

Agenda Item: 3E-1

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

**AGENDA ITEM SUMMARY**

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Meeting Date: May 18, 2010

Consent

Regular

Workshop

Public Hearing

Department

Submitted By: Community Services

Submitted For: Community Action Program

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends to: Receive and file Contract 10EA-8F-10-60-01-023 Low Income Home Energy Assistance (LIHEAP) with the State of Florida Department of Community Affairs (DCA) for the period March 1, 2010, through March 31, 2011, in an amount not-to-exceed \$4,394,090 for energy assistance.

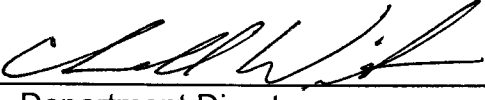
**Summary:** The fully executed document (R2010-0322) has been returned to Community Action and requires submission to the Clerk's office for filing. LIHEAP funds of \$4,394,090 will enable Palm Beach County Community Action Program to provide assistance to 10,120 low income households with energy bills and crisis assistance to prevent service disconnection or restore utility service.  
(Community Action Program) Countywide (TKF).

**Background and Justification:** The LIHEAP Contract was approved by the BOCC at the March 9, 2010, meeting. This receive and file item is being submitted to allow the Clerk's Office to note and receive the fully executed document in accordance with PPM CW-O-051.

**Attachments:**  
Contract

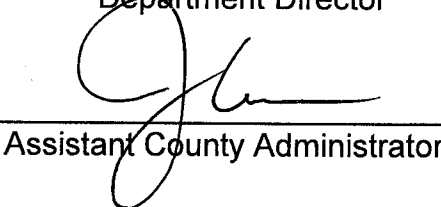
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Recommended by: \_\_\_\_\_

  
Department Director

2/18/10  
Date

Approved by: \_\_\_\_\_

  
Assistant County Administrator

5/11/10  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	2,366,049	2,028,041	_____	_____	_____
External Revenues	(2,366,049)	(2,028,041)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u> <i>*see below</i>	<u>0</u>	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	<u>0</u>	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund: 1009 Agency: 145 Org. var Object: var  
 Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Federal funds through the State of Florida Department of Community Affairs.

**C. Departmental Fiscal Review:** *Taruna Malhotra*  
4/28/10

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**  
*\* There is no fiscal impact on this item.*

*[Signature]*  
 5/6/10 OFMB  
 5/6/10  
 5/13/10

*[Signature]*  
 Contract Dev. and Control  
 5/10/10

**B. Legal Sufficiency:**  
*[Signature]* 5/10/10  
 Assistant County Attorney

**C. Other Department Review:**  
  
 Department Director



STATE OF FLORIDA

# DEPARTMENT OF COMMUNITY AFFAIRS

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

CHARLIE CRIST  
Governor

THOMAS G. PELHAM  
Secretary

## MEMORANDUM

**TO:** Palm Beach County Board of County Commissioners

**FROM:** Hilda Frazier, Planning Manager,  
Community Assistance Section *HFA*

**RE:** FY 2010-2011 Low-Income Home Energy Assistance Program Contract

**DATE:** April 5, 2010

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Your 2010-2011 Low Income Home Energy Assistance Program contract has been approved. Enclosed is your copy of the approved contract.

Should you need additional assistance or information, please contact your financial specialist at (850) 488-7541.

HF/fb

Enclosure

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100  
Phone: 850-488-8466 Fax: 850-921-0781 Website: [www.dca.state.fl.us](http://www.dca.state.fl.us)

**COMMUNITY PLANNING**  
Phone: 850-488-2356 Fax: 850-488-3309

**AREAS OF CRITICAL STATE CONCERN FIELD OFFICE**  
Phone: 305-289-2402 Fax: 305-289-2442

**HOUSING AND COMMUNITY DEVELOPMENT**  
Phone: 850-488-7956 Fax: 850-922-5623

CFDA NUMBER: 93.568

**R2010 0322**

**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by 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. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. 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 below; and
- C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) SCOPE OF WORK

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

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

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or March 1, 2010, whichever is earlier, and shall end March 31, 2011, 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 agreed upon shall be valid only when in writing, signed by each of the parties, 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 Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds 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, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department. The five year period may be extended for the following exceptions:

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

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

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer 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 documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall ordinarily 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 reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall 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 shows the 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 for 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 chooses 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 funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

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

**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

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

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

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> 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 send 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 the following addresses:

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

**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

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

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement 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 should state the date that the reporting package was delivered to the Recipient 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,

(i) If the audit shows that all or any portion of the funds disbursed 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 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), either 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 received by the Department no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Department with quarterly reports and 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 any other information requested by the Department.

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



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

(d) If all required reports and copies 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 other action as stated 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 additional program updates or information that may be required by the Department.

