

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 6, 2024

[ X ] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department

Submitted By: Community Services

Submitted For: Division of Human Services and Community Action Program

**I. EXECUTIVE BRIEF**

Motion and Title: Staff recommends motion to:

A) ratify the signature of the Mayor on Modification No. 2 of the Federally Funded Subgrant Agreement No. E2016 dated August 16, 2023 with the Florida Department of Commerce (FDOC) formerly known as Florida Department of Economic Opportunity (DEO) for the Period July 1, 2023 to June 30, 2024 to provide economic mobility and economic stability services to low-income households.

B) receive and file the following Notice of Grant Award/Fund Availability (NFA) as follows:

1. NFA Federal Award Identification Number ((FAIN) G-2102FLLWC6, Catalog of Federal Domestic Assistance (CFDA) 93.499) dated June 30, 2023 from FDOC, for Program Year (PY) 2021 (PY21) allocation, in an amount not-to-exceed \$433,549 for the program period July 1, 2023 through September 30, 2023, for the Low-Income Household Water Assistance Program- (LIHWAP);
2. Notice of Grant Award/Fund Availability (NFA) #042976 (FAIN G-2302FLLIEE, CFDA 93.568) dated September 12, 2023 from the State of Florida, Florida Department of Commerce (FDOC), for its PY23 allocation, in the amount not-to-exceed \$4,804,793.00 for the program period July 1, 2023 through September 1, 2024, for the Low-Income Home Energy Assistance Program (LIHEAP); and
3. NFA #042948 (FAIN G-2302FLLIEA, CFDA 93.568) dated September 12, 2023 from FDOC, for PY23 allocation, in the amount not-to- exceed \$3,452,994.00 for the program period July 1, 2023 through September 1, 2024, for LIHEAP; and
4. NFA #043005 (FAIN G-2302FLLIEI, CFDA 93.568) dated September 12, 2023 from FDOC, for PY23 allocation, in the amount not-to- exceed \$262,428.00 for the program period July 1, 2023 through September 30, 2024, for LIHEAP; and
5. NFA #042658 (FAIN G-2202FLLIEA, CFDA 93.568) dated October 5, 2023 from FDOC, for PY22 allocation, in an amount not-to- exceed \$4,697,292, for the program period July 1, 2023 through June 30, 2024, for LIHEAP
6. NFA #042716 (FAIN G-2203FLCOSR, CFDA 93.569) dated November 27, 2023 from FDOC, for PY22 allocation, in an amount not-to exceed \$1,192,923, for the program period July 1, 2023 through June 30, 2024, for the Community Services Block Grant (CSBG) program; and
7. NFA (FAIN G-2102FLLWC6, CFDA 93.499) dated November 27, 2023; and December 7, 2023 from FDOC, to extend the end date from September 30 2023 to February 29, 2024, and increase amount by \$126,519.38 for PY21 allocation, in an amount not-to-exceed \$560,068.38 for LIHWAP.

C) approve a Budget Amendment in the amount of \$8,562,676 in the LIHEAP fund to align the budget to the actual grant award; and

D) approve a Budget Amendment in the amount of \$97,925 in the CSBG fund to align the budget to the actual grant award.

Summary: On June 15, 2021, the Board of County Commissioners (BCC) ratified the Mayor's signature on the Federally Funded Subgrant Umbrella Agreement #E2016 (R2021-0783) with the FDOC, for the period October 1, 2020 through September 30, 2023, for the LIHEAP, LIHWAP and CSBG programs. This agreement was amended on August 16, 2023, to update the effective date to July 1, 2023 and extend the end date to June 30, 2024, and change the name of the Florida Department of Economic Opportunity to Florida Department of Commerce. Under the terms of the new umbrella agreement, FDOC will issue an NFA for each program award, and issue amendments to NFA's for any changes. These NFAs were issued to add or increase funding. Electric and water bill assistance will be provided to approximately 13,250 low-income individuals and 5,300 families. In Federal Fiscal Year (FFY) 2022, 7,738 households obtained electric bill assistance. **No County match is required.** (Community Action Program) Countywide (HH)

Background and Justification: LIHEAP has been administered by the Community Action Program since 1992 and provides utility assistance and restoration services to individuals and households living in Palm Beach County. LIHWAP is a new program that provides water bill assistance to low-income households.

Attachments:

1. Signed Modification No. 2 of the Federally Funded Subgrant Agreement No. E2016 dated August 16, 2023
2. Notice of Grant Award/Fund Availability No. 042630 dated June 30, 2023
3. Notice of Grant Award/Fund Availability No. 042976 dated September 12, 2023
4. Notice of Grant Award/Fund Availability No. 042948 dated September 12, 2023
5. Notice of Grant Award/Fund Availability No. 043005 dated September 12, 2023
6. Notice of Grant Award/Fund Availability No. 042658 dated October 5, 2023
7. Notice of Grant Award/Fund Availability No. 042716 dated November 27, 2023
8. Notice of Grant Award/Fund Availability No. 042630 dated November 27, 2023; and December 7, 2023
9. Budget Amendment : for LIHEAP
10. Budget Amendment for Funds CSBG

DocuSigned by: Taruna Malhotra 1/24/2024

Recommended By: Taruna Malhotra Department Director Date

Approved By: Tammy Assistant County Administrator Date 1/31/24

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	8,660,601				
External Revenue	(8,660,601)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>0</b>				

No. ADDITIONAL FTE POSITIONS (Cumulative)	0				
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No X \_\_\_\_\_  
 Does this item include the use of federal funds? Yes X \_\_\_\_\_ No \_\_\_\_\_  
 Does this item include the use of state funds? Yes \_\_\_\_\_ No X \_\_\_\_\_

Budget Account No.:

Fund 1003 Dept 145 Unit 1455 Object Var. Program Code Var. Program Period Var.  
 Fund 1009 Dept 145 Unit 1462 Object Var. Program Code Var. Program Period Var.  
 Fund 1009 Dept 145 Unit 1468 Object Var. Program Code Var. Program Period Var.  
 Fund 1009 Dept 145 Unit 1470 Object Var. Program Code Var. Program Period Var.  
 Fund 1009 Dept 145 Unit 1471 Object Var. Program Code Var. Program Period Var.

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

US Department of Health and Human Services, thru the Florida Department of Commerce

DocuSigned by:

*Julie Dowe*

05AC9C7CC5BC4AA...

C. Departmental Fiscal Review: \_\_\_\_\_  
 Julie Dowe, Director, Financial & Support Svcs.

**II. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

OFMB *Lucy M. White 1/29/2024* *Sarany M. Aruni 1/30/24*  
MG 1/26 ARF 1/26 Contract Development and Control

**B. Legal Sufficiency:**

*Helene C. Arundel 1/30/24*  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_ Department Director

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

MEMORANDUM



**TO:** Gregg K. Weiss, Mayor  
Board of County Commissioners

**THRU:** Verdenia C. Baker, County Administrator  
Board of County Commissioners

**THRU:** Reginald K. Duren, Assistant County Administrator  
Board of County Commissioners

**FROM:** James Green, Department Director  
Community Services Department

**DATE:** July 17, 2023

**RE:** Amendment No. 2 of Federally Funded Subgrant Agreement No. E2016

**Community Services Department**  
810 Datura Street  
West Palm Beach, FL 33401  
(561) 355-4700  
Fax: (561) 242-7336  
www.pbcgov.com/communityservices



Pursuant to Section 309 of the Administrative Code, your signature is needed for the approval of Amendment No. 2 of the Federally Funded Subgrant Agreement No. E2016 with the Florida Department of Commerce (FDOC), formerly known as Florida Department of Economic Opportunity (FDEO). The original agreement (R2021-0783) (Catalog of Federal Domestic Assistance (CFDA) No.93.568 and 93.569) was approved on June 15, 2021. Amendment No. 2 aligns Community Action Program spending with legislatively appropriated state budget authority and aligns the agreement period with the state fiscal year of July 1, 2023 through June 30, 2024. Amendment No. 2 incorporates new provisions for the Community Services Block Grant (CSBG) Program, the Low-Income Home Energy Assistance Program (LIHEAP), and Low-Income Home Water Assistance Program (LIHWAP).

The FDOC will issue Notice of Funding Awards (NFAs) to obligate and release funding for the new subgrant agreement. Budgets are no longer issued or attached. Under Federally Funded Subgrant Agreement No. E2016, Section 5, letter F – Funding Consideration, the State of Florida’s and FDOC’s performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. FDOC has final authority as to both the availability of funds and what constitutes an “annual appropriation” of funds.

Amendment No. 2 will allow the Community Action Program to continue providing mobility and economic stability services to 2,700 individuals and 1,040 families residing in Palm Beach County by providing employment skills training, job placement services, resume training, financial management training, rental and utility assistance, and case management services.

FDOC sent instructions to sign and return the amendment as soon as possible in order to avoid payment interruptions. The emergency signature process is being utilized because there is not sufficient time to submit this item through the regular BCC agenda process and meet the deadline. Staff will submit this item at the next available BCC meeting.

For additional information, please contact Natalie Diaz Rodriguez, (561) 355-4208.

Approved by: Julie Dowe  
Director, Financial & Support Svcs.

Helene C. Hvizd  
Helene Hvizd  
Senior Assistant County Attorney

Taruna Malhotra  
Deputy Director

[Signature]  
OFMB

**County Administrator**  
Verdenia C. Baker

- Palm Beach County Board of County Commissioners**
- Gregg K. Weiss, Mayor
  - Maria Sachs, Vice Mayor
  - Maria G. Marino
  - Dave Kerner
  - Marci Woodward
  - Sara Baxter
  - Mack Bernard

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

- Attachments:
1. Amendment No. 2 of the Federally Funded Subgrant Agreement No. E2016
  2. Federally Funded Subgrant Agreement No. E2016 (R2021-0783)

**AMENDMENT NUMBER TWO OF AGREEMENT BETWEEN THE  
FLORIDA DEPARTMENT OF COMMERCE  
AND  
PALM BEACH COUNTY, FLORIDA**

On March 25, 2021, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and Palm Beach County, Florida (“Subrecipient”), entered into Subgrant Agreement E2016 (“Agreement”). Commerce and Subrecipient are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**WHEREAS**, Section 4 of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

**WHEREAS**, the Agreement was previously amended on May 25, 2022; and

**WHEREAS**, the Parties wish to amend the Agreement as set forth herein as part of a joint effort to align Community Action Agency (“CAA”) spending with legislatively appropriated state budget authority. State budget authority is determined on an annual basis through the agency’s Legislative Budget Request process. The Legislature reviews the Legislative Budget Request and determines the amount of state budget authority, which is then codified in the General Appropriations Act. This is a process required annually by state law; state budget authority is not determined by the total federal award received by the state.

**WHEREAS**, this amendment memorializes the alignment of Community Action Agency spending with legislatively appropriated state budget authority and aligns the Period of Agreement with the state fiscal year. Doing so is of mutual benefit to Subrecipient and Commerce and ensures enhanced transparency and collaboration to the Parties continued work to provide meaningful services to Floridians.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. As set forth in the REPRESENTATIONS section on page 1 of this Agreement, the following provisions are hereby added:
  - F. The Parties have engaged in a joint effort to align Community Action Agency (“CAA”) spending with legislatively appropriated state budget authority. State budget authority is determined on an annual basis through the agency’s Legislative Budget Request process. The Legislature reviews the Legislative Budget Request and determines the amount of state budget authority, which is then codified in the General Appropriations Act. This is a process required annually by state law; state budget authority is not determined by the total federal award received by the state; and
  - G. This Agreement memorializes the alignment of CAA spending with legislatively appropriated state budget authority and aligns the Period of Agreement with the state fiscal year. Doing so is of mutual benefit to Subrecipient and Commerce and ensures enhanced transparency and collaboration to the Parties continued work to provide meaningful services to Floridians; and
  - H. Commerce’s obligations under this Agreement are contingent upon the continued availability to Commerce of legislatively appropriated funds that may be used and are sufficient to support funding

award/release, and upon Subrecipient's satisfactory performance of its obligations set forth in this Agreement, as determined by Commerce.

2. Section 1., **PERIOD OF AGREEMENT**, of this Agreement is hereby deleted in its entirety and replaced with the following:

**1. PERIOD OF AGREEMENT**

The Effective Date of this Agreement is July 1, 2023. This Agreement ends on June 30, 2024 (the "Expiration Date"), unless otherwise terminated as set forth herein. This Agreement terminates, supersedes, and replaces any prior agreement in effect between Commerce and the Subrecipient regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period."

3. Section 5. A., **FUNDING/CONSIDERATION**, of this Agreement is hereby deleted in its entirety and replaced with the following:

- A. This Agreement is a Cost Reimbursement Agreement. Commerce's obligations under this Agreement are contingent upon the continued availability to Commerce of legislatively appropriated funds that may be used and are sufficient to support funding award/release, and upon Subrecipient's satisfactory performance of its obligations set forth in this Agreement, as determined by Commerce. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may include attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA.

The Subrecipient shall comply with all requirements contained within each NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds. Subrecipient may incur costs and submit for reimbursement only up to the Total Funds Released dollar amount listed in the NFA most recently issued by Commerce to the Subrecipient. Subrecipient may not be reimbursed any amount that exceeds the lesser of the state authorized budget authority or the "Funds/Available/Release" listed in the NFA most recently issued by Commerce to the Subrecipient. Each NFA and any attachments thereto, including, but not limited to its special terms, conditions, and instructions, is incorporated and adopted into the Agreement by reference.

4. Section 5.F., **FUNDING/CONSIDERATION**, of this Agreement is hereby deleted in its entirety and replaced with the following:

- F. Commerce will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. Commerce shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The maximum cash available for draw is limited to the amount listed in the "Funds/Available/Release" in the NFA most recently issued by Commerce to the Subrecipient. Additional funding is contingent upon (1) availability of funds appropriated by the Legislature of the State of Florida for the purpose of this program; (2) the availability of future-year budget authority; and (3) substantial progress towards meeting the objectives of the award. The lack of appropriation or availability of funds shall not constitute a default on Commerce or the State. If there is a state or federal funding shortfall, then Subrecipient agrees that Commerce, in its sole discretion, may reduce the amount

of funding that would otherwise be made available under this Agreement. If applicable, reduction in funding will be done by NFA.

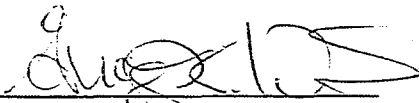
5. Section 6.A., **FISCAL AND ADMINISTRATIVE CONTROLS**, of this Agreement is hereby deleted in its entirety and replaced with the following:
  - A. Commerce will provide funds to the Subrecipient by issuing NFAs through Commerce's financial management information system. Each NFA may include NFA Attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. If at any time during the award a budget period is funded on an incremental basis, the maximum obligation of the program funding is limited to the amount shown on the "Funds/Available/Release" in the NFA most recently issued by Commerce to the Subrecipient. In addition to execution of this Agreement, Subrecipient further agrees that by accepting funds made available through an NFA, the Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions incorporated or listed in the NFA.
6. Section 7., **EMPLOYMENT ELIGIBILITY VERIFICATION**, of this Agreement is hereby deleted in its entirety and replaced with the following:
  - A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
  - B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
    - (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
    - (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
  - C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
7. All other terms and conditions of the Agreement are hereby reinstated and remain in full force and effect.

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STATE OF FLORIDA  
DEPARTMENT OF COMMERCE  
FEDERALLY FUNDED SUBGRANT AGREEMENT  
SIGNATURE PAGE

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement E2016, as amended. This Amendment is effective on July 1, 2023.

SUBRECIPIENT  
PALM BEACH COUNTY, FLORIDA

By:   
(Signature)

Gregg K. Weiss, Mayor

(Print/Type Name and Title Here)

Date: 8/3/23

59-6000785  
Federal Identification Number

XL2DNFMPCR44  
UEI Number

E2016  
Agreement Number

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

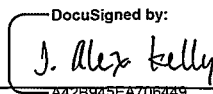
By:   
Senior Assistant County Attorney

APPROVED AS TO TERMS & CONDITIONS:  
Community Services Department

By:   
Department Director

Revised 6.16.23

STATE OF FLORIDA  
DEPARTMENT OF COMMERCE

By:   
(Signature)

J. Alex Kelly, Secretary  
Florida Department of Commerce

Date: 8/16/2023

Approved as to form and legal  
sufficiency, subject only to full and  
proper execution by the Parties.

Office of the General Counsel  
Florida Department of Commerce

By: 

Approved Date: 8/15/2023

AGENDA ITEM OVER 50 PAGES  
CAN BE VIEWED IN MINUTES

Agenda Item #: 3E-3

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

Rw/MM 7-0

AGENDA ITEM SUMMARY

R-2021-0783

Meeting Date: June 15, 2021       [ X ] Consent       [ ] Regular  
 [ ] Ordinance       [ ] Public Hearing

Department  
Submitted By: Community Services  
Submitted For: Community Action Program

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to ratify: the signature of the Mayor on the Federally Funded Subgrant Umbrella Agreement #E2016 (Subgrant Agreement) with the Florida Department of Economic Opportunity (DEO), for the period October 1, 2020 through September 30, 2023, to incorporate new provisions to cover both the Community Services Block Grant (CSBG) and the Low-Income Home and Energy Assistance Program (LIHEAP).

**Summary:** The Subgrant Agreement supersedes and replaces all current CSBG and LIHEAP agreements that expired on March 31, 2021. The DEO issued one contract to cover both CSBG and LIHEAP programs and the Notice of Funding Awards (NFA's) to release funding under this agreement. NFA's will be issued as funding becomes available. The Subgrant Agreement will allow the Community Action Program (CAP) to continue providing economic stability and mobility services to approximately 2,700 individuals representing 1,040 families residing in Palm Beach County by providing employment skills training, job placement services, resume' training, financial management training, rental and utility assistance, and case management services using CSBG funds. Additionally, the Subgrant Agreement allows CAP to continue providing electric utility bill assistance to approximately 8,000 low-income households residing in Palm Beach County. The emergency signature process was utilized because there was not sufficient time to submit the Subgrant Agreement through the regular Board of County Commissioner's agenda process and return by the grantor's deadline. **No County match is required.** (Community Action Program) Countywide (HH).

**Background and Justification:** CSBG funds are used to provide various services, such as utility assistance, economic stability and mobility services. LIHEAP has been administered by CAP since 1992 and provides utility assistance and restoration of services to individuals and households living in Palm Beach County. The agreement will continue to ensure that assistance is provided to low-income individuals and families.

