10 C.F.R. Part 440.22.

ATTACHMENT B-1 (Continued)

PROGRAM STATUTES AND REGULATIONS

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

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

Q. APPEALS SYSTEM: Recipient must have a written appeals system adopted by the Board of Directors, posted in the client intake area of the Recipient's agency, and a copy provided in writing to those applying for services.

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

Housing Services Program Manager (Title of Position)

Should the first designated party be unable to resolve the difficulty, the second complaint/appeal will be heard by:

Director of Human Services (Title of Position).

Should the second level complaint/appeal be unable to resolve the difficulty, the final hearing will be held by:

Board of County Commissioners (Committee or Full Board).

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

ATTACHMENT B-2

MONITORING, EVALUATION & TECHNICAL ASSISTANCE

- A. Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon request by the Recipient and/or upon a determination by the Department of Recipient need.
- B. The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall ensure the cooperation of its employees, and any subgrantees with whom the Recipient contracts to carry out program activities.

ATTACHMENT C

RECORD KEEPING

A. Information on each client shall include, but not be limited to:

- 1) Client Intake Form (signed by the client and dated),
- 2) Client Selection (Priority) Criteria Form,
- 3) Copy of the Compliant/Appeal Procedures Form,
- 4) Copy of Social Security Cards (with only the last four digits showing),
- 5) Documentation of Income for all members of the household,
- 6) Documentation of Ownership or Landlord Agreement (when applicable),
- 7) Building Work Report (BWR) (signed by the client and inspector and dated),
- 8) Copy of the printout for either the National Energy Audit (NEAT) or the Manufactured Home Energy Audit (MHEA), or Priority List documentation.
- 9) Household Data Form,
- 10) Copy of the signed Client/Agency Pre-Work Agreement Form,
- 11) Invoices and payment vouchers.

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

ATTACHMENT D

REPORTS

A. Monthly reports are due to the Department by the 10th of the month. The Recipient shall enter via the eGrants reporting system, a Financial Status Report (FSR), and a Building Work Report (BWR) package for each dwelling unit on which work has been completed and inspected. The BWR package shall consist of a copy of the BWR, and a completed Client Intake Form for each home being reported.

Utilization of the eGrants reporting system is mandatory for all WAP subgrantees.

B. Semi Annual Success and Leverage Reports are due to the Department **on or before** October 15 and April 15.

- 1) On the Success Reports, all subgrantees are to document and report the energy savings realized through program services by recording the most recent utility bill prior to commencing weatherization work on at least five client's homes and then contact those clients sixty days after work is completed to obtain the post weatherization utility bill amount. Also, copies of any correspondence received from clients should be included.
- 2) On the Leverage Reports, all subgrantees are to document all sources of leverage activities and include the amount of funds utilized on all homes during the six month period. Donation of materials or volunteer labor should also be included in this report.

C. The Close-out Report is due to the Department by March 15, 2008.

D. Failure to submit all required reports as outlined in Section A & B above by the required due date, may result in the withholding of any pending or future payments until the reports are received. Reports and notices must be submitted to:

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

E. The audit is due nine (9) months after the end of the fiscal year of the Recipient or by the date the audit report is issued by the state Auditor General, whichever is later.

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

ATTACHMENT F 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.

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 8:00 am to 5:00 pm Monday through Friday or Department approved hours.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient. Contractors' and subcontractors' licenses must comply with state and local laws, ordinances and regulations, and shall be appropriate and adequate to cover each of the tasks being performed pursuant to this Agreement and any subcontracts under this Agreement. When required per county code, permits will be pulled and inspections performed by the appropriate individual.

ATTACHMENT G
STATEMENT OF ASSURANCES

The Recipient hereby certifies the following assurances:

- A.** Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the filing of the contract, including all understandings and assurances contained therein, and directing and authorizing the Recipient's chief executive to act in connection with the agreement and to provide such additional information as may be required.
- B.** Contractors' and subcontractors' licenses must comply with state and local laws, ordinances and regulations, and shall be appropriate and adequate to cover each of the tasks being performed pursuant to this Agreement and any subcontracts under this Agreement. The Recipient shall maintain copies of all contractor and subcontractor licenses (current for the program year when the work is performed), as well as a copy of each contractor's liability insurance policy.
- C.** Units of local government, Indian tribes and non-profit organizations shall secure and maintain such insurance as may be necessary for protection from claims under Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement.
- D.** Priority in selection of clients will be given to (1) the elderly, (2) persons with disabilities, (3) households with children and (4) households with recurring high energy bills or (5) high energy burden.
- E.** The Recipient shall give priority to units served in order of preference as follows:
1. single family owner occupied units,
 2. single family renter occupied units in buildings up to five units,
 3. multi-family units (5 units or more per building), with 10% owner participation,
 4. multi-family units (5 units or more per building), without owner participation in cases where the landlord can document an inability to pay the required 10%.
- F.** To the maximum extent practicable, the use of services provided under this Agreement shall be coordinated with other Federal, State, local, or privately funded programs in order to improve energy efficiency and to conserve energy.
- G.** The Recipient will permit attendance by the department's representatives at any meetings of the Recipients Board of Directors, executive committee or legislative body.
- H.** The Recipient will permit on-site program evaluation by the Department of Energy, the Department's field representative and by technical assistance groups assigned by the Department. The Recipient will also allow inspection, verification, and audit of financial transactions and records by staff or agents of the department, the Comptroller's Office, legislative or federal auditors, and Department of Energy personnel.
- I.** In order to ensure that no undue or excessive enhancement takes place on renter occupied units, the Recipient shall require that the landlords of buildings with five or more units, or any combination of buildings with an aggregate total of five units or more, that receive services under this contract will pay ten percent (10%) of the total cost of the work performed. The landlord's participation may be waived or reduced if they can document in writing that they cannot afford to participate. A written agreement between the Recipient and the landlord detailing the landlord's commitment and legal responsibilities will be executed after pre-inspection and work determination has been completed and prior to work beginning on the unit and a copy of this agreement maintained in the client(s) file.

ATTACHMENT H

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

Contractor Covered Transactions

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

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

ATTACHMENT I
COUNTY ALLOCATIONS

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

COUNTY

ALLOCATION

Lee

62,150

ATTACHMENT J
SPECIAL CONDITIONS

None

ATTACHMENT K

RECIPIENT INFORMATION FORM

Please complete all information applicable to your organization.

1. Recipient's full legal name:

Lee County Board of County Commissioners

2. The warrant will be mailed to the Recipient's address unless otherwise indicated:

Lee County Department of Human Services, attention Karen Hawes Director

2440 Thompson Street

City Fort Myers, Florida

Zip Code: 33901

Telephone: (239) 533-7930

FAX Number: (239) 533-7955

3. Street Address (if different from above):

Same

4. Chief Elected Official:

Robert Janes

(Name)

Chairman, Board of County Commissioners

(Title)

E-mail address: dist1@leegov.com

FAX Number: (239) 335-2355

5. Executive Director:

Karen Hawes

(Name)

Director of Human Services

(Title)

E-mail address: haweskb@leegov.com

FAX Number: (239) 533-7960

6. WAP Coordinator:

Marsha Popley

(Name)

Housing Services Program Manager

(Title - agency designation)

Telephone: (239) 533-7941

FAX Number: (239) 533-7955

E-mail address: mpopkey@leegov.com

7. Finance Director:

Barbara Hollis

(Name)

Fiscal Manager

(Title)

E-mail address: hollisbj@leegov.com

FAX Number: (239) 533-7960

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 Budget and Scope of Work, Attachment A of this Agreement.

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or April 1, 2007, whichever is later, and shall end February 15, 2008, 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 and Scope of Work - Attachment A - and all other applicable laws and regulations.

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

(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 aurilla.parrish@dca.state.fl.us]
and

Department of Community Affairs
(program office)
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 aurilla.parrish@dca.state.fl.us]
and

Department of Community Affairs
(program office)
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 nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Department with monthly reports, semi annual leverage and success story 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) Monthly reports are due to be received by the Department no later than 10 days after the end of each month of the program year and shall continue to be submitted each month until submission of the administrative

close-out report. Semi-annual reports on activities occurring during the agreement period are due to be received by the Department on October 15 and April 15.

(c) The close-out report is due 30 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 D.

(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 (Fee For Service Summary and Detail) 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 A-2 to this Agreement, and reported in the monthly 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 Chief Financial Officer 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 for convenience or 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:

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

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

Marsha Popkey, Housing Manager, Lee County Human Services
2440 Thompson St.
Fort Myers, FL 33901
Telephone: (239) 533-7941
Fax: (239) 533-7955
Email: mpopkey@leegov.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (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, as defined in Section 288.703, Fla. Stat.

