Agenda Item: 3E-16

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Au	======================================	[X] Consent	[] Regular
Department		[] Workshop	[] Public Hearing
Submitted By:	Community Serv	<u>ices</u>	
Submitted For:	Community Action	on Program	
	<u>I. E</u>	XECUTIVE BRIEF	
Services Block Gra Community Affairs	ant (CSBG) award for the period Oc	agreement with the stober 1, 2007, through	FY 2007-2008 Community State of Florida Department of th September 30, 2008, in the to low income families.
provide total fundi income household placement, family assistance, rent as	ing of \$1,068,378 its County-wide. self-sufficiency, sistance, back to e included in the D	3 to provide services Services include: transportation of kid school vouchers and epartment's FY 2008	atching funds of \$178,063 will to approximately 5,000 low employment counseling and dney dialysis patients, utility emergency food. The County budget request.
		nding will enable the ne families through Se	Community Action Program to eptember 30, 2008.
Attachments: CSB0	G Award Agreeme	ent	
		<i></i>	A
Recommended by	r: Nwers Department	Director	8-7-2007 Date
	()(l		8-15-07
Approved by:	Assistant County	Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summar	ry of Fisc	al Impact:			
Fiscal Years	2008	2009	<u>2010</u>	2011	2012
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	1,068,37 £ 890,31				
NET FISCAL IMPACT	178,063				
# ADDITIONAL FTE POSITIONS (Cumulati	ive)				
Is Item Included in Current Budget Account No.: Fund Program Code	l: <u>1003</u>	Yes> Dept: <u>14</u>		o <u>1455</u> O	bject:
B. Recommended Sou	ırces of Fu	ınds/Summ	nary of Fis	cal Impact	:
Federal funds throu County funds reque C. Departmental Fisca	sted in the	ate of Florid FY 2008 I	a Departn Budget	nent of Co	mmunity Affairs.
	III. R	EVIEW CO	MMENTS	<u>i</u>	
A. OFMB Fiscal and/o	r Contract	Administra स्थिकिन	tion Comr	nents: と Fソユの	oos Budget
B. Legal Sufficiency: Assistant County A	2 8/4/ Attorney	1/3/07 18/1	pob	ntract Dev	Jacob P) 4)0) And Control Contract complies with our ract review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST

THOMAS G. PELHAM Secretary

MEMORAN DUM

TO:

Community Services Block Grant Eligible Entities

(ec.1014313001

FROM:

Paula Lemmo, Community Program Manager

DATE:

June 27, 2007

RE:

FY 2007-2008 Community Services Block Grant Award Agreement

Enclosed is the FY 2007-2008 Community Services Block Grant (CSBG) award agreement package. To ensure a timely contract routing and signature process, please complete the enclosed application and return it to the address listed below, as soon as possible, but no later than August 10, 2007. The award agreement must be officially approved by your CSBG board. Submit a minimum of three (3) copies of the complete application with original signatures on all three copies.

As in the past, the agreement amount given on page 11, Section (17) (a) of the contract is an <u>estimate</u> based on the past year's CSBG funds received from the U. S. Department of Health and Human Services. The final amount of the contract cannot be determined until the Federal Fiscal Year 2007-2008 budget is approved. Once the final federal award is received, the allocations will be revised and modifications made to the contracts. Develop your budget based on the total allocation which will be the larger of the two numbers given in section (17)(a).

Several items of supporting documentation must be submitted with your contract. See the enclosed Contract Proposal Instructions and Contract Proposal Checklist for details. The contract will not be processed without all of these items.

The agreement forms were generated in Word. Electronic copies of these forms will be e-mailed to all agencies. If you do not receive these forms, call or e-mail your financial specialist. The forms are templates only and do not contain mathematical formulas.

If you have any questions, please contact your financial specialist at (850) 488-7541. Applications should be sent to:

Ms. Hilda Frazier, Manager
Department of Community Affairs
Division of Housing and Community Development
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100 Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781

CRITICAL STATE CONCERN FIELD OFFICE 2796 Overseas Highway, Suite 212 Marathon, FL 33050-2227 (305) 289-2402

Internet address: COMMUNITY PLANNING 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100 (850) 488-2356

EMERGENCY MANAGEMENT 2565 Shumard Oak Boulevard Tallahassee, Ft. 32399-2100 (850) 413-9969 HOUSING & COMMUNITY DEVELOPMENT 2555 Shurrard Oak Boulevard Taltahassee, FL 32399-2100 (850) 488-7956 From:

<Jim.Zimmerman@dca.state.fl.us>

To:

"Maureen Perrault" < mperraul@co.palm-beach.fl.us>

Date:

7/16/2007 5:42:43 PM

Subject:

Re: FY 2007-2008 CSBG Award Agreement

Maureen:

We are aware of the time constraints attendant to county commission approvals and look forward to receiving the contract as soon as it possible for you to send it. I will make every effort to expeditiously process the contract after it has been received.

In the meanwhile, however, it would be most helpful if you could transmit the Workplan and Budget pages as soon as there have been prepared. Review of these two items, of course, is the most time-consuming part of the process. If we can preview these pages, it will allow us time to transmit any comments prior to the BOCC's execution and allow us to move immediately on the formal contract when it has been received. It also would be efficient to send the supporting documents prior to the signed contract, since we will not be processing agreements this year until all components of the contract package have been received.

Jim Zimmerman Community Assistant Consultant

"Maureen Perrault" <mperraul@co.palm-beach.fl.us> 07/16/2007 10:04 AM

To <Jim.Zimmerman@dca.state.fl.us> cc

Subject FY 2007-2008 CSBG Award Agreement

Jim.

I received the CSBG grant application package on July 3, 2007 with instructions to return the application no later than August 10, 2007. I am working on the grant application now and it will be submitted Thursday and scheduled for the August 21, 2007 PBC BCC agenda. Please advise if this submission date is acceptable to DCA. Thank you Maureen Perrault (561) 355-4727

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 Palm Beach County Board of County Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein, and
- B. WHEREAS, the Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and
- C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin October 1, 2007 and shall end September 30, 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:
- 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.
- 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.
- Records relating to real property acquisition shall be retained for five years after closing of title.
- (c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget, Attachment B of this Agreement and Scope of Work/Workplan, Attachment C of this Agreement and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

- (a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- (b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

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

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

And

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

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

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

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

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

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

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

and

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

- (g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- (h) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- (i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.
- (j) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than 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 quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.
- (b) Quarterly reports are due to be received by the Department no later than 20 working 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 December 30, March 30, June 30 and September 30.
- (c) The close-out report is due 45 days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.
- (d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.
- (e) The Recipient shall provide such additional program updates or information as may be required by the Department.
- (f) The Recipient shall provide additional reports and information as identified in Attachment E.

(8) MONITORING

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

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the 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) <u>LIABILITY</u>

- (a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, <u>Fla. Stat.</u>, 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) <u>DEFAULT</u>

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:
 - 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 thirty (30) days prior 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, <u>Fla. Stat.</u>, as amended.
- (b) The Department may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.
- (c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT

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

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

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

Maureen Perrault
810 Datura Street
West Palm Beach, FL 33401

Telephone: (561) 355-4727
Fax: (561) 355-4192
Email: mperraul@phcgov.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, <u>Fla. Stat.</u>

(15) TERMS AND CONDITIONS

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

(16) <u>ATTACHMENTS</u>

- (a) All attachments to this Agreement are incorporated as if set fully herein.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- (c) This Agreement has the following attachments:

Exhibit 1 - Federal Resources Awarded

Attachment A -- Recipient Information

Attachment B - Budget

Attachment C - Workplan and Quarterly Report Form

Attachment D -- Program Statutes and Regulations

Attachment E -- Reports

Attachment F -- Property Management and Procurement

Attachment G -- Statement of Assurances

Attachment H -- Special Conditions

Attachment I — Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment J -- Warranties and Representations

Attachment K -- Justification of Advance Payment

(17) FUNDING/CONSIDERATION

- (a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$890,315, subject to the availability of funds and appropriate budget authority. The Recipient is authorized to incur costs in an amount not to exceed \$578,705 until further notification is received by the Department. As funds and budget authority are available, changes to the costs the Recipient may incur will be accomplished by notice from the Department to the Recipient, in the form of certified mail, return receipt requested, to the Recipient's contact person identified in Attachment A, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from the Department.
- (b) Any advance payment under this Agreement is subject to Section 216.181(16),

 Fla.Stat. is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(d) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment K. Attachment K will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.
- (c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget, Attachment B and Workplan, Attachment C of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the 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 Section215.34(2), <u>Fla. Stat.</u>, 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, <u>Fla. Stat.</u>, 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) <u>Fla. Stat.</u> 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:
- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- 2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and
- 4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor.