**Attachments:** Federally Funded Subgrant Umbrella Agreement #E2016 with Walkthrough Memo

DocuSigned by:  
James Green      5/25/2021  
Recommended By: Department Director      Date  
Nancy J. Bolton      6/8/21  
Approved By: Assistant County Administrator      Date



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	5,317,808	5,317,808	5,317,808		
External Revenue	(5,317,808)	(5,317,808)	(5,317,808)		
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>0</b>	<b>0</b>	<b>0</b>		

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is item included in Proposed Budget: Yes X No       
 Does this item include the use of federal funds: Yes X No     

Budget Account No.:  
 Fund 1003 Dept. 145 Unit 1455 Obj. Var. Program Code Var. Program Period: Var.  
 Fund 1009 Dept. 145 Unit 1462 Obj. Var. Program Code Var. Program Period: Var.

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

US Department of Health and Human Services, thru the Florida Department of Economic Opportunity

The budget will be amended upon receipt of NFAs.

C. Departmental Fiscal Review: DocuSigned by:  
Julie Dowe  
05AC9C7CC5BC444  
 Julie Dowe, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

Polly Powers 5/21/21  
 OFMB CA 5-22-21 UM 5/21  
Ann J. Dowling (6/17/21)  
 Contract Development and Control  
 6-7-21 TD

**B. Legal Sufficiency:**

Debra C. Dwyer 6-8-21  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



Community Services Department  
810 Datura Street  
West Palm Beach, FL 33401  
(561) 355-4700  
FAX: (561) 355-3863  
www.pbcgov.com

Palm Beach County  
Board of County  
Commissioners  
  
Dave Kerner, Mayor  
Robert S. Weinroth, Vice Mayor  
  
Maria G. Marino  
Gregg K. Weiss  
Maria Sachs  
Melissa McKinlay  
Mack Bernard  
  
County Administrator  
Verdenia C. Baker



"An Equal Opportunity  
Affirmative Action Employer"

MEMORANDUM

**TO:** Dave Kerner, Mayor  
Board of County Commissioners  
  
**THRU:** Verdenia C. Baker, County Administrator  
Board of County Commissioners  
  
**THRU:** Nancy L. Bolton, Assistant County Administrator  
Board of County Commissioners  
  
**FROM:** James Green, Director  
Community Services Department  
  
**DATE:** February 12, 2021  
  
**RE:** Federally Funded Subgrant Umbrella Agreement # E2016

Pursuant to Section 309 of the Administrative Code, your signature is needed on the approval of the new Federally Funded Subgrant Umbrella Agreement #E2016 with the Florida Department of Economic Opportunity (DEO). The agreement incorporates new provisions to cover both the Community Services Block Grant (CSBG) Program and the Low-Income Home and Energy Assistance Program (LIHEAP), for a three year period effective October 1, 2020 through September 30, 2023

The new agreement supersedes all current CSBG and LIHEAP subgrant agreements that are set to expire on March 31, 2021. DEO will issue one contract to cover both the CSBG and LIHEAP programs and will issue the Notice of Funding Award (NFA) to obligate and release funding for the new Federally Funded Subgrant Agreement. Budgets are no longer issued or attached.

The new agreement will allow the Community Action Program (CAP) to continue providing economic stability and mobility services to 2,700 individuals and 1,040 families residing in Palm Beach County, by providing employment skills training, job placement services, resume' training, financial management training, rental and utility assistance, and case management services.

The DEO sent instructions on February 1, 2021 to sign and return the agreement as soon as possible, to replace all subgrant agreements set to expire on March 31, 2021 and to avoid payment interruption. The emergency signature process is being utilized because there is not sufficient time to submit this item through the regular Board of County Commissioner's agenda process and meet the return deadline.

If additional information is needed, please contact Natalie Diaz Rodrigues, (561)355-4208.

Approved by:

DocuSigned by:  
Tara M. Mollitor  
Assistant Department Director

DocuSigned by:  
Helene C. Hoizd  
Helene Hvizd  
Senior Assistant County Attorney

DocuSigned by:  
Nancy L. Bolton  
OFMB  
Assistant County Administrator

Attachments :Federally Funded Subgrant Umbrella Agreement # E2016(2)

**FEDERALLY FUNDED  
SUBGRANT UMBRELLA AGREEMENT  
BETWEEN  
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
PALM BEACH COUNTY, FLORIDA**

**R2021 0783**

CFDA Number(s): 93.568, 93.569

Agreement Number: E2016

JUN 15 2021

THIS SUBGRANT AWARD AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), with headquarters in Tallahassee, Florida, and Palm Beach County ("Subrecipient"), Florida, and may individually be referred to herein as "Party" or collectively as the "Parties".

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The U.S. Department of Health and Human Services ("HHS") administers the Community Services Block Grant ("CSBG") and the Low-Income Home Energy Assistance Program ("LIHEAP") at the federal level and distributes block grant funds to the States; and
- B. DEO is the CSBG and LIHEAP recipient grantee, and pass-through entity for the State of Florida, designated by HHS to receive funds annually for program purposes and is authorized to distribute block grant funds to subrecipients so that subrecipients may provide self-sufficiency and home energy assistance benefits to eligible households; and
- C. The U.S. Department of Energy ("DOE") administers the Weatherization Assistance Program ("WAP") at the federal level and distributes grant funds to states; and
- D. DEO is the WAP recipient, grantee, and pass-through entity for the State of Florida, designated by DOE to receive funds annually for program purposes and is authorized to distribute WAP funds from DOE, along with LIHEAP funds from HHS to subrecipients to provide energy efficiency improvements to eligible households
- E. Subrecipient is eligible to receive CSBG and LIHEAP grant funds in order to provide the services identified herein

THEREFORE, DEO and Subrecipient agree to the following:

**1. PERIOD OF AGREEMENT**

The Effective Date of this Agreement is October 1, 2020. This Agreement ends on September 30, 2023 (the "Expiration Date"), unless otherwise terminated as set forth herein. This Agreement terminates, supersedes, and replaces any prior agreement in effect between DEO and the Subrecipient regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period".

**2. SCOPE OF WORK**

The Subrecipient shall provide services in support of the CSBG and LIHEAP Programs in accordance with the applicable Attachment(s) included with this Agreement. For each Program award, a Notice of Fund Availability ("NFA") shall be issued which details the direct client services and other activities to be provided. The NFA may also include the following Attachments ("*NFA Attachments*"):

- A. Budget Directions and Summary with County Allocations
- B. Program Statutes and Regulations
- C. Additional Reporting Requirements

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

The Subrecipient and DEO shall be governed by all applicable State and Federal laws, rules and regulations including, but not limited to those identified in this Agreement and NFA.

**4. MODIFICATION OF AGREEMENT**

Either Party may request modification of the provisions of this Agreement. Modifications to this Agreement must be in writing, on DEO-approved forms, as applicable, and duly signed by the Parties.

**5. FUNDING/CONSIDERATION**

- A. This Agreement is a Cost Reimbursement Agreement. DEO will provide funds to the Subrecipient by issuing a NFA through DEO's financial management information system. Each NFA may include attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds. Subrecipient may incur costs and submit for reimbursement only up to the Total Funds Released dollar amount listed in Subrecipient's most recently DEO-issued NFA. Each such NFA, and any attachments thereto, duly issued to Subrecipient by DEO, including, but not limited to its special terms, conditions, and instructions, is incorporated into the Agreement by reference.
- B. By signing below the Subrecipient certifies that it is qualified and eligible to receive these grant funds in order to provide the services of the CSBG and LIHEAP programs for which the Subrecipient receives funds from DEO.
- C. Any advance payment under this Agreement is subject to section 216.181(16), F.S. The amount which may be advanced must be expended within the first three (3) months of the term of this Agreement. Any advance payment is also subject to the Uniform Guidance and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be forwarded to DEO using Attachment C, which will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.
- D. Subrecipient shall expend an amount equal to or greater than the amount of the initial advance within the first three months of the term of this Agreement. If Subrecipient has not expended an amount at least equal to the initial advance by the end of the first three months of the term of this Agreement, Subrecipient shall submit a written explanation to DEO.
- E. After any initial advance, payments will be made on a cost-reimbursement basis.
- F. DEO will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. DEO shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not create DEO's default under this

Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced.

- G. Subrecipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures which can be found at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- H. Subrecipient shall refund to DEO any funds obligated to Subrecipient, including, but not limited to, any advance payments, and which remain unobligated by Subrecipient at the end of this Agreement.
- I. Subrecipient shall refund to DEO all funds paid in excess of the amount to which Subrecipient or its contractors are entitled under the terms and conditions of this Agreement.
- J. Subrecipient shall (1) maintain all funds provided under this Agreement in a separate bank account or (2) Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs; "commingling" of funds is distinguishable from "blending" of funds specifically allowed by law.
- K. If Subrecipient commingles Agreement funds, DEO may, in its sole discretion, terminate this Agreement for cause and demand an immediate refund, either in whole or in part, of all funds provided to Subrecipient under this Agreement. Subrecipient, upon such written notification from DEO shall refund, and shall pay to DEO, the amount of money demanded by DEO in accordance with section 20, Repayments, of this Agreement.
- L. If DEO, in its sole discretion, determines that Subrecipient has expended funds under this Agreement not in accordance with applicable federal or state law, regulations, policies, or guidance, including, but not limited to, disallowed costs, Subrecipient is liable for and will repay all such funds to DEO. Such repayment shall be from funds other than those received under this Agreement or other federal awards, subawards, allotments, or funds (i.e. non-federal funds) and in accordance with section 20, Repayments, of this Agreement.

#### **6. FISCAL AND ADMINISTRATIVE CONTROLS**

- A. DEO will provide funds to the Subrecipient by issuing NFAs through DEO's financial management information system. Each NFA may include NFA Attachments that incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through a NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions incorporated or listed in the NFA.
- B. The Subrecipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of CSBG and LIHEAP, or any other program or project for which the Subrecipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO may provide periodic guidance and technical assistance to the Subrecipient to ensure compliance with this section.
- C. DEO will distribute fiscal and administrative guidance to the Subrecipient. The Subrecipient will implement and comply with DEO guidance. The Subrecipient is responsible for understanding and implementing the guidance posted on DEO's website: <http://www.floridajobs.org/>.
- D. The Subrecipient will comply with all policies, guidance, plans, or other similar documents produced, approved, or disseminated by DEO, or any other entity whose funds are made available to the Subrecipient through DEO. These documents will be made available on DEO's website or distributed to the Subrecipient through other means.

## 7. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO's subgrant agreements in excess of nominal value, if applicable, to expressly require Subrecipient to:
- (1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during this Agreement term; and
  - (2) Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of Federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:  
<https://www.e-verify.gov/>.
- C. If Subrecipient does not have an E-Verify MOU in effect, Subrecipient shall enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

## 8. REPORTS

Subrecipient shall provide DEO with all required reports as set forth in this Agreement and by all accompanying Attachments to this Agreement.

- A. If all required reports and copies are not sent to DEO, or not completed in a manner acceptable to DEO, DEO may withhold further payments until such reports are completed or DEO may take other action, including, but not limited to, those described in Paragraph (13), *Remedies*, of this Agreement. "Acceptable to DEO," means that the reports were completed, in DEO's sole determination, in accordance with the Attachments of this Agreement.
- B. Subrecipient shall provide additional program updates, reports, and information as requested by DEO.

## 9. AUDITS AND RECORDS

- A. Subrecipient's performance under this Agreement is subject to the applicable requirements published in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (C.F.R.) Part 200, hereinafter referred to as the "Uniform Guidance" and to 45 CFR 75. If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient will be subject to the Federal Acquisition Regulations System particularly 48 C.F.R. § 31.2.
- B. Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g., paper, film, recording, electronic), including, but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received. Subrecipient shall cooperate with DEO to facilitate the duplication and transfer of such Records upon request of DEO. The five-year period may also be extended for the following reasons:

- (1) If an audit has been initiated and audit findings have not been resolved at the end of this five-year period, the Records must be retained until resolution of the audit findings through litigation or otherwise.
  - (2) If any litigation or claim is started before the five-year period expires, and extends beyond the five-year period, the Records must be retained until all litigation and claims involving the Records have been resolved.
  - (3) Records for the disposition of non-expendable personal property valued at five thousand dollars and zero cents (\$5,000.00) or more at the time it is acquired must be retained for five years after final disposition.
  - (4) Records relating to real property acquired must be retained for five years after the closing on the transfer of title.
  - (5) Any additional Federal requirements, particularly those identified in the accompanying Attachments to this Agreement .
- C. Subrecipient shall maintain all records for all subcontractors 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 included in the NFA to this Agreement as well as all other applicable laws and regulations.
- D. Subrecipient shall give access to any of Subrecipient's records to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives for the purposes of conducting audits, examinations, investigations, or making excerpts or transcriptions.
- E. Subrecipient may, per Rule 1B-24.003(9)(a), Florida Administrative Code, allow its public records to be stored through electronic recordkeeping systems as substitutes for the original or paper copy.
- F. Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
- G. Records pertaining to this Agreement must be available at reasonable times for inspection, review, or audit by State personnel and other persons authorized by DEO. "Reasonable" means normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- H. If Subrecipient's expenditures of State financial assistance and Federal awards during its applicable fiscal year(s) require it to conduct a single audit in accordance with section 215.97, F.S. or 2 CFR 200.501 and the threshold amount identified therein, such audit will comply with all applicable requirements of Exhibit 1 to this Agreement, section 215.97, F.S., and the Uniform Guidance as applicable, and Subrecipient shall ensure that all related party transactions are disclosed to the auditor.
- I. Subrecipient shall include the aforementioned audit and record-keeping requirements in all subcontracts and assignments.
- J. Subrecipient shall have each required audit completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under chapter 473, F.S., and ensure that all related party transactions are disclosed to the auditor. For the IPA's audit to be sufficient, it must state that the Subrecipient complied with the applicable provisions noted in Exhibit 1 to this Agreement.
- K. The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit-1, Audit Requirements, of this Agreement and the applicable laws, rules and regulations referenced therein. The requirements of 2 C.F.R. § 200.512, Report Submission, are applicable to audits of Federal awards conducted in accordance with Subparagraph (9)(H) above.
- L. If an audit, monitoring visit, or other documentation or verifiable information shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement or applicable regulations, Subrecipient shall be held liable for reimbursement to DEO. Such reimbursement

shall be sent to DEO, by Subrecipient, within thirty calendar days after DEO has notified Subrecipient of such non-compliance.

M. Within sixty calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Exhibit 2, Audit Compliance Certification, of this Agreement) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Subrecipient.

N. Subrecipient shall

- (1) maintain all funds provided under this Agreement in a separate bank account; or
- (2) Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs; "commingling" of funds is distinguishable from "blending" of funds specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein above, in subparagraph (5)(L).

#### 10. MONITORING

- A. Subrecipient is responsible for and shall monitor its performance under this Agreement. Subrecipient shall monitor the performance of its contractors, consultants, agents, subcontractors and the like, who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.
- B. In addition to reviews of audits conducted in accordance with Paragraph 10 of this agreement, monitoring procedures may include, but are not limited to, on-site visits by DEO staff, limited scope audits, and other procedures.
- C. Subrecipient and its contractors shall comply with the most recent program specific monitoring protocols or field manuals, provided to Subrecipient and available upon request from DEO, and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event that DEO determines that a limited scope review of Subrecipient is appropriate, Subrecipient shall comply with all additional instructions provided by DEO regarding such review.
- D. Subrecipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by DEO, the State of Florida Chief Financial Officer, the State of Florida Auditor General, in accordance with section 20.055(5), F.S., any authorized representative of the awarding Federal agencies, the U.S. Department of Energy and the U. S. Department of Health and Human Services, the U.S. Government Accountability Office, or any authorized representative of those Federal agencies' respective Federal Offices of the Inspector General.
- E. Subrecipient shall cooperate with DEO and the Federal awarding agencies to assist facilitating any monitoring visits conducted by DEO or the Federal awarding agencies. DEO may conduct monitoring visits at its determination and in its sole discretion or as required by the Federal Funding Agency.

#### 11. INDEMNIFICATION; INDEPENDENT CONTRACTOR STATUS

- A. Unless Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., Subrecipient is fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors, provided, however,



that Subrecipient has no affirmative duty to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

Any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), F.S., shall be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and shall be liable for any damages proximately caused by its acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein may 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.

- B. For purposes of this Agreement, Subrecipient is an independent contractor and is not an employee or agent of DEO. DEO shall neither have, nor exercise any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or may be deemed to constitute a partnership or joint venture between the Parties. Subrecipient shall not represent to others that, as Subrecipient, it has the authority to bind DEO unless specifically authorized to do so. Subrecipient shall act as necessary to ensure that each subcontractor is deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DEO or the State of Florida. DEO shall not be responsible for withholding taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida. Subrecipient, at all times during the Agreement, must comply with the reporting and reemployment assistance contribution payment requirements of chapter 443, F.S.

## 12. DEFAULT

If any of the following events occur ("Events of Default"), DEO shall have the right to terminate further payment of funds under this Agreement, and DEO may exercise any of its remedies set forth in Paragraph 13 of this Agreement. However, DEO 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 Subrecipient in this Agreement, or any previous agreement with DEO is, or becomes, false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO 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 Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;
- C. If any reports required by this Agreement have not been submitted to DEO or have been submitted with incorrect, incomplete, or insufficient information; or
- D. If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

## 13. REMEDIES

If an Event of Default occurs and DEO provides written notice to Subrecipient, DEO may exercise any one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement, if Subrecipient has not cured the default within thirty (30) calendar days of receipt of written notice of an Event of Default;
- 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. Exercise any corrective or remedial actions, to include but not be limited to:
  - (1) Request additional information from Subrecipient 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 Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
  - (4) Require Subrecipient to reimburse DEO, for the amount of costs incurred for any items determined to be ineligible; and
- E. Exercise any other rights or remedies which may be otherwise available under law.

Pursuing any of the above remedies will not limit any of DEO's other remedies, either in this Agreement, or provided at law or in equity. If DEO waives any right or remedy in this Agreement, or fails to insist on strict performance by Subrecipient, it will not affect, extend or waive any other right or remedy of DEO or affect the later exercise of the same right or remedy by DEO for any other default by Subrecipient.