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

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the Scope of Work and other performance goals are being achieved.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance 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 which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without 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 is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from 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

If an Event of Default occurs, then the Department may, upon thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, 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 days prior written notice of such termination. The notice shall be effective when placed in the United States,

first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin 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) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

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

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

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

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

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

(g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in

line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state 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 receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until 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 Division contract manager for this Agreement is:

Paula Lemmo, Community Program Manager

Department of Community Affairs

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

Telephone: (850) 488-7541

Fax: (850) 588-2488

Email: [paula.lemmo@dca.state.fl.us](mailto: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 stated in Attachment I, Recipient Information, Section III (b) of this Agreement.

(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 provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval before it is executed 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Reports

Attachment D – Property Management and Procurement

Attachment E – Statement of Assurances

Attachment F – Special Conditions

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

Attachment I – Recipient Information

Attachment J – Budget Summary and Workplan

Attachment K – Budget Detail

Attachment L – Multi-County Fund Distribution

Attachment M – 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 \$4,394,090, subject to the availability of funds and appropriate budget authority. The Recipient is authorized to incur costs in an amount not to exceed \$1,933,399 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 I, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from the Department.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat. and is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment M. Attachment M 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 Scope of Work, Attachment A and Budget Detail, Attachment K, of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

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

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

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

(19) MANDATED 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 later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with thirty 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 be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be 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 term of this Agreement.

(d) This 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.), which prohibits discrimination by public and private entities

on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) A person or organization 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 \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

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

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

**In addition, the Recipient shall send to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to**



**fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.**

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

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

(j) Any bills for 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 if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

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

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

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

(o) 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, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department under 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 Recipient, 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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.

(21) 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 has 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 is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating 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.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as

Attachment E.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

R2010.0322

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

(Type Legal Name of Recipient)

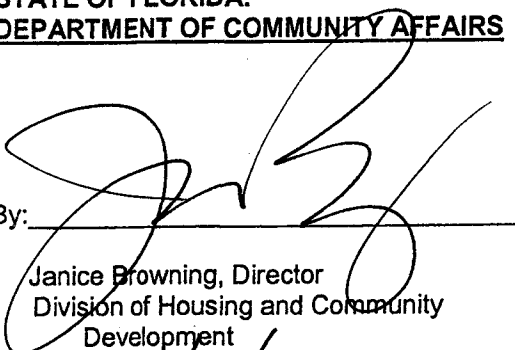
By: 

**Burt Aaronson, Chair**  
(Type Name and Title)

Date: 3/9/2010

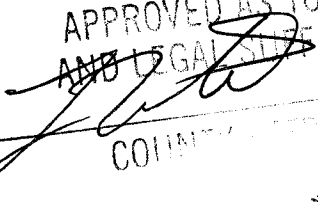
**59-60000785**  
(Federal Identification Number)

**STATE OF FLORIDA:  
DEPARTMENT OF COMMUNITY AFFAIRS**

By: 

Janice Browning, Director  
Division of Housing and Community  
Development

Date: 4/2/10

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
  
COUNTY ATTORNEY

**APPROVED AS TO TERMS  
AND CONDITIONS**

BY:   
**DEPARTMENT HEAD**

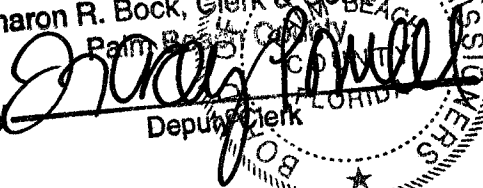
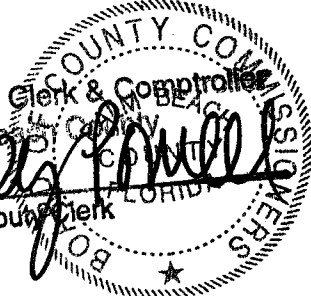
Sharon R. Bock, Clerk & Comptroller  
Palm Beach County  
By:   
Deputy Clerk  


EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

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

Federal Program

Federal Agency: U.S. Department of Health and Human Services

Catalog of Federal Domestic Assistance title and Number: 93.568

Grantee: Palm Beach County Board of County Commissioners

Award Amt: \$4,394,090

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

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

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., eligible activities, services or commodities):*

The Recipient will use the LIHEAP funds to provide energy payment assistance to low income consumers. These funds will be expended in accordance with the Scope of Work, Attachment A, Program Statutes and Regulations, Attachment B, Budget Summary and Workplan, Attachment J, and applicable OMB Circulars.

2. *Second applicable compliance requirement (e.g. eligibility requirements for recipients of the federal 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, Part 96 – Block Grants, and  
Title 31 of the Code of Federal Regulations, Part 205 – Cash Management Improvement Act of 1990.