- (h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, <u>Fla. Stat.</u> 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, <u>Fla. Stat.</u>, and made or received by the Recipient in conjunction with this Agreement.
- (I) 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, <u>Fla. Stat.</u>) 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, <u>Fla. Stat.</u>
- (o) Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

(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) <u>LEGAL AUTHORIZATION</u>

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 Palm Beach County Board of County Commissioners (Type Grantee Legal Name)	DEPARTMENT OF COMMUNITY AFFAIRS
By:(Signature) Addie L. Greene, Chairperson Name and Title	By: Janice Browning, Director Division of Housing and Community Development
Date:	Date:
59–60000785 Federal Identification Number	
	APPROVED AS TO TERMS AND CONDITIONS

DEPARTMENT HEAD

EXHIBIT - 1

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

Federal Program:

Federal Agency: United States Department of Health and Human Services

Title: Community Services Block Grant (CSBG) Program

CFDA Number* 93.569

Grantee: Palm Beach County Board of County Commissioners

Funding Amt: \$890,315

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

Federal Program:

List applicable compliance requirements as follows:

1. Purposes resources must be use for:

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

2. Eligibility requirements for recipients of the resources:

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

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

ì.

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

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

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.

^{*}Catalog of Federal Domestic Assistance

CSBG -ATTACHMENT A - RECIPIENT INFORMATION

FEDERAL FISCAL YEAR: 2008 CONTRACT PERIOD: October 1, 2007 to September 30, 2008

	ard of County Commissioners/Community Action Pro
	SE FUNDS: 1Palm Beach 3 4
5 6 7 8_	9 10
ENERAL ADMINISTRATIVE INFORMAT	TION
A. Agency Head (Executive Director of	or Department Administrator)
Name: Maureen Perrault	Title: Executive Director
Street Address: 810 Datura Str	eet County: Palm Beach
City: West Palm Beach	Fax (561) 355-4192
Telephone (561) 355-4727	Fax (561) 355-4192
E-Mail mperraul@pbcgov.com	
MAILING ADDRESS (IF DIFFERENT	T FROM ABOVE)
Address:	•
City:	, Ft. Zip Code:
B. Chief Elected Official for Local Gov	ernments or President/Chair of Board for Nonprofits
(Home or business address other th	
Name: Addie L. Greene	Title: Chairperson, PBC Board of County Commis
Street Address: P.O. Box 1989	Title: Chairperson, PBC Board of County Commis County: Palm Beach
City: West Palm Beach	, FI Zip Code: 33401
Telephone (561) 355-2207	Fax (561) 355-6332
E-Mail: agreene@pbcgov.com	
C. RECIPIENT CONTACT PERSON/PRO	OGRAM COORDINATOR
	Title: Program Coordinator/Exec. Dir.
	County:
	, FI Zip Code:
	Fax ()
E-Mail:	
D. WARRANT OFFICER (OFFICIAL TO	RECEIVE STATE WARRANT)
Name Sharon R. Bock	Title Chief Deputy Clerk of Courts/BCC
Address P.O. Box 4036	Title Chief Deputy Clerk of Courts/BCC (Street address)
City West Palm Beach	, FI Zip Code: <u>33402</u>
Telephone (561) 624–6650	Fax (561) 355-3990
E-Mail: sbock@pbcgov.com	
FINANCIAL CONTACT PERSON	
Name: Rebecca Webb	Title: Fiscal Manager II
Address: 810 Datura Street	1100
City: West Palm Beach	
	Fax (561) 355-4192
E-Mail: rwebb@pbcgov.com	
PERSON(S) AUTHORIZED TO SIGN	FISCAL REPORTS:
1 Name/Title Rebecca Webb, Fis	scal Mananame/Title Jenna Hanna
1. Name/Title: Rebecca Webb, Fis	scal MagaName/Title Jenna Hanna
UB-RECIPIENT INFORMATION	
	or more Sub-Recipients: Yes No_X_
No. of the control of	Attachment B-2, Sub-Recipient Information
2. 2207 Gab (Cospions, account a copy of	THEORETICAL DE LA COMPANIE AND HOMOGOT
HINT: Recipient Fiend Vone Octob	er 1, 2007 to September 30, 2008
udit is due nine months from the end of th	
te Audit will be submitted to DCA: Jun	e, 2009

4.

5.

ATTACHMENT B-1 CSBG BUDGET SUMMARY

GRANTEE: Palm Beach County Community Action

REVENUE SOURCES	PERCENT	MATCH	TOTAL AMOUNT	NOTES: Round all figures up to the nearest
1. CSBG Grant Funds			890,315	dollar.
2. Cash Match	20%		178,063	Provide a minimum of 2% - Cash Match
3. In-Kind Match	-0-	-0-	-0-	20% - Total Match
4. TOTAL MATCH (Line 2 + Line 3)	20%		178,063	Do not under match. 1,99% Cash Match
5. TOTAL FUNDS (Line 1 + Line 4)			1,068,378	is unacceptable.
ADMINISTRATIVE				
6. RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel Other)	108,834	21,820	-0-	130,654
7. SUB-0RECIPIENT EXPENSES Salaries + Fringe, Rent, Utilities, Travel Other)	-0-	-0-	-0-	-0-
8. TOTAL ADMINISTRATIVE EXPENSES (Line 6 + Line 7)	108,834	21,820	-0-	130,654
9. ADMINISTRATIVE EXPENSE PERCENT (Line 8 divided by Line 1)	12.2%		OT EXCEED 1	
PROGRAM EXPENSES				
10. RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	118,602	23,379	-0-	141,981
11. RECIPIENT OTHER PROGRAM EXPENSES (Salaries+Fringe, Rent, Utilities, Travel, Other Salary)	662,879	132,864	-0-	795,743
12. SUBTOTAL RECIPIENT PROGRAM EXPENSES (LINE 10 + Line 11)			-0-	
13. SUBTOTAL RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	-0-	-0-	-0-	-0-
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel Other)	-0-	-0-	-0-	-0-
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES (Line 13 + Line 14)	-0-	-0-	-0-	-0-
16. TOTAL PROGRAM EXPENSE (Line 12 + Line 15)	781,481	156,246	-0-	937,724
17. SECONDARY ADMINISTRATIVE EXPENSES	-0-	-0-	-0-	-0-
18. GRAND TOTAL EXPENSE: (Line 8 + Line 16 + Line 17)	890,315	178,063	-0	1,068,378

Page	2	of	9

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

SUB-RECIPIENT INFORMATION:					
NAME OF ENTITY:					
MAILING ADDRESS:		FL	ZIPC	ODE	· ·
STREET ADDRESS (IF DIFFERENT):					
CONTACT PERSON'S NAME AND TITLE:					·
TELEPHONE: ()	FAX: ()		•		
Budget Summary. If there is more than one su	D-MCODIECT II	- 15 HHZ E			
responsibility to ensure that the total of all sub-information Expenditures must be detailed in Attachment B CSBG FUNDED PROGRAMS ONLY	recipient bud -3. (A) CSBG	gets add	d corre	(C)	(D) TOTAL
responsibility to ensure that the total of all sub-information Expenditures must be detailed in Attachment B CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	recipient bud -3. (A)	gets add	d corre	ectly.	
responsibility to ensure that the total of all sub- Expenditures must be detailed in Attachment B CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY SUB-RECIPIENT ADMINISTRATIVE EXPENSES:	recipient bud -3. (A) CSBG	gets add	d corre	(C)	
responsibility to ensure that the total of all sub-information Expenditures must be detailed in Attachment B CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	recipient bud -3. (A) CSBG	gets add	d corre	(C)	
responsibility to ensure that the total of all sub- Expenditures must be detailed in Attachment B CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY SUB-RECIPIENT ADMINISTRATIVE EXPENSES: 7. SUB-RECIPIENT EXPENSES	recipient bud -3. (A) CSBG	gets add	d corre	(C)	
CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY SUB-RECIPIENT ADMINISTRATIVE EXPENSES: 7. SUB-RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other) SUB-RECIPIENT PROGRAM EXPENSES: 13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE	recipient bud -3. (A) CSBG	gets add	d corre	(C)	
CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY SUB-RECIPIENT ADMINISTRATIVE EXPENSES: 7. SUB-RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other) SUB-RECIPIENT PROGRAM EXPENSES: 13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES 14. SUB-RECIPIENT OTHER PROGRAM EXPENSES	recipient bud -3. (A) CSBG	gets add	d corre	(C)	
CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY SUB-RECIPIENT ADMINISTRATIVE EXPENSES: 7. SUB-RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other) SUB-RECIPIENT PROGRAM EXPENSES: 13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	recipient bud -3. (A) CSBG	gets add	d corre	(C)	

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

TOTAL EXPENSES: (Line 7 + Line 15)

BUDGET DETAIL

Name of Applicant: Palm Beach County Community Action Program

Line Item No.	Obj. No (direct client Assistance	Do not use cents and decimals in totals.	DOLLARS C	HARGED TO	CSBG
NO.	lines only)	(SEE INSTRUCTIONS FOR BUDGET DETAIL) FORMAT	CSBG Funds	Cash Match	Total
6	N/A	ADMINISTRATIVE EXPENSES			
:		Salaries Including Fringe			
	· .	Community Action Director - M. Perrault Salary @ 75%* FICA 6.20% FICA Med. 145% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377	44,653 2,768 647 4,844 5,685 236	8,952 555 130 972 1,140 47	53,605 3,323 777 5,816 6,825 283
		Secretary - June Lucas Salary @ 100% FICA 6.20% FICA med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377	35,192 2,182 511 3,818 7,580 314	7,055 437 102 766 1,520 63	42,247 2,619 613 4,584 9,100 377
		Travel 1,000 miles @.485	404	81	485
		*Funding balance (25%) paid b y PBC BCC Advalorem taxes.			
		TOTAL	108,834	21,820	130,654
					· .