#### 14. TERMINATION

- A. DEO may terminate this Agreement for cause with three (3) calendar days written notice. Cause includes, but is not limited to: an Event of Default as set forth in Paragraph (12) of this Agreement, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, failure to cure an Event of Default within thirty (30) calendar days from receipt of the notice, or refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S., as amended. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Subrecipient shall not be entitled to recover any cancellation charges.
- B. DEO may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing this Agreement would not produce beneficial results in line with the further expenditure of funds, by providing Subrecipient with thirty (30) calendar days written notice. Subrecipient shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this Agreement, if authorized in writing. Subrecipient shall not be entitled to recover any cancellation charges.
- C. The Parties may terminate this Agreement for their mutual convenience through a written amendment. The amendment shall state the effective date of the termination and the procedures for proper closeout of this Agreement.
- D. If DEO issues a notice of Event of Default, Subrecipient shall stop incurring new obligations upon receipt of the notice. If DEO determines that Subrecipient has cured the Event of Default within the thirty-day cure period, DEO will provide notice to Subrecipient that it may resume incurring new obligations. Costs incurred for new obligations after receipt of a notice of Event of Default and until receipt of notice that it may resume incurring new obligations will be disallowed. If this Agreement is terminated by DEO because of Subrecipient's breach, such termination shall not relieve Subrecipient of liability under this Agreement. DEO may, to the extent authorized by law, withhold payments to Subrecipient, for the purpose of set-off until the exact amount of damages due DEO from Subrecipient is determined.

## 15. NOTICE AND CONTACT

- A. All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing to DEO's Contract manager as designated by DEO and delivered by standard mail or electronic mail using the contact information provided below.
- B. The name and address of DEO's Contract Manager for this Agreement is:

Anna Lara, Contract Manager Department of  
Economic Opportunity Division of Community  
Development  
Bureau of Economic Self Sufficiency  
107 East Madison Street, MSC 400  
Tallahassee, Florida 32399-4120  
Email: [anna.lara@deo.myflorida.com](mailto:anna.lara@deo.myflorida.com) Phone:  
850-921-3289

- C. The name and address of Subrecipient's Representative responsible for the administration of this Agreement is stated in Attachment E, *Subrecipient Information*, of this Agreement.
- D. If a different representative or address is 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 Subparagraph (15)(A), above.

## 16. SUBCONTRACTS

- A. Subrecipient shall not subcontract in furtherance of this Agreement prior to receiving DEO's written confirmation that the proposed contract includes the following requirements:
  - (1) Subcontractor is bound by the terms of this Agreement, and each contract and subcontract shall specifically include the requirements set forth in Paragraph (9), *Audits and Records*, and Paragraph (19), *Information Release and Public Records Requirements*, of this Agreement.
  - (2) Subcontractor is bound by all applicable State and Federal laws and regulations;
  - (3) Subcontractor shall indemnify and hold DEO and Subrecipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of work under this Agreement, to the extent allowed by law; and
  - (4) Subcontractor shall disclose to Subrecipient and DEO if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.
- B. For each contract, Subrecipient shall provide a written statement to DEO as to whether that contractor is a certified minority business, as defined in section 287.0943, F.S.
- C. Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Subrecipient shall submit to DEO a completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Attachment B to this Agreement.

## 17. BUSINESS WITH PUBLIC ENTITIES

Subrecipient is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Subrecipient certifies the following:

- (1) It is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.;
- (2) It is not engaged in a boycott of Israel;

- (3) It is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; and
- (4) It is not engaged in business operations in Cuba or Syria.

DEO may immediately terminate this Agreement if Subrecipient submits a false certification as to the above, or if Subrecipient is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

#### **18. ENTIRETY AND INTEGRATION**

This Agreement, the NFA(s), and any Attachments or Exhibits attached thereto constitute the complete and exclusive statement of conditions of the Agreement and supersedes and replaces, any and all prior negotiations, understandings, and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding of agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing.

#### **19. INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS**

- A. In addition to Subrecipient's responsibility to directly respond to each request it receives for records made or received by Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.
- B. Subrecipient shall keep and maintain public records required by DEO to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.
- C. This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
- D. If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the contract, the Subrecipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

- E. If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- F. Subrecipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.
- G. Subrecipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- H. If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to DEO upon completion, including termination, of the Agreement.
- I. **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**
- J. To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.
- K. DEO does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Subrecipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO."

## 20. REPAYMENTS

- A. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Division of Community Development  
Bureau of Community Assistance  
107 East Madison Street, MSC 400  
Tallahassee, Florida 32399-4120

In accordance with section 215.34(2), F.S., if a check, or other draft, is returned to DEO for collection, Subrecipient shall pay to DEO a service fee of fifteen dollars and zero cents (\$15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

- B. If Subrecipient's non-compliance with any provision of this Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO may recoup that cost or loss from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. In the event that discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Subrecipient and any State entity, Subrecipient will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

## 21. WARRANTIES AND REPRESENTATIONS

### A. FINANCIAL MANAGEMENT

Subrecipient warrants that its financial management system shall provide 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. Subrecipient shall safeguard all assets and ensure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information shall be related to performance and unit cost data.
- (5) Written procedures for determining whether costs are allowed and reasonable under the provisions of 2 C.F.R. part 200, as adopted and amended by DOE at 2 C.F.R. part 910, and 45 CFR 75.
- (6) Cost accounting records that are supported by backup documentation.

### B. COMPETITION

Subrecipient warrants the following:

- (1) All procurement transactions shall be done in a manner to provide open and free competition.
- (2) Subrecipient 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.

- (3) Awards shall be made to the bidder, or offeror, whose bid, or offer, is responsive to the solicitation and is most advantageous to Subrecipient, considering the price, quality, and other factors.
- (4) 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 Subrecipient. Any and all bids or offers, may be rejected when it is in Subrecipient's interest to do so.

**C. CODES OF CONDUCT**

Subrecipient warrants the following:

- (1) Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- (2) 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.
- (3) The officers, employees, and agents of Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to contracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of Subrecipient.

**CI. LICENSING AND PERMITTING**

Subrecipient warrants that all contractors or employees hired by Subrecipient shall have all current licenses and permits required for all the particular work for which they are hired by Subrecipient.

**22. MANDATED CONDITIONS AND OTHER LAWS**

- A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted, or provided, by Subrecipient in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes may, at the option of DEO, and within thirty calendar days written notice to Subrecipient, cause the termination of this Agreement and the release of DEO from all its obligations under this Agreement.
- B. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Paragraph (12), Default, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- C. Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.
- D. This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
- E. Subrecipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101, *et seq.*), and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

- F. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is subject to any modification in accordance with chapter 216, F.S., or the Florida Constitution.
- G. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- H. Any bills for travel expenses shall be submitted in accordance with section 112.061, F.S.
- I. If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income over \$500 shall be returned to DEO as required by 2 CFR 200.305(b)(9).
- J. Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement, or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. 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, F.S.
- K. 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. § 8302, unless it would not be in the public interest or unreasonable in cost.
- L. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly:
  - (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
  - (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kinds. Upon request of DEO's Inspector General, or other authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility. Such information may include, but is not limited to, Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subrecipient shall retain such records for the longer of:
    - (a) five years after the expiration of this Agreement; or
    - (b) the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- M. Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the suspension or debarment of Subrecipient. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subrecipient shall not be responsible for any costs of investigations that do not result in Subrecipient's suspension or debarment.
- N. Public Entity Crime: Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a



bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Subrecipient affirms that it is aware of the provisions of section 287.133(2)(a), F.S., and that at no time as Subrecipient been convicted of a Public Entity Crime. Subrecipient shall not violate such law and any conviction during the term of this Agreement may result in the termination of this Agreement in accordance with section 287.133(4), F.S.

- O. Advertising: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- P. Sponsorship: As required by section 286.25, F.S., if Subrecipient is a nongovernmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by [Subrecipient's name] and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" must appear in the same size letters or type as the name of the organization.
- Q. Mandatory Disclosure Requirements:
  - (1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Subrecipient or its affiliates.
  - (2) Convicted Vendors: Subrecipient shall disclose to DEO if it is on the Convicted Vendor List. A person or affiliate placed on the Convicted Vendor List following a conviction for a Public Entity Crime is prohibited from doing any of the activities listed in Subparagraph (22)(N) above for a period of 36 months from the date of being placed on the Convicted Vendor List.
  - (3) Vendors on Scrutinized Companies Lists: If this Agreement is in the amount of one million dollars and zero cents (\$1,000,000.00) or more, in executing this Agreement, Subrecipient certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.
    - (a) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Subrecipient is found to have submitted a false certification or if Subrecipient is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Agreement.
    - (b) If DEO determines that Subrecipient has submitted a false certification, DEO shall provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within ninety days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Subrecipient. If DEO's determination is upheld, the Subrecipient will be liable for a civil penalty equal to the greater of two million dollars and zero cents (\$2,000,000.00) or twice the amount of this Agreement, and Subrecipient will be

ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by Subrecipient.

- (c) In the event that Federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

(4) Discriminatory Vendors: Subrecipient affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Subrecipient been placed on the Discriminatory Vendor List. Subrecipient shall not violate such law during the term of this Agreement. Subrecipient shall disclose to DEO if it appears on the Discriminatory Vendor List. An entity or affiliate placed on the Discriminatory Vendor List pursuant to section 287.134, F.S., may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

R. Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

### 23. FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

- A. Federal grant funds provided under this Agreement may not be used by any Subrecipient or Subcontractor to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources (See 45 C.F.R. Part 93).
- B. Subrecipient certifies, by the authorized representative's signature to this Agreement, that to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any Federal 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.
- C. 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 Federal 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, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."
- D. Subrecipient shall comply with the requirements of 31 U.S.C. § 1352, and require all subcontractors of subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) to comply with 31 U.S.C. § 1352. In addition, Subrecipient shall ensure that all subawards contain the certification set forth in Subparagraph (23)(B) above and the content of Subparagraph (23)(C) above. Subrecipient shall require that all Subcontractors provide such certifications and, when applicable, submit the completed Disclosure Form to Report Lobbying. 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. Any person who makes an expenditure prohibited by Subparagraph (23)(B) or fails to file or amend the declaration required by Subparagraph (23)(C) shall be subject to a civil penalty of not less than ten thousand dollars and zero cents (\$10,000.00) and not more than one hundred thousand dollars and zero cents (\$100,000.00) for each such expenditure and such failure.

#### **24. 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 Subrecipient to the State of Florida.

- A. If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this 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, Subrecipient shall refer the discovery or invention to DEO 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, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.
- C. Within thirty days of execution of this Agreement, Subrecipient 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. Subrecipient 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. DEO shall then, under Paragraph B, have the right to all patents and copyrights which accrue during performance of this Agreement.

#### **25. LEGAL AUTHORIZATION**

- A. Subrecipient 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. Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.
- B. Prior to execution of this Agreement, Subrecipient shall disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Subrecipient (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Subrecipient has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Subrecipient's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

#### **26. PURCHASING**

- A. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by

or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. **Products Available from the Blind or Other Handicapped (RESPECT):** In accordance with section 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies: IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Subrecipient shall procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with section 403.7065, F.S.

#### **27. SEVERABILITY**

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

#### **28. STATEMENT OF ASSURANCES**

##### **A. INTEREST OF CERTAIN FEDERAL OFFICIALS**

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

##### **B. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS**

No member, officer, or employee of Subrecipient, 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, may 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. Subrecipient 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 section 112.061, F. S.

**C. NEPOTISM**

Subrecipient agrees to be bound by the provisions of section 112.3135, F. S., pertaining to nepotism in its performance under this Agreement.

**29. ATTACHMENTS AND EXHIBITS**

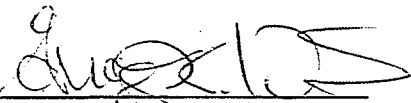
- A. All attachments and exhibits to this Agreement are incorporated as if set out fully herein.
- B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- C. This Agreement has the following attachments and exhibits:
  - Exhibit 1 – Audit Requirement
  - Exhibit 1-A – Funding Sources
  - Exhibit 2 – Audit Compliance Certification
  - Attachment A-1 – Community Services Block Grant Scope of Work
  - Attachment A-2 – Low-Income Home Energy Assistance Program Scope of Work
  - Attachment B – Certification Regarding Debarment
  - Attachment C – Justification of Advance
  - Attachment D – Property Management and Procurement
  - Attachment E – Subrecipient Information
  - Attachment F – Transparency Requirements

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STATE OF FLORIDA  
DEPARTMENT OF COMMERCE  
FEDERALLY FUNDED SUBGRANT AGREEMENT  
SIGNATURE PAGE

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement E2016, as amended. This Amendment is effective on July 1, 2023.

SUBRECIPIENT  
PALM BEACH COUNTY, FLORIDA

By:   
(Signature)

Gregg K. Weiss, Mayor

(Print/Type Name and Title Here)

Date: 8/3/23

59-6000785  
Federal Identification Number

XL2DNFMPCR44  
UEI Number

E2016  
Agreement Number

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

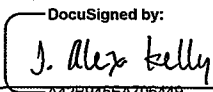
By:   
Senior Assistant County Attorney

APPROVED AS TO TERMS & CONDITIONS:  
Community Services Department

By:   
Department Director

Revised 6.16.23

STATE OF FLORIDA  
DEPARTMENT OF COMMERCE

By:   
(Signature)

J. Alex Kelly, Secretary  
Florida Department of Commerce

Date: 8/16/2023

Approved as to form and legal  
sufficiency, subject only to full and  
proper execution by the Parties.

Office of the General Counsel  
Florida Department of Commerce

By: 

Approved Date: 8/15/2023

STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
FEDERALLY FUNDED SUBGRANT AGREEMENT  
SIGNATURE PAGE

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions and provisions of the Agreement.

R2021 0783

SUBRECIPIENT JUN 15 2021  
PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: [Signature]  
(Signature)

By: \_\_\_\_\_

Dave Kerner, Mayor  
(Print/Type Name and Title Here)

Dane Eagle  
Executive Director

Date: 03/16/2021

Date: \_\_\_\_\_

59-6000785  
Federal Identification Number

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

078470481  
DUNS Number

Office of the General Counsel  
Department of Economic Opportunity

E2016  
Agreement Number

By: \_\_\_\_\_

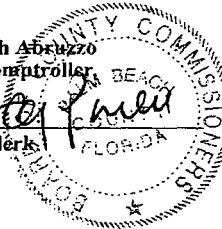
Approved Date: \_\_\_\_\_

APPROVED TO TERMS  
AND CONDITIONS

BY: [Signature: James Green]  
Department Head

Attest: Joseph Abruzzo  
Clerk and Controller

By: [Signature: Nancy Friel]  
Deputy Clerk



Approved as to Form and Legal  
Sufficiency

BY: [Signature: Helene C. Hovig]  
Senior Assistant County Attorney

**EXHIBIT 1**  
**AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of Economic Opportunity (Department or DEO) to the Subrecipient may be subject to audits and/or monitoring by DEO as described in the Agreement and as described further in this Exhibit. No provision of the Agreement is intended to limit the terms of this Exhibit, and no provision in this Exhibit is intended to limit the terms of the Agreement. The term "contract," as used throughout this Exhibit, means the Agreement, and any individual subaward granted to the Subrecipient through a Notice of Fund Availability (NFA).

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the Subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR § 200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

**PART II: STATE FUNDED**

This part is applicable if the subrecipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with



section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

**PART III: OTHER AUDIT REQUIREMENTS AUDITOR WORK PAPERS ON INTERNAL CONTROLS**

The Subrecipient will obtain the internal control work papers from the auditor(s) performing its annual independent financial statement audit. The Subrecipient will keep these work papers onsite as part of their financial records and will make these records available for review by DEO upon request. The Subrecipient further agrees that, upon request, DEO will also be provided other audit work papers as needed.

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.  
The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):	or	Paper (hard copy):
<a href="mailto:Audit@deo.myflorida.com">Audit@deo.myflorida.com</a>		Department Economic Opportunity
		MSC #75, Caldwell Building 107 East Madison Street
		Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or Paper (hard copy):  
Department Economic Opportunity  
MSC #75, Caldwell Building 107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

- End of Exhibit 1 -

**EXHIBIT 1-A****FUNDING SOURCES**

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

<b>Federal Awarding Agency:</b>	U.S. Department of Health and Human Services
<b>Catalog of Federal Domestic Assistance Title:</b>	Low-income Home Energy Assistance Program (formula grant)
<b>Catalog of Federal Domestic Assistance Number:</b>	93.568

<b>Federal Awarding Agency:</b>	U.S. Department of Health and Human Services
<b>Catalog of Federal Domestic Assistance Title:</b>	Community Services Block Grant (formula grant)
<b>Catalog of Federal Domestic Assistance Number:</b>	93.569

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

**Federal Program:**

1. Subrecipient shall use the LIHEAP funds to provide energy assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the most recently approved LIHEAP State Plan.
2. Subrecipient shall use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the most recently approved CSBG State Plan.
3. Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96.

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

N/A

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Federal Program: N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: N/A

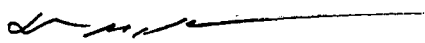

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

N/A

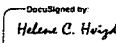
NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

*The remainder of this page is intentionally left blank.*

**EXHIBIT 2**  
**AUDIT COMPLIANCE CERTIFICATION**

<b>Audit Compliance Certification</b>			
<i>Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to audit@deo.myflorida.com.</i>			
Subrecipient:	Palm Beach County		
FEIN:	59-6000785	Subrecipient's Fiscal Year:	2020
Contact's Name:	Dave Kerner	Contact's Phone:	561-355-2203
Contact's Email:			
<p>1. Did Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Subrecipient expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>			
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 C.F.R. part 200, subpart F, as revised.</b></p>			
<p>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</p>			
			
Signature of Authorized Representative	Date		
Dave Kerner	Mayor		
Printed Name of Authorized Representative	Title of Authorized Representative		

Approved As To Form and Legal Sufficiency

By:   
 Senior Assistant County Attorney Page 26 of 58

**ATTACHMENT A-1**

**COMMUNITY SERVICES BLOCK GRANT  
SCOPE OF WORK AND FUNDING SOURCES**

**1. SUBRECIPIENT RESPONSIBILITIES**

Subrecipient shall comply with, and if applicable, shall ensure all subcontractors' compliance with, the following requirements:

**A. COMPLIANCE REQUIREMENTS**

- (1) Subrecipient shall use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the current CSBG State Plan.
- (2) Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96, as well as 2 C.F.R § 175.15(b) as it relates to 22 U.S.C 7104 Prevention of trafficking.