3. Etc.

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

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

**LIHEAP  
Attachment A  
Budget and Scope of Work**

The Recipient shall, or will ensure through subcontracts that subcontractors shall, utilize the funds provided under this Agreement to:

1. Conduct outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children and those with the highest percentage of their income required to pay for their home energy are made aware of the assistance available under this Agreement.
2. The Recipient shall enter into a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in their service area. The Memorandum of Understanding shall detail cooperative efforts and shall describe the actions that will be taken by both parties to assure the coordination, partnership and referrals. The Recipient in coordination with the local WAP agency shall develop a system by which LIHEAP recipients who have received more than three LIHEAP benefits in the last 18 months and who are homeowners, are referred to the WAP provider.
3. Make home visits to home-bound clients, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
4. Make LIHEAP home energy assistance payments based on a state-provided payment matrix and worksheet. The payment amount is based on the household's income level as compared to the national poverty guidelines. This takes into account both gross income and family size. The lower the income, the higher the benefit level.
5. Make vendor payments directly to fuel providers or recipients on behalf of eligible clients, or in instances where vendor agreements cannot be negotiated, make payments directly to clients in the form of a two party check.
6. Determine the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the maximum per household and maximum per item limits set by the Department.

**LIHEAP  
ATTACHMENT A  
SCOPE OF WORK**

7. Establish a Memoranda of Understanding (MOU) with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The Agreement will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants.
8. Check LIHEAP records and Emergency Home Energy Assistance for the Elderly Program (EHEAP) records (for households with elderly members) to avoid duplicate crisis assistance payments during the same heating or cooling season.
9. When the applicant is not in a life threatening situation, take actions that will resolve the emergency within 48 hours of the application approval for a crisis benefit.
10. When the applicant is in a life threatening situation, take actions that will resolve the emergency situation within 18 hours of the application approval for a crisis benefit.
11. Make home energy payments within 30 days of the date the application is approved.
12. The Recipient will, within 15 working days of receiving the client's application, furnish in writing, to all applicants a Notice of Approval which includes the type and amount of assistance to be paid on their behalf or a Notice of Denial which includes appeal information.
13. Maintain a separate client file for each LIHEAP client that includes at least the following information:
  - A. Client's name, address, sex, age;
  - B. Names and ages and identification documentation of all household members;
  - C. Income amount and method of verification for all household members;
  - D. Income Documentation to support eligibility;
  - E. Statement of self-declaration of income if applicable;
  - F. If the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving food stamps, include a signed statement of how basic living expenses i.e., food, shelter and transportation are being provided.

**LIHEAP  
ATTACHMENT A  
SCOPE OF WORK**

- G. Date client was interviewed;
  - H. Services provided;
  - I. Copies of approval or denial letters provided to the client;
  - J. If preference is given due to a disability, documentation of such, disability income or physician's statement;
  - K. Documentation of client's obligation to pay an energy bill.
  - L. All LIHEAP assistance applications must be signed by the client and by the Recipient's representative and supervisory/edit staff.
14. Recipients are required to have written applicant appeal procedures. Any applicant denied LIHEAP services must be provided a written notice of the denial which includes the appeal process and the reason(s) for the denial. At a minimum, the written Notice of Denial and Appeals shall contain the reason for the denial, under what circumstances the client may reapply, what information or documentation is needed for the person to reapply, the name and address to whom the re-application or appeal should be sent, and the phone number of the Recipient. Appeal provisions must also be posted in a prominent place within the office where it is on view for all applicants.
15. The Recipient will make payments to those applicants with the "highest home energy needs and lowest household income," which will be determined by taking into account both the energy burden and the unique situation of such households that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.
16. Recipients serving multi-county areas must provide the Department with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on the 150% of poverty population within each of the counties served. This information must be reported in Attachment L to this Agreement.



**LIHEAP  
ATTACHMENT A  
SCOPE OF WORK**

17. When LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an applicant, the Recipient will assist the applicant to secure help through other community resources.
18. The Recipient shall agree to treat owners and renters equitably under the Agreement.
19. The Recipient shall be responsible for entering into written agreements with home energy suppliers which include all of the following requirements:
  - A. Provisions to assure that no household receiving assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
  - B. Any home energy supplier receiving direct payments agrees not to discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
  - C. Only energy related elements of a utility bill are to be paid. In no instance may water or sewage charges be paid except if required by the vendor under the crisis category to meet the requirement of resolving the crisis. Vendors must be made aware that those charges are the responsibility of the client.
  - D. The Recipient or subcontractor shall make vendors aware that when the benefit amount to the client does not pay for the complete charges owed by a client, that the client is responsible for the remaining amount owed.
20. The Recipient will be responsible for determining the eligibility of the clients applying for the LIHEAP program. Client eligibility is based on the following factors:
  - A. The Recipient may only assist households who are or were residing in their LIHEAP service area at the time the home energy costs were incurred.
  - B. The client must complete an application and return all required information and verification to the Recipient or subcontractor while funds remain available.