Cash Match Source: Palm Beach County Board of County Commissioner Ad Valorem Taxes.

CSBG BUDGET DETAIL Name of Applicant: Palm Beach County Community Action Program

Line Obj. No **EXPENDITURE DETAIL DOLLARS CHARGED TO** ltem (direct Round up line item totals to dollars. **CSBG** client No. Do not use cents and decimals in totals. **Assistanc** (SEE INSTRUCTIONS FOR BUDGET DETAIL) **CSBG** Cash e lines **FORMAT Funds** Match Total only) 10 **PROGRAM EXPENSE** - Direct Client 1.2 - H Recipient Direct Client Assistance* Housing: 41,733 8,367 50,100 12 month lease (5 units) @1,850 = 22,200 12 month lease (4 units) @2,325 = 27,900 1.2 - E Summer Camp Scholarships** 24,990 5,010 30,000 For 75 Children @600 6.2 - 1Back to School Clothes and Supplies 8,330 1,670 10,000 For 20 teenagers @ \$500 ea. = \$10,000 6.2 - A Food Vouchers in \$50 denominations 8,333 1,670 10,003 For 100 families at an average of \$100 6.2 - B Water/Gas and Electric Bills Assistance 11,849 1,979 13,828 6.2 - G **Bus Passes** 1.874 376 2.250 100 clients @ \$22.50 per client 50 households/2 clients per HH 6.2 - B3 Rent/Mortgage Assistance for families. 13,161 2,639 15,800 10 1.2 - 1Community Gardens - 4 sites @ \$1,500 5.000 1.000 6.000 Cost will include: soil, fertilizer, mulch, seeds, tools, storage sheds, irrigation/sprinkler equipment, water bill, literature, small starter plants. Two sites are at homeless shelters, one is at a public school and one is on private property, but is a "Community" garden. *9 units but 15 families served over the course of one FY. **This program is a critical employment support to help low-income people with self sufficiency. It enables parents to obtain/maintain employment. ***Most utility bills paid are water and gas bills. On occasion we use CSBG funds to supplement the LIHEAP Program.

Line Item No.	Obj. No (direct client Assistance	EXPENDITURE DETAIL Round up line item totals to dollars. Do not use cents and decimals in	DOLLARS CHARGED TO CS		
	lines only)	totals. (SEE INSTRUCTIONS FOR BUDGET DETAIL) FORMAT	CSBGCas Funds	sh Match	Total
10	6.3 - B	Jewelry (beading) supplies and equipment for classes for low-income youth. (beads, clasps, tools etc.)	1,666	334	2,000
10	6.3-B	Culinary classes for youth in foster care. (20 @ \$100 each)	1,666	334	2,000
11		Total	118,602	23,379	141,981
		Sr. CAS - C. Morrow Salary @100% FICA 6.20% FICA Med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377 Sr. CAS - M. Silvas Salary @100% FICA 6.20% FICA Med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377	48,753 3,023 707 5,290 7,580 314 43,593 2,703 632 4,730 7,580 314	9,774 606 142 1,060 1,520 63 8,739 542 127 948 1,520 63	58,527 3,629 849 6,350 9,100 377 52,332 3,245 759 5,678 9,100 377
		Sr. CAS - D. Duval Salary @100% FICA 6.20% FICA Med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377 Sr. CAS - S. Grimes Salary @100% FICA 6.20% FICA Med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377	47,084 2,914 681 5,100 7,580 314 40,239 2,495 583 4,366 7,580 314	9,440 584 137 1,022 1,520 63 8,067 500 117 875 1,520 63	56,524 3,498 818 6,122 9,100 377 48,306 2,995 700 5,241 9,100 377
		;	3.		

CSBG AMENDED BUDGET DETAIL

Line Item	Obj. No (direct client Assistance	EXPENDITURE DETAIL Round up line item totals to dollars. Do not use cents and decimals in	DOLLARS CHARGED TO CSBG			
No. Assistance lines only)		totals. (SEE INSTRUCTIONS FOR BUDGET DETAIL) FORMAT	CSBGCa Funds	sh Match	Total	
11		Sr. CAS - M. Allen Salary @100% FICA 6.20% FICA Med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377	47,001 2,914 681 5,100 7,580 314	9,423 584 137 1,022 1,520 63	56,424 3,498 818 6,122 9,100 377	
		Clerk Typist - L. Patterson Salary @100% FICA 6.20% FICA Med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377	20,224 1,254 293 2,194 7,580 314	4,054 251 59 440 1,520 63	24,278 1,505 352 2,634 9,100 377	
		Messenger Driver - J. Scott Salary @100% plus overtime @10,000 FICA 6.20% FICA Med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377	43,548 2,700 631 4,725 7,580 314	8,731 541 127 947 1,520 63	52,279 3,241 758 5,672 9,100 377	
		PT Driver - R. Edwards Salary @100% (20 hours) FICA 6.20% FICA Med. 1.45% Retirement 10.85% Workers Comp. \$377	10,746 666 156 1,165 314	2,154 134 31 234 63	12,900 800 187 1,399 377	
		CAS - A. Grey Salary @100% FICA 6.20% FICA Med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377	23,473 1,455 341 2,546 7,580 314	4,706 292 68 511 1,520 63	28,179 1,747 409 3,057 9,100 377	
		\$ \$				

Line Item	Obj. No (direct client Assistance	EXPENDITURE DETAIL Round up line item totals to dollars. Do not use cents and decimals in	DOLLARS CHARGED TO CSBG			
No.	lines only)	totals. (SEE INSTRUCTIONS FOR BUDGET DETAIL) FORMAT	CSBGCa Funds	sh Match	Total	
11		CAS - I. Higgins Salary @100% FICA 6.20% FICA Med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377	23,033 1,428 334 2,500 7,580 314	4,618 286 67 500 1,520 63	27,651 1,714 401 3,000 9,100 377	
		CAS I - M. Powell Salary @100% FICA 6.20% FICA Med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377	30,275 1,877 439 3,285 7,580 314	6,069 376 88 658 1,520 63	36,344 2,253 527 3,943 9,100 377	
		CAS - Y. Delbosque Salary @100% FICA 6.20% FICA Med. 1.45% Retirement 10.85% Life & Health \$9,100 Workers Comp. \$377	27,641 1,713 401 2,999 7,580 314	5,541 344 80 601 1,520 63	33,182 2,057 481 3,600 9,100 377	

Line Item	Obj. No (direct	EXPENDITURE DETAIL Round up line item totals to dollars.	DOLLARS CHARGED TO CSBG				
No.	client Assistance lines only)	Do not use cents and decimals in totals. (SEE INSTRUCTIONS FOR BUDGET DETAIL) FORMAT	CSBG Funds	Cash Match	Total		
11		Continued-Recipient Other Program Expense					
		Graphics Business Cards, Posters, Fliers	667	133	800		
		Registration Fees-Travel	350	70	420		
		Materials and Supplies	3,333	667	4,000		
		Dues and Memberships FACA and SEACAA	458	92	550		
		Repair and Maintenance-Vehicles	10,519	2,109	12,628		
		Oil and Lubricants	417	83	- 500		
		Gasoline (Dialysis Van)	9,608	1,922	11,530		
		Rental-Motor Pool Van to Transport Donated Items	4,954	991	5,945		
-	,	Rental Office Equipment	17,767	3,553	21,320		
	·	Repair and Maintenance Building	833	167	1,000		
		Insurance and Surety Bonds	10,492	2,098	12,590		
	:	Repair and Maintenance-Office Equipment	833	167	1,000		
	; ;	Postage	542	108	650		
		Communications-Basic Telephone \$230 per month x 12 months	2,300	460	2,760		
		Communications - Suncom \$15 per month x 12 months	150	30	180		
		Offsite Records Storage	2,000	400	2,400		
		Rental Building (Office Lease)	18,326	3,674	22,000		
	`.						