**B. PAYMENT AND DELIVERABLES**

Subrecipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Activity, as described in this Attachment for successful completion of the Deliverable, as solely determined by DEO.

Deliverable: Direct Client Services & Hours of Operation

- (1) Subrecipient shall provide services to a minimum of one client per month in accordance with the CSBG Annual Workplan, and section 1.D.(6) and 1.F. of this Attachment and shall have its main administrative office(s) open for business, with the entrance door open to the public, and at least one employee on site Monday through Friday, during the hours of 8:00 am to 5:00 pm. This operating hour requirement does not apply to Subrecipient's outreach locations (Minimum Level of Service).
- (2) Subrecipient shall submit a revenue and expense statement supporting costs in sufficient detail to evidence such costs were allowable, reasonable, allocable and necessary to serve eligible clients.
- (3) Subrecipient shall each month submit a Monthly Financial Activity as described in this Attachment.

**C. FINANCIAL CONSEQUENCES**

- (1) Failure to successfully complete the Minimum Level of Service for the above Deliverable, as determined by DEO in its sole discretion, will result in nonpayment. DEO shall not reimburse any expenditures associated with the Deliverable not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
- (2) Any Subrecipient which received funding in the previous Federal fiscal year will not have its present or future funding terminated or reduced below the proportional share of funding it received in the previous year, unless after notice, and opportunity for hearing on the record, DEO determines that cause existed for such termination or reduction subject to the procedures and review by the

Secretary of the U.S. Department of Health and Human Services as provided in 42 U.S.C § 9915 of the Community Services Block Grant Act (the "Act").

- (3) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by DEO. When a Subrecipient fails to comply with the terms of this Agreement, a temporary suspension of funding for enforcement purposes may be instituted but shall not constitute a statutory termination or reduction of funding as prescribed by 42 U.S.C. § 9915 of the Act.

#### D. DEFINITIONS

- (1) "Administrative Expense" – Those costs that refer to central executive functions that do not directly support a specific project or service. Costs that are incurred for common objectives that benefit multiple programs administered by Subrecipient. Administrative expenses relate to the general management of the organization, such as strategic direction, board development, Executive Director functions, accounting, budgeting, personnel, procurement, and legal services. (Information Memorandum from the Office of Community Services for the United States Department of Health and Human Services, IM No. 37).
- (2) "Applicant" – A person or persons who has submitted or requested an application for services.
- (3) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.
- (4) "Application Receipt" – The date an Applicant first submits an application for assistance.
- (5) "Community Action Plan" – the Community Action Plan as submitted by Subrecipient according to 42 U.S.C. § 9908(b)(11) of the Act. Subrecipient shall use the most recent DEO Community Action Plan template.
- (6) "Eligible Activities" – include, but are not limited to, the following:
  - (a) A range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem;
  - (b) Activities designed to assist eligible participants with low-income to:
    - (i) Secure and retain meaningful employment;
    - (ii) Attain an adequate education;
    - (iii) Make better use of available income;
    - (iv) Obtain and maintain adequate housing and a suitable living environment;
    - (v) Obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health related assistance;
    - (vi) Remove obstacles and solve problems that block the achievement of self-sufficiency;
    - (vii) Achieve greater participation in the affairs of the community; and
    - (viii) Make more effective use of other programs related to the purposes of the Act.
  - (c) Provide, on an emergency basis, for the provision of such supplies and services, nutritious food-stuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among individuals with low-income;
  - (d) Coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to individuals with low-income;
  - (e) Encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community; or
  - (f) Other activities which may be approved in writing by DEO.

- (7) "Eligible Entity" – any organization, public or nonprofit, officially designated as a community action agency or a community action program under the Federal Legislative provisions of Section 210 of the Economic Opportunity Act of 1964, for fiscal year 1981 or established after 1981 in compliance with Federal law to serve areas not served by an existing eligible entity. If such community action agency or community action program lost its designation under Section 210 of such act as a result of a failure to comply with the provisions of said act or who has been determined ineligible, a replacement community action agency will be designated in accordance with provisions of Federal Law.
- (8) "Eligible Participant" – those individuals whose total gross countable household income from all household members does not exceed 125 percent of the current Office of Management and Budget Poverty Guidelines.
- (9) "Federal Law" – unless otherwise specified, 42 U.S.C. Chapter 106, the Community Services Block Grant Act as amended and 45 C.F.R. Parts 16, 74 and 96.
- (10) "Household" – an individual or group of individuals living together as one economic unit.
- (11) "Population" – total number of residents for each county, excluding inmates of institutions, as extrapolated from the latest official State estimate of population by the University of Florida Bureau of Economic Research and Development. For limited purpose agencies as designated under title II of the Economic Opportunity Act of 1964 for fiscal year 1981 which served the general purposes of a community action agency under title II of such Act, "population" means the total estimated number of residents for each county or service area meeting the definition of that limited program.
- (12) "Program Expense" – program costs that can be specifically identified with delivery of a particular project, service, or activity undertaken by Subrecipient to achieve an outcome intended by the funding program. Program Expenses can include expenditures on some activities with administrative qualities, including salaries and benefits of program staff and managers, equipment, training, conferences, travel, and contracts that expressly relate to the delivery of an individual program or service funded by a specific grant source. (Information Memorandum from the Office of Community Services for the United States Department of Health and Human Services, IM No. 37,).
- (13) "Subrecipient" – in general, for Federal program purposes, "Subrecipient" is any organization, public or nonprofit, determined by DEO to be an Eligible Entity to receive funding pursuant to an agreement for an approved program and operating budget for delivery of Eligible Activities. Subrecipients include nonprofit organizations, migrant and seasonal farmworker organizations, and local governments as defined in the following paragraphs (a)-(c), provided such Subrecipient is in good standing or has not been determined ineligible. For purposes of this Agreement, "Subrecipient" is the entity entering into this Agreement with DEO.
  - (a) "Nonprofit organization" – an organization created according to State law to provide services to benefit the general public.
  - (b) "Migrant and seasonal farmworker organization" – an organization funded to provide direct services to a target population of migrant and seasonal farmworkers under the CSBG Program and having a Board of Directors composed of at least 51 percent representatives of migrant and seasonal farmworkers.
  - (c) "Local government" or "local governing authority" – the governing body of a county or municipality.
- (14) "Secondary Administrative Expense" – an Administrative Expense to support Eligible Activities as defined in Paragraph (6) above, for which program activities are directly funded or governed by a source other than CSBG.



#### E. SUBRECIPIENT BOARD REQUIREMENTS

- (1) In accordance with the requirements of 42 U.S.C. 9910(a), an Eligible Entity receiving CSBG funds pursuant to this Agreement shall establish a board in accordance with the following:
  - (a) For a private non-profit entity:
    - (i) one-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives. Letters reaffirming the delegation, signed by the elected officials, shall be required each year regardless of the number of years the terms run. Agencies providing services in multi-county areas are required to submit to DEO a plan to ensure representation of every county served. When an entity expands to include a new county into its service area, the new county must be represented on the board by an elected public official currently holding office, or their representative for the first two years.
    - (ii) Not fewer than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of individuals and families with low-income in the area served. Each member selected to represent a specific neighborhood within a community must reside in the neighborhood represented by the member.
    - (iii) The remainder of the members are officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community served. Interest groups are organizations with nonprofit status, incorporated and registered with the office of the Florida Secretary of State.
  - (b) For Public Organizations:
    - (i) A tripartite board, which shall have members selected by the organization and shall be composed so as to assure that not fewer than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that these members;
      - I. are representative of low-income individuals and families in the neighborhood served;
      - II. reside in the neighborhood served; and
      - III. are able to participate actively in the development, planning, implementation, and evaluation of programs funded under this Agreement; or
    - (ii) another mechanism specified by the State to assure decisionmaking and participation by low-income individuals in the development, planning, implementation, and evaluation of programs funded under this chapter.
- (2) Subrecipient shall demonstrate that the CSBG program is administered through a tripartite board that meets the requirements of 42 U.S.C. § 9910(a) or (b) by maintaining documentation including, but not limited to, the following:
  - (a) Board member application, resume, letter of intent to serve, background check or due diligence documentation;
  - (b) Minutes of the member's seating and re-seating if serving more than a single term;
  - (c) Appointment letter;
  - (d) Yearly reaffirmation letters (for public sector members);
  - (e) Vacancy declaration;

- (f) Resignation letter or notification of term end;
  - (g) Election selection documentation (for low-income sector members);
  - (h) Excused/unexcused absence documentation; and
  - (i) Signed Conflict of Interest Form
- (3) The board of directors will fully participate in the development, planning, implementation, and evaluation of the CSBG program to serve communities and individuals with low-income. Full participation includes, but is not limited to, regular attendance at board meetings, participation on board committees, knowledge of the organization's mission and goals, and fiduciary duties. Regular attendance is defined as at least seventy percent of the seated members attending at least two-thirds of the regularly scheduled board meetings each year as designated in Subrecipient's bylaws or governing documents.
- (4) Subrecipient's bylaws or governing documents shall include a procedure which will allow individuals with low-income, community organizations, and religious organizations to petition for adequate representation on the board if they feel inadequately represented.
- (5) All board of director's meetings and board committee meetings are subject to Florida's Government in the Sunshine Law (section 286.011, F.S.), as stated in Paragraph (18)(G) of this Agreement and shall be publicly noticed at least seven calendar days but not more than thirty calendar days prior to the date on which the meeting is scheduled. Such notices must be given by publishing meeting information by methods acceptable under the Florida Sunshine Law. If immediate danger to the public health, safety or welfare occurs requiring emergency action by the board, a board meeting may be scheduled by any procedure that is fair under the circumstances and necessary to protect the public interest.

**F. PROGRAM TASKS & REQUIREMENTS**

- (1) Subrecipient shall administer the CSBG Program in accordance with information and directives provided in DEO-issued Information Memorandum notifications, DEO-issued policy directives (if any), and this Agreement.
- (2) Subrecipient shall use the funds pursuant to this Agreement to carry out Eligible Activities that include, but are not limited to:
- (a) Supporting activities that are designed to assist families and individuals with low income, including families and individuals receiving assistance under Part A of Title IV of the Social Security Act (42 U.S.C. § 601, *et seq.*), homeless families and individuals, migrant and seasonal farm workers, and elderly individuals and families with low income;
  - (b) Addressing the needs of youth in communities with low income through youth development programs that support the primary role of the family; and
  - (c) Making effective use of and coordinating with other programs.
- (3) Subrecipient must maintain the following written policies:
- (a) A policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
  - (b) A policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files. Subrecipient shall, in collecting Applicants' social security numbers, use the Notice Regarding Collection of Social Security Numbers. The Notice shall be signed by the Applicant and maintained in the client file.

- (c) A policy that shall include, at a minimum, types of services provided, written appeal procedures, internal monitoring processes, and family self-sufficiency guidelines.
  - (d) A policy for providing written notice of denial and appeal for any Applicant denied CSBG services. The notice must include the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, Subrecipient must explain what specific documents are required in order for the applicant to reapply for services.
- (4) In accordance with 42 U.S.C. § 9919(a), as amended, Subrecipient may conduct drug testing on CSBG program participants. If Subrecipient does so, it must inform participants who test positive and refer them to treatment facilities.
  - (5) All records, correspondence, employee time sheets, board minutes, board meeting notices and other documents related to CSBG funded activities shall be available for public inspection during normal business hours.
  - (6) Subrecipient shall maintain documentation to demonstrate coordination and non-duplication of services with other anti-poverty programs in each community served.
  - (7) In accordance with 42 U.S.C. § 9919, as amended, Subrecipient assures that it will inform custodial parents in single parent homes who participate in CSBG-funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.
  - (8) If Subrecipient administers a transportation program, it must comply with chapter 427, F.S., to coordinate with the appropriate transportation provider(s).
  - (9) Subrecipient's form CSBG Annual Workplan must be consistent with the most recent community needs assessment officially adopted by Subrecipient's board of directors.
  - (10) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all CareerSource Florida, Inc. boards in its service area. The MOU shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG Program and CareerSource Florida, Inc. "One-Stop" delivery system, services and information. Subrecipient shall review and renew the MOU at least once every three years. The current MOU must be submitted to DEO with this executed Agreement.
  - (11) Subrecipient shall be in a location and operate during hours available to Applicants and in accordance with the days and times as described in section 1.B.(1).
  - (12) Subrecipient shall develop and implement a Family Self-Sufficiency Program (FSSP). The FSSP represents a community and neighborhood-based approach to the organization and delivery of locally available social services in order to help eligible families become self-reliant and independent of all forms of public assistance. The program shall be designed to identify the needs of participating families and to deliver a comprehensive and coordinated set of services to facilitate the participant's efforts to achieve and maintain self-sufficiency.
  - (13) Subrecipient shall have appropriate staff attend training sessions scheduled by DEO to cover CSBG policies and procedures.
  - (14) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.
  - (15) Subrecipient must comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) and maintaining an active and current profile in the System for Award Management (SAM) (<https://sam.gov/SAM/>).

#### G. CLIENT ELIGIBILITY

- (1) Subrecipient shall certify that each household receiving CSBG funded services is income eligible. The sum of all countable income from all household members must be used in determining eligibility. The total gross household income cannot exceed 125 percent of the current Office of Management and Budget Poverty Guidelines.

- (2) Subrecipient shall use income documentation of all household income sources that is no more than one year old and maintain the documentation in the client file. In the event that the Applicant cannot provide income documentation, Subrecipient shall require the Applicant to provide a signed self-declaration of income to attest to the applicant's verbal declaration of total household income. This self-declaration must specify the reasons that no current income documentation can be supplied by the applicant and a statement of how the applicant is providing for his/her basic needs.
- (3) In calculating total gross household income, Subrecipient shall abide by the current year Sources of Allowable Income to determine what is and is not counted as income.

#### H. ELIGIBLE PARTICIPANT RECORDS

Subrecipient shall maintain information in a file for each CSBG Eligible Participant that includes at least the following information:

- (1) Applicant's name, address, sex, race, and age;
- (2) Names, ages, and identification documentation of all household members;
- (3) Social Security Numbers and documentation of such numbers for all household members or the citation to the applicable exemption;
- (4) Income amount and method of verification for all household members;
- (5) Income documentation to support eligibility;
- (6) Statement of self-declaration of income, if applicable;
- (7) Signed Notice Regarding Collection of Social Security Numbers;
- (8) Date Applicant was interviewed, services provided to the Applicant and documentation of any denial of services;
- (9) A signed CSBG Application with signatures of the Applicant, and Subrecipient's representative and supervisory staff;
- (10) Photo identification, both expired and current, when providing assistance with CSBG funds for the Applicant to secure current identification documentation;
- (11) Rental/lease agreement or mortgage when providing rental or mortgage assistance with CSBG funds.

#### 2. REPORTS

Subrecipient shall submit the following reports to DEO as specified below.

##### A. ANNUAL REPORTS

- (1) IRS Form 990: Subrecipients that are below the \$750,000 threshold for all Federal awards in its fiscal year, are non-profit entities, and exempt from the Federal Single Audit Act requirements, shall submit with its Agreement proposal a copy of its most recent IRS Form 990.
- (2) CSBG Annual Report: Subrecipient shall complete and submit the CSBG Annual Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
- (3) Community Action Plan: Subrecipient shall submit its completed Community Action Plan on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
- (4) Organizational Standards Field Guide: Subrecipient shall submit its completed Organizational Standards Field Guide and any requested supporting documentation on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.

**B. MONTHLY REPORTS:**

- (1) Subrecipient shall submit to DEO the CSBG Monthly Financial Activity no later than the twenty-first day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the Financial Activity regardless of whether funds were expended. DEO will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in and submitted with the Financial Activity. Only with prior approval by DEO will more than one reimbursement be processed for any calendar month. The Monthly Financial Activity must be submitted in DEO's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the twenty-first day of the month falls on a weekend day or holiday, the Monthly Financial Activity shall be due on the next business day.
  - (a) Each Monthly Financial Activity shall contain the following information, at a minimum:
    - (i) all expenditures that occurred during the reporting month,
    - (ii) the amount of reimbursement requested, and
    - (iii) the number of clients served.
  - (b) An authorized signatory shall sign, date, and attest to the veracity of each Monthly Financial Activity. Subrecipient's submission of a signed and completed Monthly Financial Activity is Subrecipient's acknowledgement and certification that all expenditures listed therein: are reasonable, necessary, allowable, and allocable; were expended in accordance with the terms and conditions of this Agreement as well as all applicable federal, state, and local laws, regulations and written guidance; and have been reconciled with supporting documentation by Subrecipient, which is readily available to Recipient upon request.
  - (c) DEO shall review each Monthly Financial Activity for compliance with the requirements as stated in this Attachment of this Agreement.
- (2) Subrecipient shall submit the Monthly Client Services Report via the current online client tracking and reporting system to DEO no later than the twenty-first day of each month following the end of the reporting month in which clients were served.

**C. BOARD MINUTES**

Copies of minutes of board meetings, draft or signed, shall be provided to DEO no later than thirty calendar days from the date of the meeting. If the thirtieth day falls on a weekend day or holiday, the minutes shall be due on the next business day.

**D. MONITORING REPORT RESPONSES**

Subrecipient shall provide a written response to DEO for all monitoring report findings or concerns no later than thirty-five calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the thirty-fifth day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.

**E. COST ALLOCATION PLAN**

Per title 2 C.F.R. section 200.405, Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To

document this, Subrecipient must submit a copy of its written Cost Allocation Plan to DEO with this Agreement.

**F. INDIRECT COST RATE PROPOSAL**

A Subrecipient of federal awards is required to have an approved, federally recognized indirect cost rate negotiated between such subrecipient and the Federal Government. If no such rate exists, then Subrecipient shall have either a rate negotiated with DEO (in compliance with title 45 C.F.R. part 75), or a *de minimis* indirect cost rate as set forth in title 45 C.F.R. § 75.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to DEO with this Agreement. If Subrecipient chooses to use the *de minimis* rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to DEO to that effect with this executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

**G. CLOSE-OUT REPORT**

The CSBG Close-Out Report is due forty-five calendar days after termination of the Agreement or forty-five calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the forty-fifth calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the Close-Out Cover Sheet, the CSBG Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

**H. OTHER REPORTS**

Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.

**I. SUBMISSION**

Unless otherwise noted, reports shall be submitted to Subrecipient's designated Contract Manager as assigned by DEO and delivered by standard mail or electronic mail using the contact information provided in paragraph 15 of this Agreement.