(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-1 – Budget (Fee for Services Summary and Detail)
Attachment A-2 – Scope of Work
Attachment B-1 – Program Statutes and Regulations
Attachment B-2 – Monitoring, Evaluation & Technical Assistance
Attachment C – Recordkeeping
Attachment D – Reports
Attachment E – Justification of Advance
Attachment F – Warranties and Representations
Attachment G – Statement of Assurances
Attachment H – Certification Regarding Debarment
Attachment I – County Allocations
Attachment J – Special Conditions
Attachment K – Recipient Information Form

(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 **\$23,584** subject to the availability of funds. Performance of work must be in accordance with the provisions of Attachment A-2, Scope of Work. The Recipient will be reimbursed for 30% of the total cost of materials, labor and energy related health and safety measures as a Fee for Service based on monthly completion of units. Based on the Fee for Service amount, the total cost of materials, labor and the health and safety total, the Recipient may charge 10% for Administration as explained in the provisions of Attachment A-1, Budget (Fee for Service Summary and Detail). Administration may not exceed 10% of the total amount of the Agreement. If the Recipient has failed to meet the performance requirements of Attachments A-1 and A-2 of the Agreement, the Department may unilaterally, upon thirty (30) days written notice to the Recipient, decrease the funding under this Agreement. The decrease will be effective thirty (30) days after receipt of notice by the Recipient.

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

1. ^x No advance payment is requested.
2. An advance payment of \$ is requested.

(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 (Fee For Service Summary and Detail) Attachment A-1 and Scope of Work, Attachment A-2 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 Chief Financial Officer 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) 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(g)2 of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) 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:

Lee County Board of County Commissioners

By: _____

Name and title: _____

Date: _____

SAMAS # N/A

FID# 59-6000702

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Name and Title: 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:

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

Federal Program **Weatherization Assistance Program**
 U.S. Department of Energy
 CFDA #: 81.042
 Funding Amount: \$23,584.00

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

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

Federal Program:
List applicable compliance requirements as follows:

1. Purposes resources must be used for:

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

2. Eligibility requirements for recipients of the resources:

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

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

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

**ATTACHMENT A-1
BUDGET**

**FEE FOR SERVICE SUMMARY AND DETAIL REPORTING INSTRUCTIONS
BWR MATERIAL AND LABOR TOTALS MUST EQUAL THE AMOUNTS SHOWN ON THE FSR**

From the Financial Status Report:	Current Month	Totals To Date
1. a) Material (Total from BWRs)		
b) Labor (Total from BWRs)		
2. Health and Safety- \$600 maximum per unit (Material & Labor for energy-related hazards only)		
3. Total of Lines 1a, 1b, & 2		
4. Fee for Service (Line 3 X 30%)		
5. Total of Lines 1a, 1b, 2 & 4 (current month column)		
6. Administration (Line 5 X 10%)		
7. Comprehensive Annual Audit		
8. Training & Technical Assistance		
9. Totals (Current Month & Total to Date Columns)		

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

REPORTING INSTRUCTIONS

1.a)	MATERIAL: Total materials installed on the units submitted for allowable weatherization measures.
b)	LABOR: Total labor tied to the installation of materials on the units submitted. (This does not include pre and post blower door labor, inspections, intake etc.)
2.	HEALTH AND SAFETY (ENERGY-RELATED HAZARD MEASURES ONLY): This category must be reported separately. This is for material and labor (other than weatherization material & labor) to abate energy-related health and safety hazards. Maximum amount allowable is \$600 per unit.
3.	TOTAL LINES 1a, 1b, and 2: This is the amount used for calculating the Fee for Service.
4.	FEE FOR SERVICE (LINE 3 X 30%): This amount will be based on the total of material and labor and energy related hazard abatement measures for units completed monthly. Liability insurance and costs that were program support will be incorporated into the Fee for Service (FFS).
5.	TOTAL OF LINE 1a, 1b, 2 and LINE 4: This is the amount used for calculating the monthly administration fee allowed.
6.	ADMINISTRATION (LINE 5 X 10%): This can only be earned monthly, based on the total of material, labor, health and safety and Fee for Service.
7.	COMPREHENSIVE ANNUAL AUDIT: This is for the pro rata share of the agency audit charged to each program. The Recipient must not bill in excess of 1/12th of the cost of the audit in any single month.
8.	TRAINING AND TECHNICAL ASSISTANCE: Equipment, travel for training, workshops or conferences will not be reimbursed without prior written approval from the Department.
9.	TOTALS (CURRENT MONTH & TOTAL TO DATE COLUMNS): Add these columns and enter the totals on this line.