Line Obj. No Item (direct client		ect Round up line item totals to dollars.		DOLLARS CHARGED TO CSBG				
No.	Assistance (SEE INSTRUCTIONS FOR BUDGET DETAIL) FORMAT		CSBG Funds	Cash Match	Total			
		Continued - Recipient Other Program Expenditures						
		Communications-Toll \$25 per month x 12 months	250	50	300			
		Telephone Maintenance & Repair	250	50	300			
		Rental Telephone Equipment \$100 per month x 12 months	1,000	200	1,200			
		Electric \$532.58 per month x 12 months	5,326	1,065	6,391			
		Water \$316.66 per month x 12 months	3,167	633	3,800			
		Utilities Waste \$75 per month x 12 months	750	150	900			
		Travel Mileage CAS 2000 miles @ .485	808	162	970			
11		Total Recipient Other Program Exp.	662,879	132,864	795,743			
16	-	TOTAL PROGRAM EXPENSE	781,481	156,243	937,724			
18		GRANT TOTAL EXPENSE	890,315	178,063	1,068,378			
		į						
	<u> </u>				,			

N/A

CSBG

ATTACHMENT B-4 SECONDARY ADMINISTRATIVE EXPENSES

Secondary Administrative Expense requested:	Yes	No <u>x</u>	Name of Recipient:
INSTRUCTIONS: If requesting Secondary Adm which administrative expenses are being request	inistrative Exp	enses, you mus	it supply the following information for each secondary program for

support from the use of CSBG funds. See Attachment C. Seetier (43) Common CSBG program that will receive administrative

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

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

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

ATTACHMENT C - Workplan and Quarterly Report Form FY 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 1 (Family) - Low-Income People Become Self-Sufficient

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	
Goal 1: Low-Income People Become Self-Sufficient	WORKPLAN		-	5	6
National Performance Indicators:	Total Number of	Received		0.111	Exited
1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization	Participants Expected to Achieve	Services (Participants Enrolled in	Achieved Outcome	Still Progressing Toward Outcome	Program Prior to Achieved
All agencies must report on at least one MRC	Outcome	Program)		1	Outcome
NPI 1.1: EMPLOYMENT - The number of low-income participants in communemployed as measured by one or more of the following:	ity action emplo	yment initiat	ives who get	a job or becom	ne self.
A) Unemployed and obtained a job. (Unduplicated count.)		7	1	7	
B) Employed and obtained an increase in employment income. (Unduplicated count.)	30				-
C) Achieved "living wage" employment and benefits. ("Living Wage" must be a locally adopted rate as identified by a government or formal coalition.)					
D) Maintained Employment for at Least 90 days.	500		<u> </u>		
NPI 1.2: EMPLOYMENT SUPPORTS – The number of low-income participants reduced or eliminated through assistance from community action measured I		iers to initial	or continuou	s employment	are
 A) Obtained pre-employment skills/competencies required for employment and received training program certificate or diploma. 	8	of the followi	ng:		<u>-</u>
B) Completed ABE/GED and received certification or diploma.	3				
 Completed post-secondary education program and obtained certificate or diploma. 					
Enrolled children in "before" or "after" school programs, in order for parent to gain or maintain employment.	10				
) Obtain care for child or other dependant in order for parent or caregiver to gain or maintain employment.	75				
) Obtain access to reliable transportation and/or driver's license in order to gain or maintain employment.					
Obtained health care services for themselves or a family member in support of family stability needed to gain or retain employment.			<u> </u>		

ATTACHMENT C - Workplan and Quarterly Report Form FY 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4		
Goal 1: Low-Income People Become Self-Sufficient		-	4	5	6
National Performance Indicators: 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization Must report on at least one NPI in Goal I.	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome
Obtained safe and affordable housing in support of family stability needed to gain or retain employment.	20				
Obtained food assistance in support of family stability needed to gain or retain employment.	300				
Obtained identification or work permit documentation for employment. (social security card, work permit, legal immigration papers, drivers licenses, etc.)					

COMMENTS OR EXPLANATION:

ATTACHMENT C - Workplan and Quarterly Report Form FY 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient

AGENCY NAME:

Received Services (Participants Enrolled in Program) an increase i	Achieved Outcome in financial as pants achievi	Aggregate d Dollar Amounts (Payments Credits or Savings) ssets and/or ng the
Services (Participants Enrolled in Program)	Outcome	d Dollar Amounts (Payments Credits of Savings) ssets and/or ng the
(Participants Enrolled in Program)	Outcome	(Payments Credits or Savings) ssets and/or ng the
Enrolled in Program)		Credits of Savings) ssets and/or ng the
_ ,	in financial as pants achievi	Savings) ssets and/or ng the
an increase i for all particip	in financial as pants achievi	ssets and/or ng the
an increase i for all particip	in financial as pants achievi	ng the
for all particip	pants achievi	ng the
		780,000
		780,000
		780,000
		700,000
		-
		-

ATTACHMENT C - WORKPLAN AND QUARTERLY REPORT 2007-2008 Florida Outcomes for Community Action System (FOCAS)

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

FOCAS Outcomes Catalog	2	3	4	
Goal 2: The Conditions in Which Low-Income People Are Improved		<u> </u>	4	5
National Performance Indicators:	Number of Projects or Initiatives		Number of Opportunities and Community Resources Preserved or Increased	
2.1 Community Improvement and Revitalization 2.2 Community Quality of Life and Assists All agencies must report on at least one NPI in Goal 2.	WORKPLAN Plan to Initiate	Initiated	WORKPLAN Plan to Achieve	Achieved
NPI 2.1: Community Improvement and Revitalization – Increase in, or safeguarding of threatened low-income people in the community as a result of community action projects/initiatives or advone or more of the following:	ed opportunitie	s and community er public and priv	y resources or s ate agencies, a	ervices for s measured by
Accessible "living wage" jobs created or saved from reduction or elimination in the community. (See footnote.)	3		14	
B) Safe and affordable housing units created in the community.			1-	
C) Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy.				
 D) Accessible and affordable health care services/facilities for low-income people created or saved from reduction or elimination. 				
 E) Accessible safe and affordable childcare or child development placement opportunities for low- income families created or saved from reduction or elimination. 				
F) Accessible "before" school and "after" school program placement opportunities for low-income families created or saved from reduction or elimination.				
G) Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation.				
H) Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education.				
¹ "Living Wage" must be a locally adopted rate as identified by a local government or formal coalition.				

ATTACHMENT C - WORKPLAN AND QUARTERLY REPORT 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 2 (Community) – The Conditions in Which Low-Income People Live are Improved

FOCAS Outcomes Catalog	2	3	4	5
Goal 2: The Conditions in Which Low-Income People Are Improved National Performance Indicators:	Number of Program Initiatives or Advocacy Efforts			
2.2 Community Quality of Life and Assists All agencies must report on at least one NPI in Goal 2.	Plan to Initiate	Initiated	Plan to Achieve	Achieved
NPI 2.2: Community Quality of Life and Assets – The quality of life and assets in low-income neadvocacy, as measured by one or more of the following:	eighborhoods ar	e improved by	community actio	n initiatives or
 A) Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets. 				
Increase in the availability or preservation of community facilities (schools, libraries, community centers, recreation, etc.)	5		5	
 C) Increase in the availability or preservation of community services to improve public health and safety. 				
Increase in the availability or preservation of commercial services within low-income neighborhoods.				
E) Increase in or preservation of neighborhood quality-of-life resources.				
arrative Comments:		·		

ATTACHMENT C – Workplan and Quarterly Report Form 2007-2008 Florida Outcomes for Community Action System (FOCAS) Goal 3 (Community): Low-Income People Own a Stake in their Community

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community		
National Performance Indicators:	WORKPLAN	Number of Volunteer Hours
3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation All agencies must report on NPI 3.1.	Number of Volunteer Hours Expected to Achieve	Achieved
NPI 3.1: Civic Investment – The number of volunteer hours donated to Community Action	•	
A) Low-income people take part in one or more of the following:		
Serve on the CAA Board of Directors.		
2) Serve on Head Start Policy Councils.		
Serve on Family Center/ Parent Councils.		
4) Serve on other CAA Advisory Boards, councils or committees.		
5) Assist with program activities and logistics.		
Participate in advocacy to meet agency and community goals.		
B) Volunteer hours donated in your agency or agency supported activities by one of the following groups:		
1) General public.		
2) CAA clients.		
 CAA non-low income board members. (Include volunteer hours of low-income board members in A above.) 		
Other non-profit or government agencies.		
5) Business community.		
6) Other (Please identify in "Explanation" below).		
TOTAL NUMBER OF HOURS VOLUNTEERED TO COMMUNITY ACTION	maken artist of American States and Committee and Committe	
	1000	

Narrative Comments:

ATTACHMENT C – Workplan and Quarterly Report Form 2007-2008 Florida Outcomes for Community Action System (FOCAS) Goal 3 (Community): Low-Income People Own a Stake in their Community

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community National Performance Indicators:	WORKPLAN	Actual
3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation All agencies must report on NPI 3.2.	Number of Low-Income People Expected to Participate	Number of Low-Income People who Participated
NPI 3.2: Community Empowerment through Maximum Feasible Participation – The result of community action initiative to engage in activities that support and promine the properties of the following:	e number of low-income peo ote their own well-being and	ple mobilized as a direct that of their community as
A) Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy setting through community action efforts.	5	
poards or councils that provide input to decision-making and policy setting through	5	
boards or councils that provide input to decision-making and policy setting through community action efforts. B) Number of low-income people acquiring businesses in their community as a result of	3	