**3. PROGRAM STATUTES AND REGULATIONS**

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

The applicable documents governing service provision regulations are in the 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 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2 C.F.R., Part 200" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 31 C.F.R. 31.2 and 48 C.F.R. 931.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and 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, 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 programs or activities receiving Federal Financial Assistance from HHS;
- (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;

**B. FUNDING AVAILABILITY FOR EXPENDITURE**

Funds are available for expenditure in accordance with the Act and 45 C.F.R. Part 96. The CSBG Program is authorized and funded through the Federal Department of Health and Human Services. For states, local governments and non-profits, follow the Uniform Guidance for cost principles, administrative requirements, audit requirements, and the laws and procedures applicable to the CSBG Program.

**C. FUNDS DISTRIBUTION**

Funding of Eligible Entities shall be awarded based on an allocation plan designed to facilitate statewide expansion of the community action network and a gradual equalization of funding based in part on the percentage of the poverty population for the service area. Pursuant to H.R. 3061, the Department of Labor, Health and Human Services, and Education, and Related Agencies appropriations Act of 2002, CSBG funds shall be distributed by DEO to Eligible Entities in accordance with the requirements in 42 U.S.C § 9907.

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

As required by Section 508 of Public Law 103-333, when issuing 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 subrecipients 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 nongovernmental sources.

**E. INTEREST FROM CASH ADVANCES**

Subrecipients shall invest cash advances in compliance with OMB Uniform Guidance and 2 C.F.R. 200.305, Payment.

**F. PROGRAM INCOME**

Pursuant to 2 C.F.R. § 200.307 and 200.80, Subrecipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to DEO at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by DEO.

**G. INSURANCE**

- (1) Non-Profit Organizations: Subrecipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of Subrecipient 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 CSBG agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement.

- (2) **Local Governments:** Subrecipient agrees to purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement.

#### H. MONITORING

- (1) DEO shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.
- (2) DEO shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by DEO of Subrecipient need.
- (3) DEO shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and Federal funding agency.

#### 4. CSBG ASSURANCES

Subrecipient hereby assures and certifies as a condition of receipt of CSBG 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 CSBG funds, Subrecipient assures and certifies that:

- A. Subrecipient possesses the legal authority to apply for the grant, and that the contract proposal has been approved by Subrecipient's governing body, including all assurances contained herein.
- B. Subrecipient will use CSBG funds to provide services and activities having measurable and potentially major impact on causes of poverty in the community. Funds not used during the Agreement period will be returned to DEO with the close-out report.
- C. Subrecipient will provide for coordination among anti-poverty programs in each community.
- D. Subrecipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of Subrecipient, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with audit procedures and prescribed management policies of Subrecipient.
- E. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. Subrecipient will notify DEO in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG funds.
- F. Subrecipient will give DEO, the Auditor General or any authorized representative complete access to examine all records, books, papers or documents related to all fiscal and program operations of the grant, including those of any subcontractor.
- G. Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes; 42 U.S.C. § 9918(c), as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.
- H. Subrecipient will comply with 42 U.S.C. § 9918, as amended, which prohibits use of CSBG funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- I. CSBG administrative expenses shall not exceed 15 percent of the total final CSBG expenditures at close out. Any amount in excess of this limit shall be refunded to DEO at time of Agreement close out.
- J. If Secondary Administrative Expenses are requested, the following conditions must be met:



- (1) Subrecipient must submit form CSBG Secondary Administrative Expenses prior to issuance of a NFA.
  - (2) The administrative expenses of the secondary grant source must be fully utilized prior to using CSBG funds for secondary administrative expenses.
  - (3) CSBG funds may not be used to increase administrative expenses for a secondary grant source above 15 percent of the secondary grant source's total grant amount.
  - (4) Only Subrecipient is eligible for these funds. Secondary administrative expenses may not be claimed or used by subcontractors.
  - (5) All contracts and fiscal expense documentation related to the grant sources for which secondary administrative expense is claimed must be made available to DEO upon request.
  - (6) Audit costs, travel, and association dues are not allowable secondary administrative expenses.
  - (7) Under no circumstances shall secondary administrative expenses be approved for costs already covered by the secondary grant source, nor for any other administrative costs exceeding the total of 15 percent of the total secondary grant source budget.
- K. This Agreement and all its Attachments are true and correct.
- L. In accordance with 42 U.S.C. § 9918(b), as amended, Subrecipient will prohibit any political activities by Subrecipient or employees in accordance with the Hatch Act restrictions on political activity.
- M. In accordance with 42 U.S.C. § 9908(b)(11), as amended, Subrecipient must provide DEO with a Community Action Plan using the most current DEO Community Action Plan template. The Community Action Plan must be supported by a community needs assessment for the community or communities served and be consistent with form CSBG Annual Workplan. The community needs assessment must at a minimum include the following:
- (1) Agency mission statement;
  - (2) Agency service delivery system;
  - (3) Linkages and funding coordination;
  - (4) Case management system; and
  - (5) List of services and programs, including National Performance Indicators.
- N. Subrecipient agrees to adhere to a provision of 42 U.S.C. § 9907(a)(1), as amended, and the current Florida CSBG State Plan regarding the recapture of unobligated funds.
- O. Each Subrecipient receiving an allotment for a Federal fiscal year shall adhere to the Application and Plan assurances set forth in 42 U.S.C. § 9908, as amended.
- P. Subrecipient assures that this Agreement has been approved by Subrecipient's governing body by official action, and the signatory is duly authorized to sign the Agreement.
- Q. Subrecipient shall have appropriate staff attend training sessions conducted by DEO.
- R. Subrecipient shall comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment. Subrecipient further agrees that this language will be included in any subawards which contain provisions for children's services and that all subcontractors 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 one thousand dollars and zero cents (\$1,000.00) per day.
- S. Direct Federal grants, subawards, or contracts funded through CSBG shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Subrecipients

must take steps to separate, in time or location, their inherently religious activities from the services funded under the CSBG program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the HHS website at: <https://www.hhs.gov/about/agencies/iea/partnerships/about-the-partnership-center/understanding-the-regulations-related-to-the-center-for-faith-and-opportunity-initiatives/index.html>.

- T. This award is subject to the requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104). The use of Federal funds from this Agreement constitutes Subrecipient's acceptance of these terms and conditions.

- End of Attachment A-1 -

**ATTACHMENT A-2**

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM  
SCOPE OF WORK AND FUNDING SOURCES**

**1. SUBRECIPIENT RESPONSIBILITIES**

Subrecipient shall comply with, and if applicable, shall ensure all subcontractors' compliance with, the following requirements:

**A. COMPLIANCE REQUIREMENTS**

- (1) Subrecipient shall use the LIHEAP funds to provide energy assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the current LIHEAP State Plan.
- (2) Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. chapter 106, and all applicable regulations as set forth in title 45 C.F.R. part 75 and part 96, as well as 2 C.F.R § 175.15(b) as it relates to 22 U.S.C 7104 Prevention of trafficking.

**B. PAYMENT AND DELIVERABLES**

Subrecipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Activity, as described in this Attachment for successful completion of the Deliverable, as solely determined by DEO.

Deliverable: Direct Client Services and Hours of Operation

- (1) Subrecipient shall provide services to a minimum of one household per month in accordance with the LIHEAP Annual Workplan, and section E. and section F. of this Attachment to this Agreement and shall have its main administrative office(s) open for business, with the entrance door open to the public, and at least one employee on site Monday through Friday, during the hours of 8:00 am to 5:00 pm. This operating hour requirement does not apply to Subrecipient's outreach locations (Minimum Level of Service).
- (2) Subrecipient shall submit a revenue and expense statement supporting costs in sufficient detail to evidence such costs were allowable, reasonable, allocable and necessary to serve eligible clients.
- (3) Subrecipient shall each month submit a Monthly Financial Activity as described in this Attachment.

**C. FINANCIAL CONSEQUENCES**

- (1) Failure to successfully complete the Minimum Level of Service for the above Deliverable, as determined by DEO in its sole discretion, will result in nonpayment. DEO shall not reimburse any expenditures associated with the Deliverable not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
- (2) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by DEO. When a Subrecipient fails to comply with the terms of this Agreement, a temporary suspension of funding for enforcement purposes may be instituted.

#### D. DEFINITIONS

- (1) "Administrative Expense" – Those costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with financial and administrative management of the program.
- (2) "Applicant" – A person or persons who has submitted or requested an application for services.
- (3) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.
- (4) "Application Receipt" – The date an Applicant first submits an application for assistance.
- (5) "Client" – An Applicant, household or customer whose application for assistance has been approved.
- (6) "Crisis Assistance" – Assistance provided to an Applicant with no access to, or in danger of losing access to, needed home energy. Subrecipient may provide up to two (2) Crisis Assistance benefits per year.
  - (a) A maximum of one (1) summer Crisis Assistance benefit may be applied to a Client's account during the cooling season, April to September.
  - (b) A maximum of one (1) winter Crisis Assistance benefit may be applied to a Client's account during the heating season, October to March.
  - (c) May be used to pre-pay home energy usage.
- (7) "Eligible Actions" – All applications for Crisis Assistance must be acted upon by Subrecipient with an Eligible Action taken to mediate the crisis within eighteen (18) hours of Application Receipt. Eligible Actions include:
  - (a) Approval of application;
  - (b) Denial of application pending further information;
  - (c) Denial of application because Applicant is deemed ineligible;
  - (d) Contact utility vendor to halt power disconnection or interruption in services; or
  - (e) Written referral to, along with providing Applicant assistance in contacting, another agency if LIHEAP funding is not available or the Applicant is ineligible.
- (8) "Home Energy Assistance" – Assistance provided to an Applicant to reduce the Applicant's overall home energy burden. Subrecipient must provide at least one (1) Home Energy Assistance benefit per calendar year.
  - (a) A Client may not receive more than one (1) Home Energy Assistance benefit per calendar year.
  - (b) The benefit is not contingent upon current or past due amounts and can be used as a direct credit to the Client's account.
  - (c) May be used to pre-pay home energy usage up to the amount the Client is eligible to receive.
  - (d) Must follow the current benefit payment matrix provided by DEO.
- (9) "Home Energy Crisis" – shall be defined as no access or being in immediate danger of losing access to needed home energy because of any of the following:
  - (a) The Applicant's home cooling or heating energy source has been cut off;
  - (b) The Applicant has been notified that the energy source for cooling or heating is going to be cut off;
  - (c) The Applicant has received a notice indicating the energy source is delinquent or past due;
  - (d) The Applicant is unable to get delivery of fuel for heating, is out of fuel for heating, or is in danger of being out of fuel for heating;

- (e) The Applicant has a bill for which the due date has lapsed; or
  - (f) The Applicant has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair or purchase of heating or cooling equipment, or needing interim emergency measures to avoid further crisis.
- (10) "Outreach Expenses" – costs incurred in delivering LIHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake, costs for advertising, costs for application supplies and storage of client files.
- (11) "Reasonable Promptness" – Means within fifteen (15) working days of Application Receipt.

**E. PROGRAM TASKS & REQUIREMENTS**

- (1) Subrecipient will administer the LIHEAP Program in accordance with information and directives provided in DEO-issued Information Memorandum notifications, DEO-issued policy directives (if any), and this Agreement.
- (2) Subrecipient shall conduct outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children, and those with the highest home energy burden are made aware of the assistance available under this Agreement.
- (3) Subrecipient shall assist each Applicant in securing help through other community resources when LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an Applicant.
- (4) Subrecipient shall maintain the following written policies:
  - (a) A written policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
  - (b) A written policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files. Subrecipient shall, in collecting Applicants' social security numbers, use the Notice Regarding Collection of Social Security Numbers. The Notice shall be signed by the Applicant and maintained in the Client file.
  - (c) A written policy to assure that all energy vendors to which energy assistance payments are made comply with the requirements of section H of this Attachment.
  - (d) A written policy on how to document and verify that an Applicant meets the definition of a Home Energy Crisis and is eligible for Crisis Assistance.
  - (e) A written policy to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.
  - (f) A written policy for determining Applicant's eligibility for receiving benefits under the LIHEAP program.
  - (g) A written appeals and complaint policy that provides an opportunity for a fair administrative hearing to Applicants or Clients whose applications for assistance are denied or whose applications are not acted upon with Reasonable Promptness. Subrecipient shall post its appeal and complaint policy in a prominent place within Subrecipient's office viewable by all Applicants and Clients.
- (5) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish a written Notice of Denial and Appeals for each Applicant denied assistance. At a minimum, the written Notice of Denial and Appeals shall contain:

- (a) Name of Applicant;
  - (b) Date of Application;
  - (c) Type of benefit sought;
  - (d) Reason(s) for denial;
  - (e) Statement on Subrecipient's benefit limits, if applicable;
  - (f) Statement of appeals process;
  - (g) Explanation of the circumstances under which the Applicant may reapply;
  - (h) Explanation of the information or documentation needed for the Applicant to reapply;
  - (i) Name, phone number, and address applicable to the appeal process; and
  - (j) Number of days the Applicant has to file the appeal.
- (6) At a minimum, Subrecipient's appeals process must provide an opportunity for an Applicant or Client to file a written appeal or complaint with Subrecipient's Program Supervisor within ten (10) working days of receipt of the written Notice of Denial and Appeal:
- (a) Upon receipt of a validly filed appeal or complaint, Subrecipient shall respond in writing within ten (10) working days.
  - (b) The Applicant or Client may appeal Subrecipient's first response by filing its objections to the response with Subrecipient's Director, Executive Director or Board Chair, as applicable, within five (5) working days of receipt of the first response.
  - (c) Upon receipt of a validly filed objection to the first response, Subrecipient shall respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and, if applicable, the circumstances under which the Applicant or Client may re-apply for services.
- (7) Subrecipient shall make payments to energy vendors on behalf of eligible 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 Applicants that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.
- (8) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in its service area. The MOU will detail cooperative efforts and shall describe the actions that will be taken by both parties to assure coordination, partnership, and referrals. The Subrecipient shall review and renew the MOU at least every five years. Subrecipient, in coordination with the local WAP agency, shall develop a system by which LIHEAP Clients who have received more than three (3) LIHEAP benefits in the last eighteen (18) months and who are homeowners, are referred to the WAP provider. Subrecipient shall maintain records sufficient to document referrals.
- (9) Subrecipient shall enter into an MOU with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Subrecipient shall review and renew the MOU at least every five (5) years. The MOU will detail how LIHEAP and EHEAP records (for households with elderly members) will be checked to avoid duplicate Crisis Assistance payments during the same season. Subrecipient shall maintain records sufficient to document coordination.
- (10) Subrecipients serving multi-county areas shall provide DEO 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 Subrecipient's Multi-County Fund Distribution Form.

- (11) Subrecipient shall agree to treat owners and renters equitably under the Agreement.
- (12) Subrecipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHEAP benefits. Subrecipient shall post the following statements in a prominent place visible to all Applicants and Clients: *"No money, cash or checks, will be requested or accepted from Applicants or Clients for LIHEAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head."*
- (13) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as stated in section B. (1) of this Attachment.
- (14) Subrecipient shall refund to DEO, with non-federal funds, all funds incorrectly paid on behalf of Clients that cannot be collected from the Client.
- (15) Subrecipient shall have appropriate staff attend training sessions scheduled by DEO to cover LIHEAP policies and procedures.
- (16) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.
- (17) Subrecipient shall be in a position to accept applications after execution of this Agreement and adequate funding is provided. Subrecipient shall continue taking applications until this Agreement expires or funds are exhausted, whichever comes first.
- (18) Subrecipient shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number ([www.dnb.com](http://www.dnb.com)) and maintaining an active and current profile in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>).
- (19) Subrecipient shall publish and publicize its local outreach office telephone number, as well as the days and times the outreach office is open. If applicable for the area served, Subrecipient shall have a toll-free telephone number.

**F. CLIENT SERVICES AND BENEFITS**

- (1) Subrecipient shall provide LIHEAP Home Energy Assistance benefits based on the state-provided LIHEAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines.
- (2) The following maximum benefits will be available to eligible Applicants:
  - (a) One (1) non-crisis Home Energy Benefit per twelve (12) month period;
  - (b) One (1) summer energy-related Crisis Assistance benefit between April 1 and September 30 each year; and
  - (c) One (1) winter energy-related Crisis Assistance benefit between October 1 and March 31 each year.
- (3) Based on local need for LIHEAP services and other non-LIHEAP energy assistance resources in its service area, Subrecipient may limit Crisis Assistance benefits to less than those stated in section F. (2) of this Attachment, but not less than one (1) Crisis Assistance benefit per year.
- (4) Subrecipient shall determine the correct amount of each Crisis Assistance benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by DEO. DEO will inform the Subrecipient of the maximum crisis benefit prior to the beginning of each program year.
- (5) When the Applicant is in a crisis situation the Subrecipient shall take one or more Eligible Actions that will resolve the emergency, within eighteen (18) hours of Application Receipt for a life threatening situation or forty-eight (48) hours of Application Receipt for a non-life threatening situation, using a Crisis Assistance benefit and documenting the Client file with which Eligible Action was used.
- (6) For all approved applications, Subrecipient shall make payments to vendors on behalf of approved Applicants no more than forty-five (45) calendar days from the Application Date.

- (7) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish in writing to each approved Applicant a Notice of Approval and Appeals which includes:
- (a) Type and amount of assistance;
  - (b) Name of the energy vendor to be paid on the Client's behalf;
  - (c) The next date when the Client will be eligible to apply for further assistance; and
  - (d) Subrecipient's Appeal policy.
- (8) For Crisis Assistance Applicants, Subrecipient shall compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate Crisis Assistance payments during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement.
- (9) Applicant eligibility shall be based on the following factors:
- (a) Subrecipient may only assist Applicants who are, or were, residing in its LIHEAP service area at the time the home energy costs were incurred.
  - (b) The Applicant must complete an application and return all required information and verification to Subrecipient or subcontractor.
  - (c) The Applicant must provide a utility, or fuel, bill verifying an obligation to pay home energy costs.
  - (d) The Applicant 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) To receive a Crisis Assistance benefit, the Applicant must meet the requirements of having a verifiable Home Energy Crisis as this term is defined in section D. (9) of this Attachment.
  - (f) If the Applicant lives in government subsidized housing, Subrecipient shall determine if all or part of Applicant's utility costs are paid directly or indirectly by the government and then take the following appropriate action:
    - (i) Subrecipient shall not provide assistance to an Applicant if Applicant's home heating and cooling costs are totally included in Applicant's rent and Applicant has no obligation to pay any portion of the costs.
    - (ii) For Crisis Assistance Only: If the Applicant receives an energy subsidy through Section 8 or a Public Housing Authority, then Subrecipient shall 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.
    - (iii) For Home Energy Assistance Only: If utility costs are not paid directly or indirectly by a government entity, the Applicant is eligible for a Home Energy Assistance benefit with no deductions at the same level as other Applicants.
  - (g) The Applicant 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.
  - (h) The Applicant must not be a student living in a dormitory.
- (10) Calculation of income eligibility:
- (a) Use the past 30 days earnings for all occupants of the household annualized, or the Applicant's most current economic situation, whichever is lower.
  - (b) Reference the current year Sources of Allowable Income to determine what is and is not considered as allowable income.