**LIHEAP  
ATTACHMENT A  
SCOPE OF WORK**

- C. The client must provide a fuel bill for home energy or provide other documentation verifying an obligation to pay for home energy costs.
- D. The client must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.
- E. Applicants receiving Supplemental Security Income (SSI) or Food Stamps automatically qualify for LIHEAP; however, the benefit levels are the same as other qualified applicants. The income eligibility for CSBG and WAP has increased to 200 percent of poverty. Applicants may be eligible for CSBG or WAP but may be over income thus not eligible for LIHEAP.
- F. To receive crisis assistance, the applicant must have a verifiable home energy crisis.
- G. If the applicant lives in government subsidized housing, the Recipient must determine if all or part of their utility costs are paid directly or indirectly by the government and take the following actions:
  - (1) The applicant is not eligible for assistance if their home heating and cooling costs are totally included in their rent and they have no obligation to pay any portion of the costs.
  - (2) For Crisis Assistance Only: If the applicant receives an energy subsidy through Section 8 or a Public Housing Authority, then the agency must subtract the amount of the subsidy available to the applicant during the period covered by the utility bill from the allowable LIHEAP crisis benefit calculated for the household.
  - (3) The applicant is eligible for non-crisis, home energy assistance with no deductions at the same level as other applicants.
- 21. The client must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.
- 22. The client must not be a student living in a dormitory.

**LIHEAP  
ATTACHMENT A  
SCOPE OF WORK**

23. OTHER SPECIAL REQUIREMENTS

- A. The Recipient will define in a written policy what criteria and verification will be used to determine if a household has a "home energy crisis" and eligible for crisis assistance. The policy must encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposit, interest or late payment penalties, etc.
- B. The Recipient will not charge applicants a fee or accept donations from an applicant to provide LIHEAP benefits,
- C. The Recipient will be in a location and operate during hours available to clients.
- D. The Recipient will refund, with non-federal funds, to the Department, all funds incorrectly paid on behalf of clients that cannot be collected from the client.
- E. The Recipient will have appropriate staff attend training sessions as scheduled by the Department to cover LIHEAP policies and procedures.
- F. The Recipient will furnish training for all staff members assigned responsibilities for the program.
- G. The Recipient will take applications when it has a signed Agreement and adequate funding, and continue taking applications until the Agreement expires or funds are exhausted.
- H. The Recipient must have adequate procedures in place to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.

**LIHEAP  
ATTACHMENT A  
SCOPE OF WORK**

- I. The Recipient will operate both program components in a manner that makes them available to all potentially eligible clients in their service area.
- J. The Recipient will secure and maintain an internet computer service and notify the Department of its e-mail address.
- K. The Recipient will post the following notice in a conspicuous place at all points where LIHEAP applications are received: No money, cash or checks, will be requested or received from customers in a LIHEAP office. If an employee asks for money, report this to the agency Executive Director or Department Head.

**LIHEAP  
ATTACHMENT B  
PROGRAM STATUTES AND REGULATIONS**

**A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

The applicable documents governing service provision regulations are in the Common Rule, 45 CFR Part 74 and 92, or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations," and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit 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. Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35) as amended and the LIHEAP Manual. The following Federal Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this Agreement:

1. Part 16 – Procedures of the Departmental Grant Appeals Board;
2. Part 30 - Claims Collection;
3. Part 80 - Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services (HHS), Effectuation of Title VI of the Civil Rights Act of 1964;
4. Part 81 - Practice and procedure for hearings under Part 80 of this Title;
5. Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
6. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
7. Part 87 – Equal Treatment for Faith Based Organizations;
8. Part 91 - Nondiscrimination on the Basis of Age in HHS programs or activities receiving Federal Financial Assistance;

**LIHEAP  
ATTACHMENT B  
PROGRAM STATUTES AND REGULATIONS**

9. Part 93 - New restrictions on lobbying;
10. Part 96 - Block Grants;
11. Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;
12. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement);

**B. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY**

The Recipient assures, as stated in Section 508 of Public Law 103-333, that all 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.

**C. INTEREST FROM CASH ADVANCES**

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

**NON-PROFITS ONLY:**

1. The Recipient or subcontractor receives less than \$120,000 in total Federal awards per year.
2. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on all Federal cash balances.

**LIHEAP  
ATTACHMENT B  
PROGRAM STATUTES AND REGULATIONS**

3. 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 report.

**LOCAL GOVERNMENTS ONLY:**

Except for interest earned on advance of funds exempt under the inter-governmental 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.

**D. PROGRAM INCOME**

The Recipient may reapply program income for eligible program projects or objectives. The amount of program income and its disposition must be reported to the Department at the time of submission of the final close-out report.

**E. 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 Agreement.
- (2) The line item budget, as given in Attachment J of this Agreement and reported on the monthly financial status reports, may not be altered without a written budget modification with the exceptions of the items listed below:
  - (a) The Recipient may transfer unobligated budgeted line items within a budget category as long as the budget category subtotal remains the same. Each line item must meet all contractual budget requirements. For the purpose of transferring funds, the following are considered budget categories:  
Administrative Expenses, Outreach Expenses and Direct Client Assistance.