ATTACHMENT C - Workplan and Quarterly Report Form

2007-2008 Florida Outcomes for Community Action System (FOCAS)

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

FOCAS Outcomes Catalog	2	3
Goal 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved		
NATIONAL PERFORMANCE INDICATORS:	Workplan	Actual
4.1 Expanding Opportunities Through Community-Wide Partnerships	Number of Organizational	Number of Organizational
All agencies must report on NPI 4.	Partnerships	Partnerships
A partnership or collaboration is defined as a formal relationship documented by a written agreement such as a Memorandum of Understanding or service contract, a financial agreement, or an informal working relationships or alliances between the CAP and one or more public or private organizations to foster CSBG goals.) NPI 4.1: Expanding Opportunities through Community-Wide Partnerships — The number of organizations actively works with to expand resources and opportunities in order to achieve family and community out	, both public and private comes.	, community action
1) Non-Profit	20	
2) Faith Based		'
2) I dill Daseo	75	
3) Local Government	25	
	6	
3) Local Government		
State Government Entity Federal Government Entity	6	
3) Local Government 4) State Government Entity 5) Federal Government Entity 6) For-Profit Business or Corporation	6 20	
3) Local Government 4) State Government Entity 5) Federal Government Entity 6) For-Profit Business or Corporation	6	
3) Local Government 4) State Government Entity 5) Federal Government Entity 6) For-Profit Business or Corporation 7) Coalition or collaborative (3 or more groups)	6 20	
3) Local Government 4) State Government Entity 5) Federal Government Entity 6) For-Profit Business or Corporation 7) Coalition or collaborative (3 or more groups)	6 20	

Narrative Comments:

ATTACHMENT C - Workplan and Quarterly Report Form 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results

AGENCY NAME

Table 1 – Agencies Leverage External Resources to Increase Their C	apacity to Sen	e Low-Incom	e People	· · · · · · · · · · · · · · · · · · ·
	2	3	a reopte 4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results National Performance Indicators: 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. (All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan.) Funding Sources	Funding Received by Source in 2006-2007	Anticipated Funding by Source in 2007-2008	Anticipated Increase or Decrease in Dollars	Actual Funding b Source in 2007-2008
A) Community Services Block Grant (CSBG)	991,516	890,315	-101,201	
B) Federal Government Resources - Other than CSBG				· · · · · · · · · · · · · · · · · · ·
a) Weatherization Assistance Program funded by DOE through DCA	-			
b) Low-income Home Energy Assistance Program (through DCA) funded by HHS	1,996,955	1,099,378	-897,577	
c) vveatherization Assistance Program funded by LIHEAP through DCA	1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,077,376	-097,377	ļ
o) Head Start	- 			[
e) Early Head Start	- 			
f) Older American Act	-			
g) SSBG funded by HHS				
h) Medicare/Medicaid funded by HHS				
i) Community Food and Nutrition by HHS through DCA	-			
j) Temporary Assistance to Needy Families from HHS through State TANF				
k) Child Care Development Block Grant from CCDBG		ļ		
l) List all other HHS Resources in order of size				
1)				
2)				
3)	_			
m) Women, Infant and Children (WIC) nutrition program from USDA				
n) LISDA pon-food programs (o a great deceleration)				
n) USDA non-food programs (e.g. rural development) o) All other USDA Food Programs				
p) Community Development				
 p) Community Development Block Grant funded by HUD directly or indirectly through federal, state or local government 				
q) Housing Programs funded by HUD	-	-		
1) Section 8		<u> </u>	 	
2) Section 202	-		 	
r) All other HUD programs including homeless programs		-	ļ —————	
s) Employment and Training Programs funded by the US DOL JPTA whether funded through state				ļ
agencies, or workforce investment Hoards				
t) Other DOL programs				ļ
u) Corporation for National and Community Service Programs such as AmeriCorps*Vista,			ļ	
Americally NCCC, SeniorCorps programs (Foster Grandparent: PSVP: Sonior Companies).				
Learn and Serve, or America Reads	1			
v) FEMA	- 		ļ	
w) Transportation funded by U. S. DOT	-⊪	<u> </u>		
x) Other Federal Sources: List by name of funding source. Do not use abbreviations.				
1)				
2)				
TOTAL: NON-CSBG FEDERAL RESOURCES	1 996 955			

ATTACHMENT C – Workplan and Quarterly Report Form 2007-2008 Florida Outcomes for Community Action System (FOCAS)

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

AGENCY NAME:

Table 1 – Agencies Leverage External Resources to Increase Their C	apacity to Sen	e i ow-incom	e People	
FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results National Performance Indicators: 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. (All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan.) Funding Sources	Funding Received by Source in 2006-2007	Anticipated Funding by Source in 2007-2008	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2007-2008
C) State Resources (Non-federal, state-appropriated funds)				
a) State appropriated funds used for the same purpose as federal CSBG funds	737	- N		
b) State Housing and Homeless Programs				
c) State Nutrition Programs				
d) State Day Care and Early Childhood Programs			1	,
e) State Energy Programs (do NOT include LIHEAP, EHEAP, WAP or WAP-LIHEAP)				
f) State Health Programs				
g) State Youth Development Programs				
h) State Employment and Training Programs				
i) State Head Start Programs				
j) State Senior Programs				
k) State Transportation Programs				
I) State Education Programs				
m) State Community, Rural and/or Economic Development Programs				
n) State Rural Development Programs				
o) Other State Funded Programs: List by name of funding source. Do not use abbreviations.				
1) 2)				
TOTAL: STATE RESOURCES				
	0-	-0-	-0-	
D) Local Government Resources	762,161	774,874	+12,713	
a) Unrestricted funds appropriated by local governments	1			
b) Value of contracted services with local governments				
c) Value of in-kind goods/services received from local governments				
d) Other Local Government Resources: Give description or name of program. Do not abbreviate.				
1)				
2)				
TOTAL: LOCAL GOVERNMENT RESOURCES	762,161	774,874	+12,713	
E) Private Sector Resources				
a) Funds from Foundations, Corporations, United Way, other non-profits	1		+	
b) Other donated funds	10,000	15,000	5,000	
c) Value of donated items, food, clothing, furniture, etc.	1	,,,,,,	3,000	
d) Value of in-kind services received from businesses	1	1	+	
e) Fees paid by clients for services (Example, income through "sliding scale" fees allowed by some	1	 	 	
programs for medical care, transportation, mental health services, or legal/tax assistance.)				
Payments by private entities for goods or services for low-income clients or communities	1	 		
g) Other Private Sector Resources	10,000	15,000	5,000	
TOTAL: PRIVATE SECTOR RESOURCES		-3,000	3,000	·

ATTACHMENT C – Workplan and Quarterly Report Form 2007-2008 Florida Outcomes for Community Action System (FOCAS)

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

AGENCY NAME:

Table 1 – Agencies Leverage External Resources to Increase Their C	apacity to Sen	ve Low-Incom	e People	
FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results				
National Performance Indicators:	Funding	Anticipated	Anticipated	Actual
5.1 Broadening the Resource Base - The number of dollars mobilized by community action.	Received by Source in	Funding by Source in	Increase or Decrease in	Funding by Source in
(All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan.)	2006-2007	2007-2008	Dollars	2007-2008
Funding Sources				
TOTAL: ALL NON-CSBG RESOURCES (Non-CSBG Federal Resources + State Resources + Local Government Resources + Private Sector Resources)	2,769,116	1,889,252	-879,577	
CSBG FUNDS FROM LINE 1	991,516	890,315	-101,201	
Total Agency Budget (If different from the sum of All Non-CSBG Resources plus CSBG Funds, provide an explanation below.)	3,760,632		-981,065	-

Abbreviations:

DCA - Florida Department of Community Affairs

DEA - Florida Department of Elder Affairs

DOE -- U. S. Department of Energy

DOL - U.S. Department of Labor

DOT – U. S. Department of Transportation

FEMA - Federal Emergency Management Administration

HHS -- U.S. Department of Health and Human Services

HUD - U. S. Department of Housing and Urban Development

JTPA - Job Training and Partnership Act

LIHEAP - Low-Income Home Energy Assistance Program

SSBG - Social Services Block Grant

USDA - U. S. Department of Agriculture

For further instructions, see Information System Survey Instructions, Part 1: Section F.