- (c) Total household income cannot exceed the 150% poverty level as set forth in the Poverty Income Guidelines.
- (d) If an Applicant cannot document household income and does not receive food stamps, the Subrecipient shall accept a signed self-declaration of income statement that adequately explains exceptional circumstances and gives the amount of the Applicant's income.
- (e) No household may be excluded solely on the basis of income if the household income is less than 110% of the poverty level.

**G. CLIENT RECORDS**

Subrecipient shall maintain information in a file for each LIHEAP Client that includes at least the following information:

- (1) Client's name, address, sex, and age, and customer name on utility account (if not the Client);
- (2) Names, ages, and current identification documentation (no more than one year expired) of all household members;
- (3) Social Security Numbers and documentation of such numbers for all household members or the citation to the applicable exemption;
- (4) Signed Notice Regarding Collection of Social Security Numbers;
- (5) Income amount and method of verification for all household members;
- (6) Income documentation to support eligibility;
- (7) Signed statement of self-declaration of income, if applicable;
- (8) Signed statement of how basic living expenses, such as food, shelter, and transportation are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
- (9) Copies of approval or denial letters, including appeal procedures, provided to the Client;
- (10) Documentation of disability income or physician's statement if preference or additional benefit provided due to a disability;
- (11) Documentation of Client's obligation to pay the energy bill for the residence in which Client resides;
- (12) Signed Authorization for Release of General and/or Confidential Information for LIHEAP
- (13) Data, or notation that the Client did not sign the waiver;
- (14) Utility Account Number;
- (15) If LIHEAP prevented disconnection or restored an energy disruption; and
- (16) A signed LIHEAP application with signatures of the Applicant, Subrecipient's representative, and supervisory staff.

**H. ENERGY VENDORS**

- (1) Unless special circumstances exist which permit Subrecipient to make a payment in the form of a two-party check made payable to the Client and the energy vendor, Subrecipient shall negotiate and maintain written agreements (the "Vendor Agreement") with energy vendors which must at a minimum include:
  - (a) The beginning and ending date of the Vendor Agreement.
  - (b) The name and/or title of key contact staff with both the Subrecipient and energy vendor who are authorized to resolve a crisis situation and make a payment commitment on behalf of a Client.
  - (c) A description of how Subrecipient shall make energy payments directly to the energy vendor on behalf of LIHEAP Clients.

- (d) Assurances from the energy vendor that no household receiving LIHEAP assistance will be treated adversely by the energy vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
  - (e) Assurances from the energy vendor that it will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
  - (f) A statement that only energy related elements of a utility bill are to be paid. No water or sewage charges may be paid except if required by the energy vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the Client or Subrecipient.
  - (g) A statement that Subrecipient may not pay for charges that result from illegal activities such as a bad check or meter tampering. A statement that the energy vendor is aware that those charges are the responsibility of the Client.
  - (h) A statement that the energy vendor is aware that when the benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
  - (i) Details on how the energy vendor will assist Subrecipient in verifying the LIHEAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.
  - (j) Subrecipient's commitment to make payment to the energy vendor no more than forty-five (45) calendar days from the Application Date.
  - (k) A statement that the energy vendor is aware that if LIHEAP payments made to the energy vendor cannot be applied to the Client's account, the funds will be returned to Subrecipient or, with Subrecipient's approval, applied to another eligible Client's account.
- (2) If the energy vendor will participate in the Annual Performance Measure Data Collection, the Vendor Agreement shall also contain:
- (a) An assurance that the Subrecipient shall collect signed Authorization for Release of General and/or Confidential Information for LIHEAP Data from eligible Applicants who choose to allow their data to be collected as part of the annual performance measures and ensure the signed releases are available for inspection by the energy vendor.
  - (b) An assurance that the energy vendor is aware that as long as signed Authorizations for Release of General and/or Confidential Information for LIHEAP Data are collected and available, the energy vendor will provide the requested customer data to DEO.
- (3) The energy vendor must be in "active" status with the State of Florida: <http://sunbiz.org/search.html> and the energy vendor's name must be checked on SAMS at <https://www.sam.gov/SAM/>. The name on the Vendor Agreement must match the legal business name on the State of Florida website. Municipal providers are excluded from this requirement.
- (4) The Vendor Agreement must be reviewed by both parties at least every five (5) years.
- (5) The Vendor Agreement must be signed by upper level management of both Subrecipient and the energy vendor authorized to enter into such commitments.

## 2. REPORTS

Subrecipient shall submit the following reports to DEO as specified below.

**A. ANNUAL REPORTS**

- (1) IRS Form 990: Subrecipients that are below the \$750,000 threshold for all Federal awards in its fiscal year, are non-profit entities, and exempt from the Federal Single Audit Act requirements, shall submit with its Agreement proposal a copy of its most recent IRS Form 990.
- (2) LIHEAP Annual Household Report: Subrecipient shall complete and submit the LIHEAP Annual Household Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
- (3) LIHEAP Annual Performance Measures Report: Subrecipient shall complete and submit the LIHEAP Annual Performance Measures Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.

**B. MONTHLY REPORTS**

- (1) Subrecipient shall submit to DEO the LIHEAP Monthly Financial Activity no later than the twenty-first day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the Financial Activity regardless of whether funds were expended. DEO will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in and submitted with the Financial Activity. Only with prior approval by DEO will more than one reimbursement be processed for any calendar month. The Monthly Financial Activity must be submitted in DEO's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the twenty-first day of the month falls on a weekend day or holiday, the Monthly Financial Activity shall be due on the next business day.
  - (a) Each Monthly Financial Activity shall contain the following information, at a minimum:
    - (i) all expenditures that occurred during the reporting month,
    - (ii) the amount of reimbursement requested, and
    - (iii) the number of clients served.
  - (b) An authorized signatory shall sign, date, and attest to the veracity of each Monthly Financial Activity. Subrecipient's submission of a signed and completed Monthly Financial Activity is Subrecipient's acknowledgement and certification that all expenditures listed therein: are reasonable, necessary, allowable, and allocable; were expended in accordance with the terms and conditions of this Agreement as well as all applicable federal, state, and local laws, regulations and written guidance; and have been reconciled with supporting documentation by Subrecipient, which is readily available to Recipient upon request.
  - (c) DEO shall review each Monthly Financial Activity for compliance with the requirements as stated in this Attachment of this Agreement.
- (2) Subrecipient shall submit the Monthly Client Services Report via the current online client tracking and reporting system to DEO no later than the twenty-first day of each month following the end of the reporting month in which clients were served.

**C. MONITORING REPORT RESPONSES**

Subrecipient shall provide a written response to DEO for all monitoring report findings or concerns no later than thirty-five (35) calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If

the thirty-fifth day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.

**D. COST ALLOCATION PLAN**

Per title 45 C.F.R. § 75.405, Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipient must submit a copy of its written Cost Allocation Plan to DEO with this Agreement.

**E. INDIRECT COST RATE PROPOSAL**

Subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate negotiated between such subrecipients, and the Federal Government. If no such rate exists, then Subrecipient shall have either a rate negotiated with DEO (in compliance with 45 C.F.R. Part 75), or a *de minimis* indirect cost rate as set forth in 45 C.F.R. §75.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to DEO with this Agreement. If Subrecipient chooses to use the *de minimis* rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to DEO to that effect with this executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.

**F. OTHER REPORTS**

Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.

**G. CLOSE-OUT REPORT**

The LIHEAP Close-Out Report is due forty-five calendar days after termination of the Agreement or forty-five calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the forty-fifth calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the Close-Out Cover Sheet, the LIHEAP Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

**H. SUBMISSION**

Unless otherwise noted, reports shall be submitted to Subrecipient's designated Contract Manager as assigned by DEO and delivered by standard mail or electronic mail using the contact information provided in Paragraph 15 of this Agreement.

**3. PROGRAM STATUTES AND REGULATIONS**

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

The applicable documents governing service provision regulations are in the 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 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards 45 C.F.R., Part 75" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 48 C.F.R. 31.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and 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, 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 programs or activities receiving Federal Financial Assistance from HHS;
- (9) Part 93 – New restrictions on lobbying;
- (10) Part 96 – Block Grants; and
- (11) Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities.

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

As required by Section 508 of Public Law 103-333, when issuing 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 Subrecipients receiving Federal funds, including but not limited to State and local governments and Subrecipients 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) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**C. INTEREST FROM CASH ADVANCES**

Subrecipients shall invest cash advances in compliance with 45 C.F.R. § 75.305, Payment, paragraph (b)(8).

**D. PROGRAM INCOME**

Pursuant to 2 C.F.R. § 200.307 and 200.80, Subrecipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to DEO at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by DEO.

**E. BONDING**

- (1) Non-Profit Organizations: Subrecipient shall purchase a blanket fidelity bond covering all officers, employees and agents of Subrecipient 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. Subrecipient shall submit documentation prior to execution of this Agreement.
- (2) Local Governments: Subrecipient shall purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement.

**F. MONITORING**

- (1) DEO shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.
- (2) DEO shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by DEO of Subrecipient need.
- (3) DEO shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and federal funding agency.

**G. OTHER PROVISIONS**

- (1) Subrecipient shall budget a minimum of twenty-five percent (25%) of the total Agreement funds for Home Energy Assistance.
- (2) Subrecipient shall budget a minimum of two percent (2%) of the total NFA funds awarded for a program year for Weather Related/Supply Shortage emergency assistance. These funds must be held in the Weather Related/Supply Shortage budget line item category for each NFA until the end of the corresponding program year, for use in response to a possible disaster. These funds will only be used during state or federal emergencies declared officially by the President, the Governor, or the Executive Director of DEO. In the event of an emergency being officially declared, if Subrecipient or DEO finds that two percent (2%) of the Weather Related/Supply Shortage emergency assistance budget is not sufficient to meet the emergency, Subrecipient may draw from other budgeted line items, up to fifty percent (50%) of the total NFA budget, without additional written authorization. When funds are distributed for a weather-related/supply shortage emergency, DEO will provide binding directives as to the allowable expenditures of the funds. After the end of the program year, if no emergency has been declared, DEO will release the corresponding NFA funds and Subrecipient will allocate these funds to the crisis or home energy budget line item. Subrecipient shall comply with these directives or agree that these funds will remain with DEO.
- (3) In addition to the record keeping, public records, and audit requirements contained in Paragraphs 9 and 19 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 Subrecipient.
- (4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, Subrecipient shall cooperate with, and upon DEO's written request, participate with DEO in the hearing.
- (5) Subrecipient shall maintain records sufficient to allow DEO to determine compliance with the requirements and objectives of Attachment A and all other applicable laws and regulations.

**4. LIHEAP ASSURANCES**

Subrecipient hereby assures and certifies as a condition of receipt of LIHEAP funds, that it, and its subcontractors, shall comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHEAP funds, Subrecipient assures and certifies that:

- A. Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body, including all assurances contained herein.
- B. Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of DEO, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with prescribed management policies of DEO.

- C. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.
- D. Subrecipient will give DEO, 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.
- E. Subrecipient will comply with all of the provisions and practices outlined in DEO's most current LIHEAP Program Monitoring Field Manual.
- F. Subrecipient 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.
- G. Subrecipient will comply with section 2609 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.
- H. This agreement and all its attachments, are true and correct.
- I. Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
- J. Administration of this program has been approved by Subrecipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.
- K. Subrecipient shall comply with Title X, Part C of Public Law 103-227, 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. Subrecipient shall include the above language in any subawards which contain provisions for children's services and that all subcontractors 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.  
Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: 45 C.F.R. part 76, subpart F, Sections 76.630(c) and (d)(2).

- End of Attachment A-2 -

ATTACHMENT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Prior to issuing subawards or subcontracts under this Agreement, Subrecipient shall consult the System for Award Management (SAM) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at <https://www.sam.gov>.

If the Subrecipient will issue subawards or subcontracts under this Agreement, the Subrecipient shall complete the following information for each subcontractor:

- A. The prospective subcontractor of Subrecipient, \_\_\_\_\_, 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.
- B. Where Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

SUBRECIPIENT:

\_\_\_\_\_  
(Subcontractor Name)

Palm Beach County, Florida

(Subrecipient's Name)

\_\_\_\_\_  
(Signature of Subcontractor Designee)

E2016

DEO Agreement Number

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
(Subcontractor Street Address)

\_\_\_\_\_  
(Subcontractor City, State, Zip)

\_\_\_\_\_  
Date of Signature

R2021 0783

JUN 15 2021

By: \_\_\_\_\_  
(Signature)

Dave Kemer, Mayor  
Print/Type Name and Title

**APPROVED TO TERMS AND CONDITIONS**

BY: \_\_\_\_\_  
Department Head

DocuSigned by:  
*James Green*  
BF30F20822224113

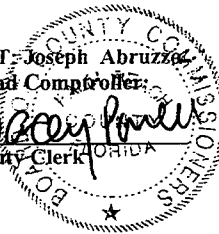
Approved as to Form and Legal Sufficiency

BY: \_\_\_\_\_  
Senior Assistant County Attorney

DocuSigned by:  
*Helene C. Hoyle*  
BF30F20822224113

ATTEST: Joseph Abruzzo  
Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk





**ATTACHMENT C  
JUSTIFICATION OF ADVANCE PAYMENT**

SUBRECIPIENT: \_\_\_\_\_ AGREEMENT: \_\_\_\_\_

Any advance payment under this Agreement is subject to s. 216.181 (16)(a)(b), Florida Statutes and Paragraph (5) of this Agreement. The Subrecipient shall invest cash advances in compliance with section 200.449 of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Attachment B, Section E of this Agreement. Check the applicable box below (check only one).

NO ADVANCE REQUESTED     
  ADVANCE REQUESTED     
 Program: \_\_\_\_\_  
(CSBG, LIHEAP, or WAP)

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

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 highlighted cells below.

	DESCRIPTION	(A) Funding from Three Years Ago	(B) Funding from Two Years Ago	(C) Funding from Previous Year	(D) Total
1	TOTAL SUBGRANT ALLOCATION (Includes any base increases and carryforward dollars)				
2	FIRST TWO MONTHS OF GRANT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST TWO MONTHS (Divide line 2 by line 1)				

<sup>1</sup> The expenses for the first two months in which expenditures were reported need to be provided for the years you received funding. If you do not have this information, call your DEO contract manager for assistance.

The Subrecipient may request an amount up to the historical percent of expenditures for the first 2 months of the agreement OR 17% of the award, whichever is less.

**HISTORICAL PERCENT FOR FIRST 2 MONTHS:**

$$\frac{\text{Cell D3}}{\text{Program Award}} \times \text{Program Award} = \text{Historical Advance}$$

**17 % CALCULATION:**

$$\frac{\text{Program Award}}{\text{Program Award}} \times 0.17 = \text{Maximum Advance}$$

**ATTACHMENT D**  
**PROPERTY MANAGEMENT AND PROCUREMENT**

Subrecipient shall comply, at a minimum, with the property management and procurement standards for property as defined in 2 C.F.R. 200.81, 2 C.F.R. part 200, 10 C.F.R. part 600, 45 C.F.R. 75.320, *Equipment*, and 45 C.F.R. 75.321 as applicable.

1. All property purchased, in whole or in part, with funds from this Agreement must be listed on the property records of Subrecipient. Said listing must include a description of the property, a serial number or other identification number, the funding source of the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use, and condition of the property, and any transfer, replacement or ultimate disposition data including the date of disposal and sale price of the property, if applicable.
2. Subrecipient must take a physical inventory of the property acquired, in whole or in part, with funds from this Agreement, reconcile the results of the inventory with the property records, and submit to DEO, a written property inventory list and reconciliation report, at least once a program year. Additionally, such a list and report must be submitted to DEO upon DEO's request. This annual comprehensive property inventory list and reconciliation report is separate and apart from, and in addition to, any equipment reports required by this Agreement.
3. Ownership of all property acquired, in whole or in part, with funds from this Agreement is vested in DEO upon completion, including termination, of the Agreement, and as such, any title to such property must be vested in DEO by Subrecipient upon completion, including termination, of the Agreement. If Subrecipient co-mingles funds from this Agreement, all property purchased, in whole or in part, using funds from the account(s) in which any funds from this Agreement are placed, is considered "property acquired, in whole or in part, with funds from this Agreement" as described herein.
4. Real property, equipment, and intangible property that are acquired or improved, in whole or in part, with funds from this Agreement must be held in trust with the State of Florida as the trustee for the beneficiaries of the CSBG, LIHEAP, and/or WAP program. The State of Florida is entitled to record liens or other appropriate notices of record to indicate that person or real property have been acquired or improved with Federal funds and that use and disposition conditions apply to the property.
5. Subrecipient shall 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.