**LIHEAP  
ATTACHMENT B  
PROGRAM STATUTES AND REGULATIONS**

- (b) Any and all Administrative Expenses and Outreach Expenses may be transferred to any Direct Client Assistance line item without additional written authorization. Each line item must meet all contractual budget requirements.
  - (c) With the exceptions given in (a) and (b) 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.
  - (d) A letter of explanation and a revised budget summary and workplan page must be provided to the Department for any line item changes prior to the submission of a financial status report in which the changes are implemented. This is not a formal modification, but will provide the Department with advance notice and a description of information concerning the budget revisions.
  - (e) None of the budget transfers may violate this Agreement or OMB Circulars A-110, Common Rule, A-121 or A-87. Your information will be reviewed by the Department for compliance with these circulars.
- (3) All requests for formal modifications must be submitted to the Department for approval in writing at least thirty (30) days prior to the anticipated implementation date. The Recipient must use a LIHEAP modification package, approved by the Department, which includes an amended budget summary and workplan page and amended budget detail page.
- (4) Only unobligated funds may be transferred from one line item to another line item.

**F. 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 equal to at least one-half of the total LIHEAP agreement amount.



**LIHEAP  
ATTACHMENT B  
PROGRAM STATUTES AND REGULATIONS**

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

**G. OTHER PROVISIONS**

1. The Recipient must budget a minimum of twenty-five (25) percent of the total Agreement funds for Home Energy Assistance.
2. The Recipient must budget a minimum of two (2) percent of the total Agreement funds for Weather Related/Supply Shortage emergency assistance. These funds must be held in this budget line item category until December 15 of the program year for use in response to a possible disaster. These funds will only be used during state or federal emergencies declared by the President, the Governor or the Secretary of the Department as he/she deems necessary. In the event of an emergency being officially declared, if the Recipient or the Department finds that two percent of the budget is not sufficient to meet the emergency, the Recipient may draw on other Agreement categories, up to fifty percent (50%) of the total Agreement budget, without additional written authorization. After December 15, if no emergency has been declared, the Recipient may allocate these funds to the crisis or the home energy category of the program without additional written authorization from the Department. When funds are distributed for a weather-related/supply shortage emergency, the Department will provide binding directives as to the allowable expenditures of the funds. The Recipient will comply with these directives or agree that these funds will remain with the Department.
3. In addition to the record keeping and audit requirements contained in Sections (5) and (6) of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of the Recipient.

**LIHEAP  
ATTACHMENT B  
PROGRAM STATUTES AND REGULATIONS**

4. If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, the Recipient shall cooperate with, and upon written request, participate with the Department in the hearing.
5. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment A, and all other applicable laws and regulations.

**LIHEAP  
ATTACHMENT C  
REPORTS**

1. Annual reports - Within 45 days after the end of the Agreement the Recipient shall submit a LIHEAP Close-out Report, including the LIHEAP Final Financial Report, a refund check for any unspent funds, and the LIHEAP Final Program Report.
2. Monthly reports - The LIHEAP Monthly Financial Status Report must be provided to the Department by no later than the twenty-first (21<sup>st</sup> day) of each month following the end of the reporting month in which funds were expended.
3. Quarterly Reports - For each county the Recipient serves, the LIHEAP Household Quarterly Program Report must be provided to the Department by no later than the twenty-first (21<sup>st</sup>) day of the month following the end of the last month of the quarterly reporting period.
4. Cost Allocation Plans  
2 CFR Part 215, Subpart C, Section 215.21(6) requires that Recipients have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable federal cost principles and terms and conditions of the award. To document this, Recipients must submit copies of their written Cost Allocation Plans to the Department with their contract proposal.
5. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department, including supporting or source documentation for any reports identified above in this section.

The reports shall be submitted to:

Ms. Hilda Frazier, Manager

Florida Department of Community Affairs

Division of Housing & Community Development

2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

Fax: (850) 488-2488

**LIHEAP  
ATTACHMENT D  
PROPERTY MANAGEMENT AND PROCUREMENT**

- A. All such property purchased under this Agreement shall be inventoried annually and an inventory report shall be made available to the Department upon request.
- B. All property purchased under this Agreement shall be listed on the property records of the Recipient. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property.
- C. Title (Ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in the Department upon completion or termination of the Agreement.
- D. The Recipient agrees to comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

**LIHEAP  
ATTACHMENT E  
STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

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

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

No member, officer, or employee of the Recipient, 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 or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Recipient 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 Recipient agrees to abide by the provisions of s. 112.3135, Fla. Stat., pertaining to nepotism in their performance under this Agreement

D. LIHEAP Assurances

The Recipient hereby assures and certifies as a condition of receipt of Low Income Home Energy Assistance Program funds, that it and its subcontractors will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHEAP funds, the Recipient assures and certifies that:

**LIHEAP  
ATTACHMENT E  
STATEMENT OF ASSURANCES**

- (1) The Recipient possesses the legal authority to administer the program as approved by the Recipient's governing body, including all assurances contained herein.
- (2) The Recipient possesses the sound 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 prescribed management policies of the agency.
- (3) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.
- (4) The Recipient will give the Department, the Auditor General or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-contractor.
- (5) The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.
- (6) The Recipient will comply with section 680 of Public Law 97-35, as amended, which prohibits use of LIHEAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- (7) The LIHEAP application and all its attachments, including budget data, are true and correct.
- (8) The Recipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
- (9) Administration of this program has been approved by the Recipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.