Explanation:

ATTACHMENT C – Workplan and Quarterly Report Form 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results AGENCY NAME:

y to Achieve Resu	Its Through Train	nina	
2	3	4	5
Number of Staff Who Will Receive	Total Number of Classroom Hours of Training Planned	Number of Staff Who	Total Number of Classroom Hours of Training Completed This
the Year	(Number of staff MULTIPLIED BY hours in class)	During this Contract to Date	Period (Number of staff MULTIPLIED BY hours in class)
15	30		
15	30		
18	36		
			
	<u> </u>		
	<u> </u>		
	Number of Staff Who Will Receive Training During the Year 15 15	Number of Staff Who Will Receive Training During the Year Total Number of Classroom Hours of Training Planned (Number of staff MULTIPLIED BY hours in class) 15 30 15 30	Number of Staff Who Will Receive Training During the Year Total Number of Classroom Hours of Training Planned (Number of staff MULTIPLIED BY hours in class) Number of Staff Who Received Training During this Contract to Date

Note: The term "classroom" is used in a very broad sense. This may include in-office training provided by a contractor such as data system training or other forms of employee development; attending a class or seminar, completing web-based or other self-directed instruction, and attending a conference or workshop. The training should be structured and formal.

ATTACHMENT C - Workplan and Quarterly Report Form 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results

AGENCY NAME:

Table 3 – Agency Organizes and Operates its Programs, Services, and Activities To Family and Community Outcomes	oward Accom	plishing	
FOCAS Outcomes Catalog	2	3	4
Goal 5: Agencies Increase Their Capacity to Achieve Results			
Agency has the Capacity to Measure Client Progress toward Self-Sufficiency.	Agency's Status as of	Workplan Agency's Status at the	Agency's Currrent
(All agencies must complete all Tables under Goal 5. Complete column 2 and 3 for Workplan.)	09/30/07	End of this Contract	Status
A) Agency has the Capacity to Measure Client/Customer Progress Towards Self-Sufficiency.		<u> </u>	
CAAs are organized in different ways depending on their configuration of programs and services. Please identify with an ") describes how your CAA's intake process is organized:	the <u>ONE</u> state	ement below that	BEST
A common in-take process and common ID# is used for all clients of the CAA.	X	X	
2) A common in-take process and common ID# is used for some clients of the CAA.	- A		
3) A separate in-take process and/or separate ID# is used for each program administered by the CAA.			
B) CAAs are organized in different ways depending on their configuration of programs and services: Please Identify with a describes how your CAA manages client information and tracks client progress:	n "X" the <u>ONE</u>	statement below	that <u>BEST</u>
Agency utilizes a database for all clients of the agency for use in intake and assessment and provision of services.	Х	X	
Agency utilizes a database for some clients of the agency for use in intake and assessment and provision of services.		^	
3) Agency utilizes a database for <u>all</u> clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.			
Agency utilizes a database for <u>some</u> clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.			
C) What computer program(s) is used to manage client information and track client progress?			
1)	X	X	
2)	<u> </u>		

Explanation:

ATTACHMENT C - Workplan and Quarterly Report Form 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4
Goal 4: Agencies Increase Their Capacity to Achieve Results			
 A. Agency has the Capacity to Report Client Progress Toward Self-Sufficiency. B. Agency has Provided Results-Oriented Management and Accountability Training. C. Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. D. Agency is Implementing ROMA tools and management practices. 	Agency's Status as of 09/30/07	Workplan Agency's Status at the End of this Contract	Agency's Currrent Status
(All agencies must complete all Tables under Goal 5. Complete columns 2 and 3 for Workplan.)			
A) Agency has the Capacity to Report Client/Customer Progress Toward Self-Sufficiency. (Answer Yes or No for each.)			
 Agency can report outcomes that measure progress towards self-sufficiency without use of an outcome scale. 	Y	Y	
Agency utilizes outcome scales to measure client movement toward self-sufficiency. (If yes, attach copy of scale with Workplan submission.)	N	N	
3) Agency has capacity to derive unit cost statistics for efficiency: cost per service delivered or cost of service per client.	Y	γ	
Agency has capacity to derive unit cost statistics for effectiveness; cost per outcome delivered.	N	N	
B) Agency has Provided Results-Oriented Management and Accountability Training within the past 2 years. (Answer Ye	es or No for each.)		
At least half of the Agency board has received ROMA training.	Y	Y	
Agency management staff has received ROMA training.	Y	Y	
Agency supervisory staff has received ROMA training.	Y	Y	
4) Agency line staff has received ROMA training.	Y	Y	
C) Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized St	andards. (Answer Yes	or No for each.)	2.7
1) Early childhood care and education sites receive NAEYC or other recognized form of accreditation.	N	N	
2) Programs achieve other form of recognized accreditation. (Please describe in the Narrative Comments below.)	N	N	
D) Agency is Implementing ROMA tools and management practices. (Answer Yes or No for each.)			
4) 4			
Agency as adopted and implemented logic models for key programs and activities. Agency programs and activities are evaluated using ROMA principals.	₽ Y	I Y I	1

ATTACHMENT C – Workplan and Quarterly Report Form 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results

AGENCY NAME:

Table 5 – Agency Staff Obtains Credentials that Im	prove Their Capacity	to Achieve Results	<u> </u>
FOCAS Outcomes Catalog	2	3	<u> </u>
Goal 5: Agencies Increase Their Capacity to Achieve Results			
Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results. (All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)	Number of Staff Who Have Credentials as of 09/30/07	Number of Staff Who Will Receive Credentials During the Contract Year	Number of Staff Who Received Credentials During this Contract to Date
Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results.	<u> </u>	l	
A. Staff who work with families obtain the Family Development Specialist credential.			
B. Staff who work with children obtain the Child Development Associate credential or higher form of credential/degree.			
C. Staff obtain G.E.D.			
D. Staff who received CCAP credentials.			
E. Staff who received Associates Degree.			
F. Staff who received Bachelors Degree.	5	1	
G. Staff who received Masters Degree.	0	1	
H. Staff who received Doctorate Degree.		1	
Staff who are certified ROMA Trainers.			
 J. Agency staff obtained other credentials that increase their capacity to achieve results. (Please describe in the Narrative Comments below.) 			

Narrative Comments:

ATTACHMENT C – Workplan and Quarterly Report Form FY 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments

FOCAS Outcomes Catalog	2	3	7
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems	WORKPLAN		of People
National Performance Indicators: 6.1 Independent Living	Total Number of Participants		
6.2 Emergency Assistance 6.3 Child and Family Development All agencies must report on at least one NPI in Goal 6.	Expected to Achieve Outcome	Received Services	Achieved Outcome
NPI 6.1: INDEPENDENT LIVING – The number of vulnerable individed that maintain an independent living situation as a result of those seems.	luals receiving se	rvices from co	mmunity acti
A. Senior Citizens (55 or older)			
B. Individuals with Disabilities	1,500		<u> </u>
NPI 6.2: EMERGENCY ASSISTANCE - The number of low income to	65		
NPI 6.2: EMERGENCY ASSISTANCE – The number of low-income househed emergency assistance, and the number who received assistance, including Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems	olds served by com g services such as WORKPLAN		at sought
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their	olds served by com g services such as		Households Received
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance	olds served by coming services such as WORKPLAN Total Number of Households Expected to Achieve Outcome	Number of Seeking	Households
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development A. Food (Households) 1) Receive emergency/supplemental food from food partry, commedities	olds served by coming services such as WORKPLAN Total Number of Households Expected to Achieve	Number of Seeking	Households Received
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development A. Food (Households) 1) Receive emergency/supplemental food from food pantry, commodities, vouchers, community farming, etc.	olds served by coming services such as WORKPLAN Total Number of Households Expected to Achieve Outcome	Number of Seeking	Households Received
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development A. Food (Households) 1) Receive emergency/supplemental food from food partry, commedities	olds served by coming services such as WORKPLAN Total Number of Households Expected to Achieve Outcome	Number of Seeking	Households Received

ATTACHMENT C – Workplan and Quarterly Report Form FY 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments

FOCAS Outcomes Catalog	2	3	4
Goal 6: Low-income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems	WORKPLAN Total Number of Households	Number of Households at or Below 125% of Poverty	
6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	Expected to Achieve Outcome	Seeking Assistance	Receiving Assistance
B. Emergency Vendor Payments	4,306		
Home Energy Assistance funded by Low-Income Home Energy Assistance	4,000		
Home Energy Assistance funded by public or private funds other than LIHEAP		-	
2) Water Bill Assistance	300	·	
3) Rent or Mortgage Assistance	6		
C. Temporary Shelter (motel, shelter placement, etc.)	15		
D. Emergency Medical Care			
E. Protection from Violence			
F. Legal Assistance	25		
G. Transportation	50		
H. Disaster Relief		· · · · · · · · · · · · · · · · · · ·	
I. Clothing	20		
 Provide translation assistance in order for person to receive emergency services. 			