- End of Attachment D -

**ATTACHMENT E  
SUBRECIPIENT INFORMATION**

- I. SUBRECIPIENT: Palm Beach County, Florida AGREEMENT #: E2016
- II. SUBRECIPIENT CATEGORY:  Non-Profit  Local Government
- III. COUNTY(IES) TO BE SERVED WITH THESE FUNDS: Palm Beach
- IV. GENERAL ADMINISTRATIVE INFORMATION
- a. Executive Director or Chief Administrator: James Green  
 Address: 810 Datura Street City: West Palm Beach, FL Zip: 33401  
 Telephone: 561-355-4702 Fax: 561-242-7336  
 Cell: \_\_\_\_\_ Email: Jgreen1@pbcgov.org  
*Mailing address if different from above*  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_, FL Zip: \_\_\_\_\_
- b. Chief Elected Official for Local Governments or President/Chair of the Board for Nonprofits:  
 Name: Dave Kerner Title: Mayor  
 Address\*: 301 North Olive Avenue # 1201 City: West Palm Beach, FL Zip: 33401  
 Telephone: 561-355-2203 Fax: 561-355-6344 Email: DKerner@pbcgov.org  
*\*Enter home or business address, telephone numbers and email other than the Subrecipient's*
- c. For Public Agencies -Chair of Community Action Board:  
 Name: Kevin Jones Title: Chair  
 Address\*: 6005 Channel Drive City: Greenacres, FL Zip: 33463  
 Telephone: 561-543-0887 Fax: \_\_\_\_\_ Email: kjonestmbc@yahoo.com  
*\*Enter home or business address, telephone numbers and email other than the Subrecipient's*
- d. Official to Receive State Warrant:  
 Name: Joseph Abruzzo Title: Clerk and Comptroller  
 Address: P.O. BOX 4036 City: West Palm Beach, FL Zip: 33401
- e. Subrecipient Contacts:
1. Program: Name: Natalie Diaz-Rodriguez Title: Program Manager  
 Address: 810 Datura Street City: West Palm Beach, FL Zip: 33401  
 Telephone: 561-355-4208 Fax: 561-242-7287  
 Cell: \_\_\_\_\_ Email: Ndiazrodriguez@pbcgov.org
2. Fiscal: Name: Julie Dowe Title: Director of Finance and Support Services  
 Address: 810 Datura Street City: West Palm Beach, FL Zip: 33401  
 Telephone: 561-355-9922 Fax: 561-242-7265  
 Cell: \_\_\_\_\_ Email: Jdowe@pbcgov.org
- f. Person(s) authorized to sign reports:  
 Name: James Green Title: Director  
 Name: Taruna Malhotra Title: Assistant Director  
 Name: Natalie Diaz-Rodriguez Title: Program Manager
- g. FEID Number: 59-6000785 h. DUNS Number: 078470481
- i. Hours of Operation: (Days) Monday-Friday (Hours) 8am-5pm
- V. SUBRECIPIENT FISCAL YEAR: October 1, 2020 thru September 30, 2023 (e.g. Oct 1 thru Sep 30)

**ATTACHMENT F  
TRANSPARENCY REQUIREMENTS**

1. The Subrecipient shall ensure that they comply with all the requirements outlined in federal law and applicable state policy.
2. The following information must be posted on the Subrecipient's website in a manner easily accessed by the public:
  - A. An Organizational Chart
  - B. Notice of all meetings at least seven days before the meeting is to occur. Notice of special meetings must be posted at least 72 hours before the meeting is to occur.
  - C. Employee positions and salary information for each position (including any benefits and performance bonuses).
  - D. A plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties.
  - E. A list of all Board members, if applicable, and the company or entity that the Board member is employed by or owns, and their terms of service.
  - F. Interlocal agreement(s), as applicable
  - G. Single Audit for the last two years.
  - H. Meeting minutes within 15 days of approval.
  - I. All active agreements with another entity that delegates partial or complete responsibility for any duties the Subrecipient is expected, required, or mandated to perform under this Agreement, even if the cost is not expected to exceed \$35,000.
  - J. All reports that the Subrecipient must generate pursuant to Federal and Florida law.
3. The Subrecipient shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
4. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Subrecipient, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Subrecipient, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Subrecipient agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800- 96ABUSE, or via the web reporting option <https://myflfamilies.com/service-programs/abuse-hotline/report-online.shtml> or via fax at 1-800-914-0004.
5. Consistent with 2 CFR 200.113, the Subrecipient must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Subrecipient shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement.
6. For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal

- funds for the project or program; and (iii) the percentage and dollar amount of *the* total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
7. In compliance with section 286.25, Florida Statutes, the Subrecipient will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.
  8. The Subrecipient shall maintain a purchasing procedure in accordance with ss. 420.507(20) and 420.507(27) Florida Statutes. The Subrecipient's purchasing procedure must, at minimum:
    - A. Ensure that all purchasing decisions are conducted in a transparent manner;
    - B. Foster competition to ensure that the Subrecipient receives the best value possible;
    - C. Require approvals in accordance with the Subrecipient's guidelines, prior to entering into a contract that is exempt from a competitive process because the services or commodities are available only from a single source;
    - D. Require that an intent to award a competitive contract be published on the Subrecipient's website at least 3 business days prior to execution; and
    - E. Require that the Subrecipient take advantage of state term contracts negotiated by the Florida Department of Management Services to the greatest extent possible.
  9. The Subrecipient shall maintain an employee ethics code modeled after the provisions of chapter 112, Florida Statutes, which addresses prohibitions on: the acceptance of gifts, self-dealing, unauthorized compensation, conflicting employment or contractual relationships, inappropriate disclosure and use of information, and nepotism.
  10. All Subrecipient travel expenses for this agreement must be in accordance with section 112.061, F.S.

- End of Attachment F -

Date of Notice: 6/30/2023

## Notice of Grant Award/Fund Availability General Information

<b>Subrecipient Name:</b>	See Attachment	
<b>Unique Entity Identification (UEI #):</b>	See Attachment	
<b>Federal Award Name:</b>	Low Income Home Energy Assistance	
<b>Grantor:</b>	U.S. Department of Health and Human Services	
<b>Federal Award Identification Number (FAIN):</b>	G-2102FLLWC6	
<b>Federal Award Year:</b>	PY2021	
<b>CFDA/CSFA Title and Number:</b>	Low Income Home Energy Assistance	93.499
<b>Award for Research &amp; Development (Y/N):</b>	No	
<b>Action being Taken:</b>	Issue Award and Release	

### Award Information

<b>Program Year in SERA:</b>	PY2021
<b>Program Group in SERA:</b>	Economic Self-Sufficiency
<b>Program Name in SERA:</b>	Low Income Household Water Assistance
<b>Project in SERA:</b>	LIHWAP - Formula
<b>FLAIR Contract #:</b>	See Attachment
<b>NFA ID #:</b>	See Attachment
<b>FLAIR Grant #:</b>	LEH21
<b>Award Period Begin Date:</b>	July 1, 2023
<b>Award Period End Date:</b>	September 30, 2023
<b>Close Out Due by:</b>	November 30, 2023

### Award and Fund Availability

	Award	Funds Available / Release (Maximum cash available for draw)
<b>Current Award/Release:</b>	See Attachment	See Attachment
<b>This Action:</b>	See Attachment	See Attachment
<b>Revised Award/Release:</b>	See Attachment	See Attachment

## **AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS**

On July 1, 2023, the Florida Department of Economic Opportunity will be renamed to the Florida Department of Commerce (“Commerce”). Effective July 1, 2023, all references to “Department of Economic Opportunity” or “DEO” are replaced with “Department of Commerce” or “Commerce,” as appropriate.

**General Conditions:** Pursuant to paragraph (5) FUNDING/CONSIDERATION, of the Federally Funded Subgrant Umbrella Agreement (Umbrella Agreement) by and between Commerce and Subrecipient, this Notice of Fund Availability (NFA) is notice in writing by Commerce that Subrecipient may incur costs and submit for reimbursement in an amount not to exceed the lesser of the state authorized budget authority or the released amount shown above, subject to the terms of the Agreement and any amendments thereto, the availability of funds as determined solely by Commerce, and the Florida Legislature’s appropriation of funds. These funds are available for cash draws under the Subrecipient Enterprise Resource Application (SERA) Program Year and Program Title/Project in SERA described on page one of this notice. The indirect cost rate or indirect cost method for this subaward, whether federal or non-federal, will be the federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between Commerce and the Subrecipient, or if optionally elected by the Subrecipient, the de minimis rate or the cost allocation method.

The current amount awarded and released to the Subrecipient under the Umbrella Agreement is *limited to the amount shown on the attached Funding Table*. The maximum cash available for draw *is limited to the amount shown on the attached Funding Table*, under the revised released column.

At no point during the duration of the Umbrella Agreement shall the Subrecipient be reimbursed for any costs that exceed Commerce’s authorized budget authority per state fiscal year. Funding availability may be limited or expanded through one or more NFAs supplement to this Agreement.

**Special Grant Conditions:** The Additional Supplemental Appropriations for American Rescue Plan Act of 2021 and Consolidated Appropriations Act, 2021 [Public Law 116-260] provides funds to assist those with low-income with drinking water and wastewater services.

Funds from the supplemental appropriation were authorized for services related to those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services.

Subrecipient will use the funds to provide additional financial assistance to individuals and families in Florida’s 67 counties. Low-income households, with the benefit of this assistance, will not be forced to choose between paying for water services and other necessities like housing,

food, and medicine. The FY2021 Low-Income Household Water Assistance Program follows the 45 CFR 75, and the supplemental terms and conditions can be found at:

<https://bit.ly/3uTRUNW>

Information located in the link above is hereby incorporated into this NFA.

#### **PROJECT DESIGN:**

Commerce will serve as the “Grantee” and manage the project from the state level in partnership with local service providers consisting of Community Action Agencies (CAAs), local governments and non-profit organizations, that will perform outreach activities and provide Commerce information for monitoring and reporting purposes.

LIHWAP Providers/Subrecipient will be responsible for administering this program to the public. COMMERCE will administer funds to Water Vendors/Providers through the Subrecipient until September 2023.

COMMERCE will further engage a contractor to provide guidance on implementing outreach activities as well as to provide monitoring of the outreach activities.

#### **CLIENT ELIGIBILITY:**

1. Subrecipient will certify that each household receiving LIHWAP services is income eligible. The sum of all countable income from all household members must be used in determining eligibility. For households with 1-8 members, the total gross household income cannot exceed 60% percent of the State Median Income. For households with 9+ members, the Federal Poverty Guidelines will be used.
2. Subrecipient will maintain information in a file for each LIHWAP Eligible Participant that includes information per the contract agreement.
3. Applicant must be a member of a household impacted by disconnection of drinking water and wastewater services and/or in need of assistance with arrearages in payment for these services to prevent future disconnection.
4. Applicant must reside in a Florida county.
5. Applicant must be a citizen, qualified alien, or permanent resident of the U.S.
6. In calculating total gross household income, Subrecipient will abide by the current year's Sources of Allowable Income to determine what is and is not counted as income.
7. The applicant will need to provide:
  - a. If the applicant pays a water provider directly, they will need: Water provider name, contact information, account number, and a copy of their most recent bill OR
  - b. If the applicant’s water bill is an itemized portion of their rent, they will need: A copy of their rental/lease agreement showing the breakdown of the rental bill including water services OR



c. If the applicant rents and does not pay a separate water bill, they will need: The landlord's name and contact information (phone number or email) and a copy of their most recent rental receipt or lease agreement stating water service coverage and cost.

**MONITORING:**

Commerce will conduct onsite or virtual monitoring of the LIHWAP assistance funding program at least once prior to the expiration of LIHWAP funding through September 2023. Additional onsite or virtual visits will be conducted thereafter as necessary.

Subrecipient will allow Commerce's approved contractor to carry out monitoring, evaluation, and technical assistance, and will ensure the cooperation of its employees and of any subcontractors with whom Subrecipient contracts to carry out program activities. Subrecipients will be required to be in compliance with 45 CFR 75 for appropriate monitoring activities.

Commerce's monitoring will also include verification of local outreach efforts performed and corresponding results achieved by the Subrecipients.

*See Exhibit A below:*



CAA:		
Year:		
Month:		
Strategy #	Measure of Effort	Monthly Total
Strategy 1	Number of locations where flyers/posters were placed	
Strategy 1	Total number of flyers/posters distributed	
Strategy 1	Number of organizations partnering to disseminate flyers/posters	
Strategy 2	Number of media channels identified	
Strategy 2	Number of published articles/ads	
Strategy 2	Estimated readership	
Strategy 2	Number of PSAs aired	
Strategy 2	Estimated reach	
Strategy 3	Number of vendor agreements established	
Strategy 4	Number LIHEAP recipients contacted through mailing campaign	
Strategy 5	Number of social media platforms used	
Strategy 5	Number of posted messages	
Strategy 5	Number of views/impressions	
Strategy 5	Number of shares	
Strategy 6	Number of clients that benefit from LIHWAP that do not speak English.	
Strategy 7	Number of clients that applied for LIHWAP in conjunction with other low-income programs.	
Strategy 8	Number of recipients of Homeowner Assistance Fund that become clients of LIHWAP.	
Strategy 8	Number of recipients from other programs that become clients of LIHWAP	
Strategy 9	Number of religious institutions within your network that are willing to promote the use of LIHWAP services	
Strategy 9	Number of people that apply from the event	

### **OUTREACH ACTIVITIES:**

**Subrecipient will collaborate with Commerce’s assigned contractor to define a project specific outreach plan for administrative support to help move project towards completion.**

**Subrecipient outreach activities will be prioritized to households with elderly, disabled, and/or children 5 years or younger. Subrecipients will be required to provide their completed Local Outreach Report Template document to Commerce. This document will provide statistical data and activities on the type of outreach, number of contacts, etc. This report shall be due the 5th of every month.**

**At a minimum, the Subrecipient will be required to perform the following specific outreach efforts:**

#### **1. Display posters and distributing flyers in strategic locations**

- a. Subrecipients are required to place posters and distribute LIHWAP flyers in their counties to inform the public of LIHWAP.**
- b. Additional information, guidance, and strategy for posters and flyers placement can be found in the Posters and Flyers Toolkit.**

2. **Broadcasting public service announcements (PSA) via local TV and radio stations**
  - a. **Subrecipients are required to utilize newspapers, paid advertisements, television, radio, and phone calls to further reach the targeted audience, such as rural communities.**
  - b. **Additional information, guidance, and strategy for this outreach activity can be found in the Public Service Announcement Toolkit and Social Media Toolkit.**
3. **Partnering with other low-income program offices to assist in reaching our targeted population**
  - a. **Subrecipient should partner with multiple low-income program offices and other venues to distribute and post LIHWAP posters and flyers. Some examples would be tenants in Section 8 and public housing programs, Senior Citizen Centers, County courthouse, meal sites, grocery stores, laundromats, churches, hospitals, fast-food locations, day cares, local libraries, and other establishments.**
  - b. **Additional information, guidance, and strategy for these low-income programs can be found in the Low-Income Program Toolkit.**
4. **LIHWAP Providers need to identify local offices already supporting the non-English speaking population and high traffic locations that engage with the Hispanic, Haitian-Creole, and other culturally represented communities to share LIHWAP program benefits across various communities and ethnic groups.**
  - a. **Statistics show that over 30% of Florida residents are speakers of non-English languages. In 2019, 22.5% of the overall population of Florida is native Spanish speakers with the next closest being Haitian Creole at 2.3%.**
  - b. **Additional information, guidance, and strategy for these low-income programs can be found in the Multi-Lingual Toolkit.**

#### **PROGRAM REQUIREMENTS:**

Subrecipient will use the funds within this NFA to carry out Eligible Activities that include, but are not limited to:

1. **Providing services related to LIHWAP that fall within the goals of the LIHWAP program.**
2. **Supporting activities that are designed to assist families and individuals who are income eligible, including families and individuals receiving assistance through other programs, disabled individuals and families with low income, elderly individuals and families with low income, and families and individuals with children (5 years of age or younger) with low income.**
3. **Subrecipient will make the services available under this grant to income eligible individuals and families who continue to have human and social services needs because of the devastating impact of COVID-19.**
4. **Subrecipient will ensure that services provided through LIHWAP are not duplicative of the services provided through State, Federal, or other funding sources or entities unless the services to be provided by LIHWAP are significantly different than those provided through another source.**

5. Subrecipient will keep track of populations served via the SERA LIHWAP Module data tracking system. Subrecipient will be required to update the SERA LIHWAP Module for monitoring purposes monthly.
6. Subrecipient must maintain the written policies outlined in the contract agreement. Subrecipients will comply with 2 CFR 200 including the required contractual provisions under Appendix II Part 200 A-I.
7. By accepting this award, Subrecipient certifies that it will use its best efforts to implement LIHWAP outreach activities expeditiously to maximize the benefits of the program.
8. Subrecipient will administer the LIHWAP Program in accordance with 45 CFR 75 and Agreement.
9. Subrecipient will perform outreach activities as specified in the Administration section.
10. Subrecipient acknowledges that failure to implement the LIHWAP project at an acceptable pace, as determined in Commerce’s reasonable discretion, may result in Commerce taking action to modify or terminate the award in accordance with the LIHWAP Scope of Work attached to the Subgrant Agreement.

**Financial Reporting Requirements:** All cash draws and expenditures must be recorded in accordance with the SERA Business Rules. Expenditures must be reported within established timelines and by the cost categories and activities established for the particular grant program.

**Cost Categories and Activities:**

Cost Category	Activity
Grantee Administrative Expenses	Salaries including fringe, rent, utilities, travel, other
Direct Client Assistance	Home Energy Assistance Payments Crisis Benefit Payments Weather Related/Supply Shortage
Grantee Leveraging Expense	Crisis Assistance Home Energy Assistance
Grantee Outreach Expense	Salaries including fringe, rent, utilities, travel, other

**Closeout Procedures:** Awards must be closed out and all obligations liquidated by the close out date indicated under Award Information. Only liquidated expenditures resulting from obligations incurred during the award period are allowable.

**Other Notes/Comments:**

**Questions** Fiscal questions regarding these funds should be addressed to Adrienne Orbigo at (850) 245-7357 or via email to [adrienne.orbigo@deo.myflorida.com](mailto:adrienne.orbigo@deo.myflorida.com). Subrecipient Enterprise Resource Application (SERA) questions should be addressed to the SERA Helpdesk via email to [SERAHelpdesk@deo.myflorida.com](mailto:SERAHelpdesk@deo.myflorida.com).