**LIHEAP  
ATTACHMENT E  
STATEMENT OF ASSURANCES**

- (10) 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). This Act 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 States 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 inpatient drug and alcohol treatment. The Recipient further agrees that the above language will be included in any subawards which contain provisions for children's services and that all subrecipients 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 \$1,000 per day.
- (11) The Recipient will have a published and publicized local outreach office number when the outreach office is open a minimum of 40 hours per week, or toll-free telephone number.

**LIHEAP  
ATTACHMENT F  
SPECIAL CONDITIONS**

A. The Recipient and its subrecipients shall comply with the following special conditions:

NONE

B. Failure of the Recipient or its subrecipients 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.



**LIHEAP  
ATTACHMENT G  
WARRANTIES AND REPRESENTATIONS**

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, un-obligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all 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 whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide 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 excellent 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, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must 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, 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 the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8 AM to 5 pm.

Licensing and Permitting

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

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

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

**SUBCONTRACTOR:**

\_\_\_\_\_

By:           N/A          

Signature           N/A          

Name and Title           N/A          

Street Address           N/A          

City, State, Zip           N/A          

Date

          N/A          

Recipient's Name           N/A          

DCA Contract Number

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)  
ATTACHMENT I ~~~ RECIPIENT INFORMATION**

FEDERAL YEAR: 2010 CONTRACT PERIOD: Date of Signing through March 31, 2011

FOR DCA USE ONLY: RECEIVED 3/15/10 REVISION(S) 3/19/10

Instructions: Complete the blanks highlighted in yellow. For item II, put an "X" in whichever highlighted box applies to your agency.

I. DCA CONTRACT NUMBER: 10EA-8F-10-60-01-023 CONTRACT AMOUNT: 4,394,090.00  
TOTAL DIRECT CLIENT ASSISTANCE: 10,120.00 LEVERAGE AMOUNT (if applicable):                     

II. RECIPIENT CATEGORY:           { } Non-Profit           X Local Government           { } State Agency

III. COUNTY(IES) TO BE SERVED WITH THESE FUNDS: PALM BEACH

**IV. GENERAL ADMINISTRATIVE INFORMATION**

a. Recipient: Palm Beach County Community Service Department County Location: Palm Beach

b. Executive Director or Chief Administrator: Channell Wilkins

c. Address: 810 Datura Street City: West Palm Bch, FL Zipcode: 33401  
Telephone: 561-355-4702 Fax: 561-355-3863  
Cell:                                      Email: cwilkins@pbcgov.org

d. Mailing Address: Same City:                                     , FL Zipcode:                     

e. Chief Elected Official (for local governments) or President/Chairman of the Board (for corporations):  
Name: Burt Aaronson Title: Chair

Enter home or business address, telephone numbers and email other than the Recipient's

Address: 301 N Olive Avenue City: West Palm Beach, FL Zipcode: 33401  
Telephone: 561-355-2205 Fax: 561-355-3990 Email: baaranso@pbcgov.com

f. Official to Receive State Warrant:  
Name: Sharon R Brock Title: Clerk & Comtroller, PBC  
Address: P. O. Box 4036 City: West Palm Beach, FL Zipcode: 33401

g. Recipient Contacts

1. Program: Name: Kathryn McNealy Title: LIHEAP Manager  
Address: 810 Datura Street City: West Palm Beach, FL Zipcode: 33404  
Telephone: 561-355-4743 Fax: 561-355-4792  
Cell:                                      Email: kmcnealy@pbcgov.com

2. Fiscal: Name: Taruna Malhotra Title: Fiscal Manager II  
Address: 810 Datura Street City: West Palm Beach, FL Zipcode: 33401  
Telephone: 561-355-4716 Fax: 561-355-3863  
Cell:                                      Email: tmalotr@pbcgov.com

h. Person(s) authorized to sign reports: Taruna Malhotra, Kathryn McNealy

i. Agency's FEID Number: 59-60000785

V. AUDIT DUE DATE: Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal year.  
Recipient Fiscal Year: October 1, 2009 thru September 30, 2010 Audit Due to DCA: June 30, 2011

**LOW-INCOME HOME ENERGY ASSISTNCE PROGRAM (LIHEAP)  
ATTACHMENT J ~~~ BUDGET SUMMARY AND WORKPLAN**

RECIPIENT: Palm Beach County Community Action Program

CONTRACT: 10EA-8F-10-60-01-023

Instructions: Enter the appropriate figures in the boxes highlighted in yellow only.