ATTACHMENT A-2

SCOPE OF WORK

In carrying out this Agreement, the Recipient will provide the necessary personnel, materials, services and facilities, except as otherwise provided herein, to carry out the program. The Recipient will have a designated individual, referred to by the Department as the WAP Coordinator, to be responsible for the following activities:

- A. Soliciting, identifying and qualifying low-income residents within the Recipient's identified service area with the need and desire for energy conservation assistance. The Recipient will make the services provided for under this contract available to all eligible clients in the counties to be served.
- B. During this contract period work performed on homes shall be completed with the Florida Priority List or the National Energy Audit (NEAT) and Manufactured Home Energy Audit (MHEA) and supplemental Department and federal Department of Energy guidelines. By September 1, 2007 at least one home must be completed using the Priority List. By November 1, 2007 at least two additional homes must be completed using the Priority List. Beginning January 1, 2008, all homes must be completed using the Priority List unless the agency secures written permission from the Department not to. Each unit must be evaluated by using the walk-around inspection package, recording visual observations and measurements and performing required diagnostic tests, i.e., blower door, monoxor, gas analyzer and pressure pan. This information will be maintained in the client file and if using the Energy Audits, entered into the appropriate computer program which will generate a print-out of recommended measures to be performed. This print-out sheet will separate the measures by Air Infiltration Reduction Items, Savings to Investment Ratio (SIR), and Cost of materials and labor to perform the measures. Replacing a heating and/or cooling unit utilizing the Priority List guidelines will require a NEAT or MHEA audit recommendation (unless a waiver is authorized by the Department). Refrigerators may only be replaced if recommended by a NEAT or MHEA audit (or according to Priority List guidelines). The Department also requires that the following measures be installed on every unit receiving energy conversation measures; low flow showerhead, water heater blanket, water line insulation and air filters for heating and cooling units.
- C. The cost of labor and materials for weatherization measures under this agreement should not exceed an average of \$2,885 per house. (This average does not including the H&S \$600 that may also be expended.) Prior approval from the Weatherization Program Office is required to exceed this amount.
- D. When the Recipient WAP Coordinator has determined the weatherization activities to be performed on a home, the measures to be addressed will be listed on the **Client/Agency Pre-Work Order Agreement Form**. The work to be performed will then be discussed with the client, along with addressing the included disclaimer language regarding mold and moisture. Also a copy of the **Lead Notification** pamphlet and the **Mold and Moisture** pamphlet will be provided to each client. Then both the client and the coordinator will sign and date the form. Once this form is signed, work may commence.
- E. Supervising, monitoring and ensuring the quality of all work by staff, volunteers and subcontractors.
- F. A final inspection and certification that all work listed on the Building Work Report (BWR) was performed on the home according to program guidelines, will be performed by the Recipient WAP Coordinator. If all work meets program guidelines and local building codes, the WAP Coordinator and client will sign and date the BWR.
- G. Providing the Department with documentation and reports as required by this Agreement as well as other information related to this project as may be specified by the Department.

ATTACHMENT B-1

PROGRAM STATUTES AND REGULATIONS

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

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

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

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

2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

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

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

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

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

7. Subsections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

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

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

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

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

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

ATTACHMENT B-1 (Continued)