ATTACHMENT C – Workplan and Quarterly Report Form FY 2007-2008 Florida Outcomes for Community Action System (FOCAS) Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments

FOCAS Outcomes Catalog	2	3	4
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems	WORKPLAN	Number of	People
6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	Total Number of People Expected to Achieve Outcome	People Enrolled in Program(s)	People Achieving Outcome
NPI 6.3: CHILD AND FAMILY DEVELOPMENT – The number of all infants, chi in developmental or enrichment programs that achieve program goals, as me	ildren, youth, pare	nts, and other adult	s participating
A. Infant and Child	doubled by one of	inore of the followin	<u>ig.</u>
Infants and children obtain age appropriate immunizations, medical and dental care.			
 Infants and children health and physical development are improved as a result of adequate nutrition. 			
3) Children participate in pre-school activities to develop school readiness skills.			
 Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade. 			
B. Youth		1	
Youth improve physical health and development.			
2) Youth improve social/emotional development.			
Youth avoid risk-taking behavior for a defined period of time.	55		
4) Youth have reduced involvement with criminal justice system.			
 Youth increase academic, athletic or social skills for school success by participating in before or after school programs. 			
C. Adult			
Parents and other adults learn and exhibit improved parenting skills.			
2) Parents and other adults learn and exhibit improved family functioning skills.			-

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable laws and local rules, including, but not limited to: The Omnibus Budget Reconciliation Act of 1981, (Public Law 97-35, as amended), Administrative Rule Chapter 98-22, Florida Administrative Code, and Title 45 C.F. R. Part 96. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are applicable:

- 1. Part 16 Department Grant Appeals Board
- 2. Part 30 Claims Collection
- 3. Part 75 Informal Grant Appeals Procedure
- Part 76 Debarment and Suspension from Eligibility for Financial Assistance.
 Subpart F. Drug-Free Workplace
- 5. Part 93 New Restrictions on Lobbying
- 6. Part 96 Block Grants

B. FUNDING AVAILABILITY FOR EXPENDITURE

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

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

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

- (1) the percentage of the total costs of the program or project which will be financed with Federal money,
 - (2) the dollar amount of Federal funds for the project or program, and
- (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

D. PROGRAM INCOME

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

E. INTEREST FROM CASH ADVANCES

Non-profit Recipients shall invest cash advances in compliance with section .22 of OMB Circular A110 as revised. Local Governments shall invest cash advances in compliance with section .21 (h) (2) (i)
of the Common Rule. All Recipients shall maintain advances of Federal funds in interest-bearing
accounts, unless the following applies:

(1) NON-PROFITS ONLY:

- (a) The Recipient receives less than \$120,000 total from all federal awards per year.
- (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances from all Federal awards received each year.
- (c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall be reflected on the monthly financial status report and the close-out reports.

(2) LOCAL GOVERNMENTS

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

F. MODIFICATIONS

- (1) The Department shall not be obligated to reimburse the Recipient for outlays in excess of the funded amount of this Agreement unless and until the Department officially approves such expenditures by executing a written modification to the original contractual Agreement.
 - (2) The following conditions will govern modifications to this agreement:
- (a) An unlimited budgeted amount may be moved from any line item to the direct client assistance line item without written departmental approval. These changes will become effective upon the Department receiving and accepting an accurate amended budget summary, budget detail, workplan and workplan summary reflecting these changes.
- (b) With the exception given in (a) above, all requests for modifications to increase or decrease any line item by more than 20% must be submitted to the Department for approval thirty (30) days prior to the anticipated implementation date. Failure to meet this time frame may result in reimbursement delays. The Recipient must use a CSBG modification package, approved by the Department, which includes an amended budget summary, budget detail, work plan and work plan summary. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

- (c) Modifications to increase or decrease any line item by less than 20 percent, may be made without the Department's written approval. These changes will become effective upon the Department receiving and accepting as accurate an amended budget summary, budget detail, work plan and workplan summary reflecting these changes.
 - (d) Only unobligated funds may be transferred from one line item to another line item.
- (e) Budget changes must not result in over expenditure of the amounts stated in section(17)(a) of this agreement, nor the limits set for administrative or secondary administrative expenses.

G. MATCH REQUIREMENTS

- (1) The Recipient shall match the CSBG funds identified in Section (17)(a) by an amount equal to at least 20 percent of the funds received. Not less than 10 percent of the match shall be in cash. That is, the Recipient shall supply a cash match equal to at least 2 percent of the CSBG funds expended. In-kind match sources shall absorb the balance of the overall minimum 20 percent requirement.
- (2) The Recipient shall provide as matching funds for services under this Agreement the amounts reflected in Attachments B-1, Budget Summary and B-3, Budget Detail.
- (3) Sources of matching funds and expenditures for all funds under this Agreement shall be governed by the Budget Summary, Attachment B of this Agreement. CSBG funds may not be used in part or in whole to meet the two percent cash match requirement.

H. CSBG CLIENT ELIGIBILITY AND CLIENT RECORDS

(1) The Recipient shall certify that each household receiving CSBG funded services is income eligible. The sum of all countable income from all household members must be used in determining eligibility. The total household income cannot exceed 125 percent of the current Office of Management and Budget Poverty Guidelines. A "household" is an individual or group of individuals living together as one economic unit. The Recipient must maintain income documentation that is no more than one year old of all household income sources. In the event that the applicant cannot provide income documentation, the Recipient shall require the applicant to provide a signed certification of eligibility to attest to the applicant's verbal declaration of total household income. This certification must specify the

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

- (2) The Recipient will maintain a separate record for each CSBG client which includes at least the following data: name, address, sex, race, age, income amount and method of verification for <u>each member of the client's household</u>, date client was interviewed, services provided to the client and documentation of any denial of client services. All CSBG assistance applications must be signed by the client and by the Recipient's representative.
- (3) Recipients are required to have written applicant appeal procedures. Any applicant denied CSBG services must be provided a written notice of the denial which includes the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, the agency must explain what specific documents are required in order for the applicant to reapply for services.
- (4) All records, correspondence, employee time sheets, board minutes, board meeting notices and other documents related to CSBG funded activities shall be available for public inspection during normal business hours.

I. <u>MONITORING</u>

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

J. BONDING

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

(2) <u>Local Governments</u>: The Recipient agrees to purchase a fidelity bond in accordance with Section113.07, <u>Fla. Stat.</u> The fidelity bond must cover all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement.

CSBG ATTACHMENT E REPORTS

A. Annual reports

- (1) Within 45 days after the end of the Agreement, the Recipient shall submit the CSBG Close-out Report, including the CSBG Final Financial Report, a refund check for any unspent funds, and the CSBG Final Program Report.
- (2) Recipients will complete and submit the National Association of State Community Services

 Programs (NASCSP) information survey. The Recipient will be notified in writing of the due date.
- B. <u>Monthly reports</u> The CSBG Monthly Financial Status Reports must be provided to the Department no later than the twenty-first (21st) day of each month following the end of the reporting period regardless of whether or not funds were expended.
- C. Quarterly Reports The CSBG quarterly program reports must be provided to the Department no later than the twenty (20) working days following the end of the last month of the quarterly reporting period.
- D. <u>Board Minutes</u> Official approved minutes from all CSBG Board of Directors' meetings must be provided to the Department no later than 15 days from the date of the meeting at which they are approved.
- E. <u>Monitoring Report Responses</u> A written response to all monitoring report findings and/or concerns must be provided to the Department no later than 35 days from the date of the monitoring report.
- F. <u>Board Roster</u> When board members or officers change, the Recipient within 30 days will provide a revised board roster to the Department. The board roster format which was included with the contract documents and instructions should be used to provide the Department with the following information:

 Name of Board Member

Mailing Address separate from agency address (No post office box numbers)

Telephone Number, Fax Number

E-Mail Address

Cell Phone number if available

Sector Represented

Beginning and Ending dates of term

Total number of years on the board

CSBG ATTACHMENT F PROPERTY MANAGEMENT AND PROCUREMENT

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

Ms. Hilda Frazier, Planning Manager Florida Department of Community Affairs Division of Housing & Community Development 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100

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

A. Interest of Certain Federal Officials

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

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

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

C. Nepotism

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

D. CSBG Assurances

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

- (1) The grantee possesses the legal authority to apply for the grant, and that the contract proposal has been approved by the grantee's governing body, including all assurances contained herein.
- (2) The grantee will use all CSBG funds to provide services and activities having measurable and potentially major impact on causes of poverty in the community. Funds not used during the contract period will be returned to the Department of Community Affairs with the close-out report on or before the due date.
- (3) In the case of a Community Action Agency, non-profit private organization or unit of local government (eligible entity), the recipient assures and provides documentation that its Community Services Block Grant board is constituted so that:
- (a) One-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives, except that if the number of such elected officials reasonably available and willing to serve on the board is less than 1/3 of the membership of the board, membership on the board of appointive public officials or their representatives may be counted in meeting such 1/3 requirement. Letters reaffirming the delegation, signed by the elected officials, shall be required each year regardless of the number of years the terms run. Upon the request of the Department, Recipients providing services in multi-county areas are required to submit to the Department a plan to assure representation of every county served. When an entity expands to include a new county into its service area, the new county must be represented on the board by an elected public official or his designee for the first two years.
- (b) Not fewer than one-third of the members of the board are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of the low income individuals and families in the neighborhood served. Each representative of the low-income sector selected to represent a specific neighborhood within the community must reside in the neighborhood served. The Recipient will define what constitutes a neighborhood.