**I. BUDGET SUMMARY**

LIHEAP FUNDS ONLY		BUDGETED AMOUNT
1	LIHEAP FUNDS (No Leveraging Funds)	4,394,090.00
<b>ADMINISTRATIVE EXPENSES</b>		
2	Salaries including Fringe, Rent, Utilities, Travel, Other (Total cannot exceed 8.5% of Line 1) <sup>1</sup>	299,924.00
<b>OUTREACH EXPENSES</b>		
3	Salaries including Fringe, Rent, Utilities, Travel, Other (Total cannot exceed 15% of the difference between Line 1 & Line 2 (Line 1 minus Line 2 times .15)) <sup>1</sup>	612,752.00
<b>DIRECT CLIENT ASSISTANCE</b>		
4	Home Energy Assistance (Must be at least 25% of Line 1.)	1,198,523.00
5	Crisis Assistance	2,195,002.00
6	Weather Related / Supply Shortage / Disaster (Must be at least 2% of line 1.)	87,889.00
7	TOTAL DIRECT CLIENT ASSISTANCE (Lines 4 + 5 + 6)	3,481,414.00
LEVERAGING FUNDS ONLY		BUDGETED AMOUNT
8	LEVERAGE FUNDS	0.00
9	Home Energy Assistance	
10	Crisis Assistance	
11	TOTAL LEVERAGING (Lines 8 + 9)	0.00
12	<b>GRAND TOTAL ALL EXPENSES (Lines 2 + 3 + 7 + 10)</b>	<b>4,394,090.00</b>

**II. DIRECT CLIENT ASSISTANCE PLAN**

Type of Assistance	Estimated # of Households to be Served	Estimated Cost Per Household	Estimated Expenditures <sup>2</sup> (Col. 2 x Col. 3)
Home Energy	4,794	250.00	1,198,500.00
Crisis	5,164	425.00	2,194,700.00
Weather Related/Supply Shortage	162	540.00	87,480.00
Leveraging - Home Energy			0.00
Leveraging - Crisis			0.00
<b>TOTAL</b>	<b>10,120</b>		<b>3,480,680.00</b>

<sup>1</sup> If less than 8.5% of Line 1 is budgeted for Administrative Expenses, the Recipient may increase the Outreach Expenses. The total Administrative Expenses plus the total Outreach Expenses may not exceed the sum of the original maximum allowed for each of these line items.

<sup>2</sup> Must agree with Lines 4-6.



**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)  
ATTACHMENT K --- EXPENDITURE DETAIL**

Recipient: PALM BEACH COUNTY COMMUNITY ACTION Contract: 10EA-8F-10-60-01-023

Instructions: *On the form below, enter the detail of the figures listed on the Budget Summary. If more space is needed, copy this form copy this form to another tab and name the new tabs "Budget Detail 1", "Budget Detail 2", etc.*

**III. ADMINISTRATIVE AND OUTREACH EXPENSE (lines 2 & 3) BUDGET DETAIL**

Line Item No	Expenditure Detail (Round up line items to dollars. Do not use cents and decimals in totals.)	LIHEAP FUNDS
3	<b>OUTREACH EXPENSES</b>	
	<b>Personnel</b> Salaries figures below, include fringe FICA 6.2% Medicare 1.4% Retirement 10.85% Health & Life 9,100 annual Worker Comp 377 annual	
	The balance of Community Action LIHEAP Staff salaries are paid from CSBG Direct Client or CSBG other Program categories.	
	<b>Community Action Specialist</b> 11 person @ 40% \$905 per pay for 28 pay period x 11	278,740
	<b>Senior Community Action Specialist</b> 4 person @ 25% \$716 per pay for 28 pay period x 4	80,192
	The balance of salaries paid to the Division of Human Service employee are from all DHS funding source.	
	<b>Case Manager (DHS)</b> 6 person @ 20% \$562 per pay for 28 pay period x 6	94,416
	<b>Case Mgmt Supervisor (DHS)</b> 3 person @ 20% \$579 per pay for 28 pay period x 3	48,636
	The balance of salaries paid to Division of Senior Service employees are from all DOSS funding souce	
	<b>Clerical (DOSS)</b> 2 person @ 20% \$620 per pay for 28 pay period x 2	34,720
	<b>Assistant Center Manager (DOSS)</b> 2 person @ 20% \$433 per pay for 28 pay period x 2	24,248
	<b>Case Manager (DOSS)</b> 2 person @ 20% \$480 per pay for 28 pay period x 2	26,880
	<b>Casework Supervisor (DOSS)</b> 2 person @ 10% \$445 per pay for 28 pay period x 2	24,920
	<b>TOTAL OUTREACH COSTS</b>	<b>612,752</b>

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)  
ATTACHMENT K --- EXPENDITURE DETAIL**

Recipient: PALM BEACH COUNTY COMMUNITY ACTION Contract: 10EA-8F-10-60-01-023

Instructions: On the form below, enter the detail of the figures listed on the Budget Summary. If more space is needed, copy this form copy this form to another tab and name the new tabs "Budget Detail 1", "Budget Detail 2", etc.