PROGRAM STATUTES AND REGULATIONS

- E.** The Recipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4081 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- F.** The Recipient will assist in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
- G.** In compliance with 10 C.F.R. Subpart E, Part 1036.510 (Appendix B), the Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared eligible, or voluntarily excluded from participating in this Agreement by any Federal Department or agency.
- H.** The Recipient shall screen applicants for program eligibility under 1986 Immigration and Nationality Act, as currently amended.
- I.** Recipients which procure \$10,000 or more of insulation products annually are required to put into effect an affirmative procurement program to insure the purchase of insulation products composed of the highest percentage of recoverable materials practicable, taking into consideration competition, availability, technical performance and cost in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and guidelines promulgated by the Environmental Protection Agency.
- J.** All applicable federal rules, regulations and guidelines including 10 C.F.R. 600, and all applicable OMB Circulars, as revised, as they relate to the application, acceptance, and use of federal funds under this Agreement.
- K.** Other applicable federal and State laws, rules, regulations and guidelines.
- L.** There shall be no religious worship, instruction, or proselytization as any part of, or in connection with, the performance of this Agreement.
- M.** The Recipient certifies that neither its organization nor any member of the staff is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The contractor may not make any subcontract to a debarred or suspended party. A current listing of such parties is maintained by the Department for review.
- N.** Before beginning work on any dwelling, the Recipient shall have:
1. Documentation of client income eligibility in accordance with the most recent federally established Poverty Income Guidelines. Client income verification must be conducted within 180 days prior to the date the work begins.
 2. Documentation of authorization from the owner of the dwelling or his authorized agent.
 3. Documentation of proof of ownership.
 4. Agreement with the owner of rental property assuring compliance with 10 C.F.R. Part 440.22.

ATTACHMENT B-1 (Continued)

PROGRAM STATUTES AND REGULATIONS

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

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

Q. APPEALS SYSTEM: Recipient must have a written appeals system adopted by the Board of Directors, posted in the client intake area of the Recipient's agency, and a copy provided in writing to those applying for services.

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

Housing Services Program Manager (Title of Position)

Should the first designated party be unable to resolve the difficulty, the second complaint/appeal will be heard by:

Director of Human Services (Title of Position).

Should the second level complaint/appeal be unable to resolve the difficulty, the final hearing will be held by:

Board of County Commissioners (Committee or Full Board).

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

ATTACHMENT B-2

MONITORING, EVALUATION & TECHNICAL ASSISTANCE

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

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

ATTACHMENT C

RECORD KEEPING

A. Information on each client shall include, but not be limited to:

- 1) Client Intake Form (signed by the client and dated),
- 2) Client Selection (Priority) Criteria Form,
- 3) Copy of the Compliant/Appeal Procedures Form,
- 4) Copy of Social Security Cards (with only the last four digits showing),
- 5) Documentation of Income for all members of the household,
- 6) Documentation of Ownership or Landlord Agreement (when applicable),
- 7) Building Work Report (BWR) (signed by the client and inspector and dated),
- 8) Copy of the printout for either the National Energy Audit (NEAT) or the Manufactured Home Energy Audit (MHEA), or Priority List documentation.
- 9) Household Data Form,
- 10) Copy of the signed Client/Agency Pre-Work Agreement Form,
- 11) Invoices and payment vouchers.

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

ATTACHMENT D

REPORTS

A. Monthly reports are due to the Department by the 10th of the month. The Recipient shall enter via the eGrants reporting system, a Financial Status Report (FSR), and a Building Work Report (BWR) package for each dwelling unit on which work has been completed and inspected. The BWR package shall consist of a copy of the BWR, and a completed Client Intake Form for each home being reported.

In addition, a copy of the signed FSR matching the eGrants FSR must be faxed to the Department at the same time. When requested by Department staff, a copy of the NEAT or MHEA printout sheet will also be provided via fax.

The WAP/LIHEAP Quarterly Report is due to the Department on the 21st day of the month following the end of the quarter. Applicant data is to be entered into the eGrants system for each county served.

Utilization of the eGrants reporting system is mandatory for all WAP subgrantees.

B. Any activities performed under the WAP/LIHEAP should be included in the WAP Semi Annual Success and Leverage Reports are due to the Department October 15 and April 15.

- 1) On the Success Reports, all subgrantees are to document and report the energy savings realized through program services by recording the most recent utility bill prior to commencing weatherization work on at least five client's homes and then contact those clients sixty days after work is completed to obtain the post weatherization utility bill amount. Also, copies of any correspondence received from clients should be included.
- 2) On the Leverage Reports, all subgrantees are to document all sources of leverage activities and include the amount of funds utilized on all homes during the six month period. Donation of materials or volunteer labor should also be included in this report.

C. The Close-out Report is due to the Department by April 30, 2008.

D. Failure to submit all required reports as outlined in Section A & B above by the required due date, may result in the withholding of any pending or future payments until the reports are received. Reports and notices must be submitted to:

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

E. The audit is due nine (9) months after the end of the fiscal year of the Recipient or by the date the audit report is issued by the state Auditor General, whichever is later.

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

ATTACHMENT F
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.