- (c) The remainder of the members of the board are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served. Interest groups are organizations with non-profit status, incorporated and registered with the Office of the Florida Secretary of State. Agency bylaws shall specify categories or interest groups represented by each member. In no case shall bylaws be acceptable that do not specify membership categories as indicated.
- (d) The board of directors will fully participate in the development, planning, implementation, and evaluation of the CSBG program to serve low-income communities.
- (e) Procedures will be in place which will allow low-income individuals, community organizations and religious organizations to petition for adequate representation on the board if they feel inadequately represented.
- (4) In the case of eligible entities (as defined in Rule Chapter 9B-22, Florida Administrative Code) and migrant and seasonal farm worker organizations, the Recipient assures that all board of directors meetings are timely noticed at least seven (7) days but not more than thirty (30) days prior to the date on which the meeting is scheduled. Such notices must be given by sending meeting information to local media (newspapers, radio, etc.) with a copy on file with the Recipient for inspection by the Department. These meetings must be open to the public and held by the Recipient's board, whose composition must comply with requirements as set forth in Public Law 97-35 and in Administrative Rule Chapter 9B-22, Florida Administrative Code. If immediate danger to the public health, safety or welfare occurs requiring emergency action by the board, a board meeting may be scheduled by any procedure that is fair under the circumstances and necessary to protect the public interest.
- (5) The Recipient will provide for coordination among anti-poverty programs in each community and, where appropriate, with emergency energy crisis intervention programs under Title XXVI of the Low-Income Home Energy Assistance Act conducted in each community.

- (6) The Recipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with audit procedures and prescribed management policies of the agency.
- (7) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. The Recipient will notify the Department in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG funds.
- (8) The Recipient will give the Department, the Auditor General or any authorized representative complete access to examine all records, books, papers or documents related to all fiscal and program operations of the grant, including those of any sub-recipient.
- (9) The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; section 678(F)(c)(1) of Public Law 97-35, as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.
- (10) The Recipient will comply with the match requirements of this Agreement and maintain verification of type and source.
- (11) The Recipient will comply with section 678(F)(a)(1) of Public Law 97-35, as amended, which prohibits use of CSBG funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- (12) CSBG administrative expenses shall not exceed 15 percent of the total final CSBG expenditures (match excluded) at close out. Any amount in excess of this limit shall be refunded to the Department at time of contract close out.
 - (13) If secondary administrative expenses are requested, the following conditions must be met:
- (a) CSBG Budget and Secondary Administrative Expenses, Attachment B and Scope of Work/Workplan, Attachment C must document how these expenses will be used to support eligible CSBG Community Action Plan activities.

- (b) The administrative expenses of the secondary grant source must be fully utilized prior to using CSBG funds for secondary administrative expenses.
- (c) CSBG funds may not be used to increase administrative expenses for a secondary grant source above 15 percent of the secondary grant source's total grant amount.
- (d) Only the Recipient is eligible for these funds. Secondary administration may not be claimed or used by sub-recipients.
- (e) All contracts and fiscal expense documentation related to the grant sources for which secondary administration is claimed must be made available to the Department upon request.
- (f) Audit costs, travel and associated dues are not allowable secondary administrative expenses.
- (g) Under no circumstances shall secondary administrative expenses be approved for costs already covered by the secondary grant source, nor for any other administrative costs exceeding the total of 15 percent of the total secondary grant source budget.
- (14) If the Recipient administers a transportation program, it will comply with Chapter 427, Florida Statutes, so that it will coordinate with the appropriate transportation provider(s).
 - (15) The CSBG application and all its attachments, including budget data, are true and correct.
- (16) In accordance with section 678F(b)(1)(2)(A)(B)(C) of Public Law 97-35, as amended, the Recipient will prohibit any political activities by the Recipient or employees in accordance with the Hatch Act restrictions on political activity.
- (17) In accordance with section 678(G)(a) of Public Law 97-35, as amended, the Recipient may conduct drug testing on CSBG program participants. If the Recipient does so, it must inform participants, who test positive, and refer them to treatment facilities.

- (18) In accordance with section 678G(b) of Public Law 97-35, as amended, the Recipient assures that it will inform custodial parents in single parent homes who participate in CSBG-funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.
- (19) In accordance with section 676(b)(11) and section 676(b)(3) of Public Law 97-35, as amended, the Recipient must provide the Department with an agency Community Action Plan that consists of the following:
 - (a) A community needs assessment (including food needs);
- (b) A description of the service-delivery system targeted to low-income individuals and families in the service area;
- (c) A description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultation;
- (d) A description of how funding under this Act will be coordinated with other public and private resources; and
- (e) A description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.
- (20) The Recipient assures that the Workplan, Attachment C to this agreement is consistent with the most current Community Action Plan officially adopted by the Recipient's board of directors.
- (21) The Recipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and

contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.

- (22) The Recipient assures that the above language contained in Section (21) of Attachment G of this Agreement will be included in any sub-contracts which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.
- (23) The Recipient assures, as stated in Section 507 of Public Law 103-333, that to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.
- (24) The Recipient agrees to adhere to a provision of section 675C(a)(3) of Public Law 97-35, as amended and the FY 2006-2007 CSBG State Plan regarding the recapture of unobligated funds. Funds allocated in this contract and not obligated by the Recipient during the contract period, will be returned to the Department at the time of close out. Unobligated funds in excess of 20 percent of the amount allocated to the Recipient will be surrendered to the Department. The balance of unobligated funds up to 20 percent will be re-contracted to the Recipient during the next contracting cycle.
- (25) Each Recipient receiving an allotment for a fiscal year shall adhere to the Application and Plan assurances set forth in section 676 of Public Law 97-35, as amended.
- (26) This Agreement has been approved by the Recipient's governing body by official action, and the officer who signs it is duly authorized to do so.
- (27) The Recipient shall secure and maintain an internet computer service and notify the Department of their e-mail address.

- (28) The Recipient shall develop a Memorandum of Understanding with all Work Force Florida, Incorporated boards in their service area. The Memorandum of Understanding shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG program and Work Force Florida, Incorporated "One-Stop" delivery system, services and information.
- (29) When providing rental or mortgage assistance with CSBG funds, the Recipient will secure either a rental/lease agreement or mortgage documentation and place a copy of the documentation in the client's file.

CSBG ATTACHMENT H SPECIAL CONDITIONS

- A. The Recipient and its sub-recipients shall comply with the following special conditions: None.
- B. Failure of the Recipient or its sub-recipients to comply with the special conditions under this Agreement shall be cause for the immediate suspension of payments, and may be cause for the immediate termination of this Agreement.

CSBG ATTACHMENT I

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

L		And Voluntary Exclusion
Cont	tractor Covered Transactions	•
(1)	The prospective contractor submission of this document proposed for debarment, detransaction by any Federal (of the Recipient,, certifies, by it, that neither it nor its principals is presently debarred, suspended, eclared ineligible, or voluntarily excluded from participation in this department or agency.
(2)	Where the Recipient's contr contractor shall attach an ex	ractor is unable to certify to the above statement, the prospective oplanation to this form.
Contr	actor's Name	Recipient's Name
By Signa	ture	
Name	& Title	DCA Contract Number
Street	Address	
City, S	itate, Zip	
Date	·	

CSBG ATTACHMENT J WARRENTIES AND REPRESENTATIONS

Financial Management

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

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

Competition

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

Codes of Conduct

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

CSBG ATTACHMENT J WARRANTIES AND REPRESENTATIONS

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from at least 8:00 a.m. to 5:00 p.m. Monday through Friday.

Licensing and Permitting

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

CSBG ATTACHMENT K JUSTIFICATION OF ADVANCE PAYMENT

	NO ADVANCE REQUESTED	ADVANCE RE			
No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required. Advance payment of \$				needed to pay ase start-up	
ADV	ANCE REQUEST WORKSHEET				•
f yo	u are requesting an advance, complete the follow	ving worksheet			
	DESCRIPTION	(A) FFY 2005	(B) FFY 2006	(C) FFY 2007	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				
	Start with the month in which any contract funds were essist you.	expended. If you do n	ot have this informa	tion, call your consult	ant and they will
	XIMUM ADVANCE ALLOWED CALULA	TION:			
	x \$				
	Cell D3	CSBG Awar (Do not include m		MAXIMUM ADVANCE	
R£	COUEST FOR WAIVER OF CALCULATED	MAXIMUM			
[]	Recipient has no previous CSBG contract Circumstances below. Recipient has exceptional circumstances th calculated above. Complete estimated expeadditional pages if needed.	at require an adv	ance greater tha	n the Maximum A	Advance
E	STIMATED EXPENSES				
	BUDGET CATEGORY	2007-2008 A	nticipated Expend	itures for First Thr	ee Months of Contra
ŀ	ADMINISTRATIVE COSTS				
F	/Include Connedows Administration \				
-	(Include Secondary Administration.) PROGRAM EXPENSES				
	(Include Secondary Administration.) PROGRAM EXPENSES TOTAL EXPENSES				

4Š