**III. ADMINISTRATIVE AND OUTREACH EXPENSE (lines 2 & 3) BUDGET DETAIL**

Line Item No	Expenditure Detail (Round up line items to dollars. Do not use cents and decimals in totals.)	LIHEAP FUNDS
<b><u>DIRECT CLIENT ASSISTANCE</u></b>		
4	Home Energy Assistance	1,198,523
5	Crisis Assistance	2,195,002
6	Weather Related Crisis - WRC	87,889
7	<b>TOTAL DIRECT CLIENT ASSISTANCE</b>	3,481,414
	No Leveraging Funds	
12	<b>GRAND TOTAL ALL EXPENSES</b>	<b>4,394,090</b>



**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)  
ATTACHMENT L ~~~ MULTI-COUNTY FUND DISTRIBUTION**

Agency: Palm Beach County Community Service Department

Contract: 10EA-8F-10-60-01-023

In the form below, describe how you plan to equitably allocate LIHEAP resources to each of the counties you serve. This plan must be in part based on the 150% poverty population of each county. Provide reasoning and numeric justification plan.

Instructions: Enter appropriate data only in the cells below that are highlighted in yellow. Percentages will automatically populate when the total direct client assistance amount and all three columns for each county are filled in.

COUNTY	150% POVERTY POPULATION* <sup>1</sup>	TOTAL DIRECT CLIENT ASSISTANCE	% OF AGENCY'S DIRECT CLIENT ASSISTANCE DOLLARS ALLOCATED TO THIS COUNTY
		\$10,120.00	
		COUNTY ALLOCATION	
<b>Total Budgeted Direct Client Assistance*<sup>2</sup></b>	<b>0</b>	<b>0.00</b>	<b>0.0%</b>

*N/A*

\*<sup>1</sup> If population data other than the 2000 U. S. Census is used, note and explain below.  
 \*<sup>2</sup> Allocation must be equal to Attachment J, budget Summary and Workplan, Line 7.

Explain the basis for distribution/calculation used to determine allocation.

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)  
ATTACHMENT M --- JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT: Palm Beach County Community Service Department

CONTRACT NUMBER: 10EA-8F-10-60-01-023

Any advance payment under this Agreement is subject to s. 216.181 (16)(a)(b), Florida Statutes and Attachment D, Section D of this Agreement. *The Recipient shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule, section .22 of OMB Circular A-110 as revised and Attachment B, subsection D of this Agreement.* Check the applicable box below (check only one).

**NO ADVANCE REQUESTED**

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

**ADVANCE REQUESTED**

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

**ADVANCE REQUEST WORKSHEET**

If an advance is requested, complete the following worksheet by filling in the cells highlighted in yellow.

	DESCRIPTION	(A) FFY 2007	(B) FFY 2008	(C) FFY 2009	(D) Total
1	INITIAL CONTRACT ALLOCATION				0.00
2	FIRST TWO MONTHS OF CONTRACT EXPENDITURES <sup>1</sup>	N/A			0.00
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

<sup>1</sup> The first two months in which expenditures were reported need to be provided for the years you received a LIHEAP contract. If you do not have this information, call your financial specialist and they will assist you.

The Recipient may request an amount up to the Historical Administrative Percent, but not to exceed 17% of the award.

**HISTORICAL ADMINISTRATIVE PERCENT:**  $\frac{\#DIV/0! \text{ Cell D3}}{4,394,090.00 \text{ LIHEAP Award}} \times \$4,394,090.00 = \frac{\#DIV/0! \text{ Historical Advance}}{4,394,090.00 \text{ LIHEAP Award}}$

**MAXIMUM ADVANCE ALLOWED:**  $\frac{4,394,090.00 \text{ LIHEAP Award}}{4,394,090.00 \text{ LIHEAP Award}} \times 0.17 = \frac{746,995.30 \text{ Maximum Advance}}{4,394,090.00 \text{ LIHEAP Award}}$

If you require an advance in excess of 17 percent of the contract allocation, complete the Request for Waiver of Calculated Maximum.

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

Check the applicable statement, then complete the Estimated Expenses Chart.

- Recipient has no previous history with LIHEAP contracts.  Recipient has exceptional circumstances that require an advance greater than average first two months expenditures of the previous three years.

**ESTIMATED EXPENSES CHART**

BUDGET CATEGORY	2010-2011 ANTICIPATED EXPENDITURES FOR FIRST THREE MONTHS OF CONTRACT
Administrative	
Program Expenses	
Total Expenses	
<i>Explanation of Circumstances</i>	