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 8:00 am to 5:00 pm Monday through Friday or Department approved hours.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient. Contractors' and subcontractors' licenses must comply with state and local laws, ordinances and regulations, and shall be appropriate and adequate to cover each of the tasks being performed pursuant to this Agreement and any subcontracts under this Agreement. When required per county code, permits will be pulled and inspections performed by the appropriate individual.

ATTACHMENT G
STATEMENT OF ASSURANCES

The Recipient hereby certifies the following assurances:

- A.** Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the filing of the contract, including all understandings and assurances contained therein, and directing and authorizing the Recipient's chief executive to act in connection with the agreement and to provide such additional information as may be required.
- B.** Contractors' and subcontractors' licenses must comply with state and local laws, ordinances and regulations, and shall be appropriate and adequate to cover each of the tasks being performed pursuant to this Agreement and any subcontracts under this Agreement. The Recipient shall maintain copies of all contractor and subcontractor licenses (current for the program year when the work is performed), as well as a copy of each contractor's liability insurance policy.
- C.** Units of local government, Indian tribes and non-profit organizations shall secure and maintain such insurance as may be necessary for protection from claims under Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement.
- D.** Priority in selection of clients will be given to (1) the elderly, (2) persons with disabilities, (3) households with children and (4) households with recurring high energy bills or (5) high energy burden.
- E.** The Recipient shall give priority to units served in order of preference as follows:
1. single family owner occupied units,
 2. single family renter occupied units in buildings up to five units,
 3. multi-family units (5 units or more per building), with 10% owner participation,
 4. multi-family units (5 units or more per building), without owner participation in cases where the landlord can document an inability to pay the required 10%.
- F.** To the maximum extent practicable, the use of services provided under this Agreement shall be coordinated with other Federal, State, local, or privately funded programs in order to improve energy efficiency and to conserve energy.
- G.** The Recipient will permit attendance by the department's representatives at any meetings of the Recipients Board of Directors, executive committee or legislative body.
- H.** The Recipient will permit on-site program evaluation by the Department of Energy, the Department's field representative and by technical assistance groups assigned by the Department. The Recipient will also allow inspection, verification, and audit of financial transactions and records by staff or agents of the department, the Comptroller's Office, legislative or federal auditors, and Department of Energy personnel.
- I.** In order to ensure that no undue or excessive enhancement takes place on renter occupied units, the Recipient shall require that the landlords of buildings with five or more units, or any combination of buildings with an aggregate total of five units or more, that receive services under this contract will pay ten percent (10%) of the total cost of the work performed. The landlord's participation may be waived or reduced if they can document in writing that they cannot afford to participate. A written agreement between the Recipient and the landlord detailing the landlord's commitment and legal responsibilities will be executed after pre-inspection and work determination has been completed and prior to work beginning on the unit and a copy of this agreement maintained in the client(s) file.

ATTACHMENT H

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

Contractor Covered Transactions

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

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

ATTACHMENT I
COUNTY ALLOCATIONS

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

COUNTY

Lee

ALLOCATION

23,584

ATTACHMENT J
SPECIAL CONDITIONS

None

ATTACHMENT K

RECIPIENT INFORMATION FORM

Please complete all information applicable to your organization.

1. Recipient's full legal name:

Lee County Board of County Commissioners

2. The warrant will be mailed to the Recipient's address unless otherwise indicated:

Lee County Department of Human Services, attention Karen Hawes Director

2440 Thompson Street

City Fort Myers, Florida

Zip Code: 33901

Telephone: (239) 533-7930

FAX Number: (239) 533-7955

3. Street Address (if different from above):

Same

4. Chief Elected Official:

Robert Janes

(Name)

Chairman, Board of County Commissioners

(Title)

E-mail address: dist1@leegov.com

FAX Number: (239) 335-2355

5. Executive Director:

Karen Hawes

(Name)

Director of Human Services

(Title)

E-mail address: haweskb@leegov.com

FAX Number: (239) 533-7960

6. WAP Coordinator:

Marsha Popley

(Name)

Housing Services Program Manager

(Title - agency designation)

Telephone: (239) 533-7941

FAX Number: (239) 533-7955

E-mail address: mpopkey@leegov.com

7. Finance Director:

Barbara Hollis

(Name)

Fiscal Manager

(Title)

E-mail address: hollisbj@leegov.com

FAX Number: (239) 533-7960