**PY2021 LIHWAP**  
**LEH21 - Issue Award and Release**

SUBRECIPIENT	Unique Entity ID #	FLAIR Contract ID	NFA ID	AWARD			RELEASE		
				Current Award	This Action	Revised Award	Current Release	This Action	Revised Release
Agricultural and Labor Program, Inc.	KSJHBDQ8ZM9	E1990		\$	\$ 385,294.00	\$ 385,294.00	\$	\$ 192,648.00	\$ 192,648.00
Bay County Council on Aging, Incorporated	UW19KMMKC144	E1991		\$	\$ 21,730.00	\$ 21,730.00	\$	\$ 14,950.00	\$ 14,950.00
Brevard County Board of County Commissioners	XSTGNLF9ZDJ5	E1992		\$	\$ 155,724.00	\$ 155,724.00	\$	\$ 77,862.00	\$ 77,862.00
Capital Area Community Action Agency, Inc.	X13EDG5RKDF1	E1994		\$	\$ 10,833.00	\$ 10,833.00	\$	\$ 5,417.00	\$ 5,417.00
Central Florida Community Action Agency, Inc.	M5M3WACM2N33	E1997		\$	\$ 124,892.00	\$ 124,892.00	\$	\$ 62,446.00	\$ 62,446.00
Charlotte County	X3RBY2VEDJT3	E1998		\$ -	\$ 136,315.00	\$ 136,315.00	\$ -	\$ 98,158.00	\$ 98,158.00
Citrus County BOCC	H2TGV5FM16F8	E1999		\$ -	\$ 56,556.00	\$ 56,556.00	\$ -	\$ 28,278.00	\$ 28,278.00
City of Sanford	FJ52H6M3LY95	E2020		\$ -	\$ 42,400.00	\$ 42,400.00	\$ -	\$ 21,200.00	\$ 21,200.00
Community Action Program Committee, Inc.	QA8HEH6FZTB9	E1996		\$ -	\$ 66,757.00	\$ 66,757.00	\$ -	\$ 33,377.00	\$ 33,377.00
County of Broward	P62KF2SJJ237	E1993		\$ -	\$ 298,402.00	\$ 298,402.00	\$ -	\$ 179,204.00	\$ 179,204.00
COUNTY OF VOLUSIA	VY9UEK86CVW3	E2029		\$ -	\$ 160,558.00	\$ 160,558.00	\$ -	\$ 98,088.00	\$ 98,088.00
DeSoto County BOCC	GH9DBEQV5KK3	E2001		\$ -	\$ 126,651.00	\$ 126,651.00	\$ -	\$ 63,326.00	\$ 63,326.00
Economic Opportunities Council of Indian River Cou	YF92Q5SECN7	E2005		\$ -	\$ 217,636.00	\$ 217,636.00	\$ -	\$ 108,818.00	\$ 108,818.00
Hillsborough, County of	PGWKT576NH72	E2003		\$ -	\$ 58,487.00	\$ 58,487.00	\$ -	\$ 29,244.00	\$ 29,244.00
JACKSON COUNTY SENIOR CITIZENS ORG., INC	F95VP5EB4C25	E2006		\$ -	\$ 3,898.00	\$ 3,898.00	\$ -	\$ 1,949.00	\$ 1,949.00
LAKE COMMUNITY ACTION AGENCY INC	JN1HBA41ANY4	E2007		\$ -	\$ 287,800.00	\$ 287,800.00	\$ -	\$ 143,900.00	\$ 143,900.00
Lee County Board of County Commissioners	SS8JCN35XH77	E2008		\$ -	\$ 319,672.00	\$ 319,672.00	\$ -	\$ 159,835.00	\$ 159,835.00
Miami-Dade, County of	MKEJWVSEURF3	E2009		\$ -	\$ 755,107.00	\$ 755,107.00	\$ -	\$ 377,553.50	\$ 377,553.50
Mid Florida Community Services, Inc.	FNA3CKDAEDN3	E2011		\$ -	\$ 370,533.00	\$ 370,533.00	\$ -	\$ 237,142.00	\$ 237,142.00
Orange County Florida	ZAMZMX9ZHCM9	E2015		\$ -	\$ 396,707.00	\$ 396,707.00	\$ -	\$ 198,354.00	\$ 198,354.00
<b>Palm Beach, County Of</b>	<b>XL2DNFMPCR44</b>	<b>E2016</b>		<b>\$ -</b>	<b>\$ 433,549.00</b>	<b>\$ 433,549.00</b>	<b>\$ -</b>	<b>\$ 433,549.00</b>	<b>\$ 433,549.00</b>
Pinellas County Urban League, Inc	X5ECCAJYMF4	E2018		\$ -	\$ 128,897.00	\$ 128,897.00	\$ -	\$ 64,448.50	\$ 64,448.50
Salvation Army, The	CASLDMECCMS7	E2019		\$ -	\$ 167,853.00	\$ 167,853.00	\$ -	\$ 83,927.00	\$ 83,927.00
Step UP Suncoast, Inc	JKMNP2K3JF13	E2025		\$ -	\$ 88,368.00	\$ 88,368.00	\$ -	\$ 44,184.00	\$ 44,184.00
SUWANNEE RIVER ECONOMIC COUNCIL INC	TF66NBMN9YB4	E2024		\$ -	\$ 64,704.00	\$ 64,704.00	\$ -	\$ 32,351.00	\$ 32,351.00
Tri County Community Council, Inc.	KSHUE4AZMR39	E2028		\$ -	\$ 14,896.00	\$ 14,896.00	\$ -	\$ 14,896.00	\$ 14,896.00
<b>TOTAL</b>				<b>\$ -</b>	<b>\$ 4,894,219.00</b>	<b>\$ 4,894,219.00</b>	<b>\$ -</b>	<b>\$ 2,805,105.00</b>	<b>\$ 2,805,105.00</b>

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<i>Date of Notice:</i>	09/12/2023
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## **Notice of Grant Award/Fund Availability**

### **General Information**

<i>Subrecipient Name:</i>	SEE ATTACHED	
<i>Unique Entity Identification (UEI #):</i>	SEE ATTACHED	
<i>Federal Award Name:</i>	Low Income Home Energy Assistance	
<i>Grantor:</i>	U.S. Department of Health and Human Services	
<i>Federal Award Identification Number (FAIN):</i>	G-2302FLLIEE	
<i>Federal Award Year:</i>	PY2023	
<i>CFDA/CSFA Title and Number:</i>	Low Income Home Energy Assistance	93.568
<i>Award for Research &amp; Development (Y/N):</i>	No	
<i>Action being Taken:</i>	Issue Award	

### **Award Information**

<i>Program Year in SERA:</i>	PY2023
<i>Program Group in SERA:</i>	Economic Self-Sufficiency
<i>Program Name in SERA:</i>	Low Income Home Energy Assistance
<i>Project in SERA:</i>	LIHEAP Emergency Supplement - Formula
<i>FLAIR Contract #:</i>	SEE ATTACHED
<i>NFA ID #:</i>	SEE ATTACHED
<i>FLAIR Grant #:</i>	LEE23
<i>Award Period Begin Date:</i>	July 1, 2023
<i>Award Period End Date:</i>	September 1, 2024
<i>Close Out Due by:</i>	September 30, 2024

### **Award and Fund Availability**

	Award	Funds Available / Release (Maximum cash available for draw)
<i>Current Award/Release:</i>	SEE ATTACHED	SEE ATTACHED
<i>This Action:</i>	SEE ATTACHED	SEE ATTACHED
<i>Revised Award/Release:</i>	SEE ATTACHED	SEE ATTACHED

## **AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS**

**General Conditions:** Pursuant to paragraph (5) FUNDING/CONSIDERATION, of the Federally Funded Subgrant Umbrella Agreement (Umbrella Agreement) by and between Florida Commerce and Subrecipient, this Notice of Fund Availability (NFA) is notice in writing by Florida Commerce that Subrecipient may incur costs and submit for reimbursement in an amount not to exceed the lesser of the state authorized budget authority or the released amount shown above, subject to the terms of the Agreement and any amendments thereto, the availability of funds as determined solely by Florida Commerce, and the Florida Legislature's appropriation of funds. These funds are available for cash draws under the Subrecipient Enterprise Resource Application (SERA) Program Year and Program Title/Project in SERA described on page one of this notice. The indirect cost rate or indirect cost method for this subaward, whether federal or non-federal, will be the federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between Florida Commerce and the Subrecipient, or if optionally elected by the Subrecipient, the de minimis rate or the cost allocation method.

The current amount awarded and released to the Subrecipient under the Umbrella Agreement is limited to the amount shown on the attached Funding Table.

At no point during the duration of the Umbrella Agreement shall the Subrecipient be reimbursed for any costs that exceed Florida Commerce's authorized budget authority per state fiscal year. Funding availability may be limited or expanded through one or more NFAs supplement to this Agreement.

***Special Grant Conditions:*** The purpose of these funds is to provide assistance to low income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy. Use of these funds must be consistent with the PY2023 Low Income Home Energy Assistance State Plan (between FLORIDA COMMERCE and the HHS). The PY2023 Low Income Home Energy Assistance State Plan and other information necessary for compliance with 2 CFR 200.331 that is specific to this FAIN is located at:

<http://floridajobs.org/grants-management/grants-management/economic-self-sufficiency-organizations>

Information located at the above link is hereby incorporated into this NFA.

***Financial Reporting Requirements:*** All cash draws and expenditures must be recorded in accordance with the SERA Business Rules. Expenditures must be reported within established timelines and by the cost categories and activities established for the particular grant program.

**Cost Categories and Activities:**

Cost Category	Activity
Grantee Administrative Expenses	Salaries including fringe, rent, utilities, travel, other
Direct Client Assistance	Home Energy Assistance Payments Crisis Benefit Payments Weather Related/Supply Shortage
Grantee Leveraging Expense	Crisis Assistance Home Energy Assistance
Grantee Outreach Expense	Salaries including fringe, rent, utilities, travel, other

***Closeout Procedures:*** Awards must be closed out and all obligations liquidated by the close out date indicated under Award Information. Only liquidated expenditures resulting from obligations incurred during the award period are allowable.

***Other Notes/Comments:***

***Questions:*** Fiscal questions regarding these funds should be addressed to Adrienne Orbigoso at (850) 245-7357 or via email to [adrienne.orbigoso@commerce.fl.gov](mailto:adrienne.orbigoso@commerce.fl.gov). Program policy questions should be addressed to Frankie Hernandez at (850) 717-8458 or via email to [frankie.hernandez@commerce.fl.gov](mailto:frankie.hernandez@commerce.fl.gov). Subrecipient Enterprise Resource Application (SERA) questions should be addressed to SERA Helpdesk via email to [serahelpdesk@commerce.fl.gov](mailto:serahelpdesk@commerce.fl.gov).



**PY2023 LIHEAP  
LEE23 - Issue Award**

SUBRECIPIENT	Unique Entity ID #	FLAIR Contract ID	NFA ID	AWARD			RELEASE		
				Current Award	This Action	Revised Award	Current Release	This Action	Revised Release
Agricultural And Labor Program, Inc.	KSJHBDQ8ZM9	E1990	042967	\$	\$ 6,508,639.00	\$ 6,508,639.00	\$	\$	\$
Bay County Council on Aging, Incorporated	UW19KMMKC144	E1991	042965	\$	\$ 1,005,195.00	\$ 1,005,195.00	\$	\$	\$
Brevard County Board of County Commissioners	XSTGNLF9ZDJ5	E1992	042971	\$	\$ 1,852,704.00	\$ 1,852,704.00	\$	\$	\$
Capital Area Community Action Agency, Inc.	X13EDG5RKDF1	E1994	042960	\$	\$ 2,113,004.00	\$ 2,113,004.00	\$	\$	\$
Central Florida Community Action Agency, Inc.	M5M3WACM2N33	E1997	042969	\$	\$ 2,604,459.00	\$ 2,604,459.00	\$	\$	\$
Charlotte County	X3RBY2VEDJT3	E1998	042981	\$ -	\$ 471,182.00	\$ 471,182.00	\$ -	\$-	\$ -
Citrus County BOCC	H2TGV5FM16F8	E1999	042982	\$ -	\$ 461,298.00	\$ 461,298.00	\$ -	\$-	\$ -
City of Sanford	FJ52H6M3LY95	E2020	042970	\$ -	\$ 663,376.00	\$ 663,376.00	\$ -	\$-	\$ -
Community Action Program Committee, Inc.	QA8HEH6FZTB9	E1996	042961	\$ -	\$ 1,829,486.00	\$ 1,829,486.00	\$ -	\$-	\$ -
County of Broward	P62KF2SJJ237	E1993	042972	\$ -	\$ 7,453,707.00	\$ 7,453,707.00	\$ -	\$-	\$ -
COUNTY OF VOLUSIA	VY9UEK86CVW3	E2029	042977	\$ -	\$ 2,114,215.00	\$ 2,114,215.00	\$ -	\$-	\$ -
DeSoto County BOCC	GH9DBEQV5KK3	E2001	042983	\$ -	\$ 135,093.00	\$ 135,093.00	\$ -	\$-	\$ -
Economic Opportunities Council of Indian River Cou	YF9ZQ5SECJN7	E2005	042963	\$ -	\$ 584,728.00	\$ 584,728.00	\$ -	\$-	\$ -
Hillsborough, County Of	PGWKT576NH72	E2003	042973	\$ -	\$ 5,905,398.00	\$ 5,905,398.00	\$ -	\$-	\$ -
JACKSON COUNTY SENIOR CITIZENS ORG., INC	F95VP5EB4C25	E2006	042966	\$ -	\$ 243,367.00	\$ 243,367.00	\$ -	\$-	\$ -
LAKE COMMUNITY ACTION AGENCY INC	JN1HBA41ANY4	E2007	042962	\$ -	\$ 1,348,306.00	\$ 1,348,306.00	\$ -	\$-	\$ -
Lee County Board of County Commissioners	SS8JCN35XH77	E2008	042974	\$ -	\$ 2,446,916.00	\$ 2,446,916.00	\$ -	\$-	\$ -
Miami-Dade, County Of	MKEJWVSEURF3	E2009	042985	\$ -	\$ 11,551,364.00	\$ 11,551,364.00	\$ -	\$-	\$ -
Mid Florida Community Services, Inc.	FNA3CKDAEDN3	E2011	042964	\$ -	\$ 2,866,258.00	\$ 2,866,258.00	\$ -	\$-	\$ -
Monroe County	QKLSCT2LM7M9	E2012	042984	\$ -	\$ 358,127.00	\$ 358,127.00	\$ -	\$-	\$ -
Northeast Florida Community Action Agency, Inc.	YUJTX2YPG8V3	E2013	042979	\$ -	\$ 8,369,475.00	\$ 8,369,475.00	\$ -	\$-	\$ -
Orange County Florida	ZAMZMX9ZHCM9	E2015	042975	\$ -	\$ 5,988,002.00	\$ 5,988,002.00	\$ -	\$-	\$ -
Osceola County Council on Aging, Inc.	X6WFHB2KNCB5	E2014	042980	\$ -	\$ 1,484,366.00	\$ 1,484,366.00	\$ -	\$-	\$ -
<b>Palm Beach, County Of</b>	<b>XL2DNFMPCR44</b>	<b>E2016</b>	<b>042976</b>	<b>\$ -</b>	<b>\$ 4,804,793.00</b>	<b>\$ 4,804,793.00</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$ -</b>
Pinellas County Urban League, Inc	X5ECCAJYYMF4	E2018	042968	\$ -	\$ 3,781,350.00	\$ 3,781,350.00	\$ -	\$-	\$ -
Salvation Army, The	CASLDMECCMS7	E2019	042957	\$ -	\$ 1,133,686.00	\$ 1,133,686.00	\$ -	\$-	\$ -
Step Up Suncoast, Inc.	JKMNP2K3JF13	E2025	042978	\$ -	\$ 1,445,839.00	\$ 1,445,839.00	\$ -	\$-	\$ -
SUWANNEE RIVER ECONOMIC COUNCIL INC	TF66NBMN9YB4	E2024	042959	\$ -	\$ 1,026,643.00	\$ 1,026,643.00	\$ -	\$-	\$ -
Tri County Community Council, Inc.	KSHUE4AZMR39	E2028	042958	\$ -	\$ 2,779,159.00	\$ 2,779,159.00	\$ -	\$-	\$ -
<b>TOTAL</b>				<b>\$ -</b>	<b>\$ 83,330,135.00</b>	<b>\$ 83,330,135.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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<b>Date of Notice:</b>	<b>09/12/2023</b>
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## Notice of Grant Award/Fund Availability General Information

<b>Subrecipient Name:</b>	SEE ATTACHED	
<b>Unique Entity Identification (UEI #):</b>	SEE ATTACHED	
<b>Federal Award Name:</b>	Low Income Home Energy Assistance	
<b>Grantor:</b>	U.S. Department of Health and Human Services	
<b>Federal Award Identification Number (FAIN):</b>	G-2302FLLIEA	
<b>Federal Award Year:</b>	PY2023	
<b>CFDA/CSFA Title and Number:</b>	Low Income Home Energy Assistance	93.568
<b>Award for Research &amp; Development (Y/N):</b>	No	
<b>Action being Taken:</b>	Issue Award	

### Award Information

<b>Program Year in SERA:</b>	PY2023
<b>Program Group in SERA:</b>	Economic Self-Sufficiency
<b>Program Name in SERA:</b>	Low Income Home Energy Assistance
<b>Project in SERA:</b>	LIHEAP Emergency Supplement - Formula
<b>FLAIR Contract #:</b>	SEE ATTACHED
<b>NFA ID #:</b>	SEE ATTACHED
<b>FLAIR Grant #:</b>	LEA23
<b>Award Period Begin Date:</b>	July 1, 2023
<b>Award Period End Date:</b>	September 1, 2024
<b>Close Out Due by:</b>	September 30, 2024

### Award and Fund Availability

	Award	Funds Available / Release (Maximum cash available for draw)
<b>Current Award/Release:</b>	SEE ATTACHED	SEE ATTACHED
<b>This Action:</b>	SEE ATTACHED	SEE ATTACHED
<b>Revised Award/Release:</b>	SEE ATTACHED	SEE ATTACHED

## **AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS**

**General Conditions:** Pursuant to paragraph (5) FUNDING/CONSIDERATION, of the Federally Funded Subgrant Umbrella Agreement (Umbrella Agreement) by and between Florida Commerce and Subrecipient, this Notice of Fund Availability (NFA) is notice in writing by Florida Commerce that Subrecipient may incur costs and submit for reimbursement in an amount not to exceed the lesser of the state authorized budget authority or the released amount shown above, subject to the terms of the Agreement and any amendments thereto, the availability of funds as determined solely by Florida Commerce, and the Florida Legislature's appropriation of funds. These funds are available for cash draws under the Subrecipient Enterprise Resource Application (SERA) Program Year and Program Title/Project in SERA described on page one of this notice. The indirect cost rate or indirect cost method for this subaward, whether federal or non-federal, will be the federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between Florida Commerce and the Subrecipient, or if optionally elected by the Subrecipient, the de minimis rate or the cost allocation method.

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***Special Grant Conditions:*** The purpose of these funds is to provide assistance to low income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy. Use of these funds must be consistent with the PY2023 Low Income Home Energy Assistance State Plan (between FLORIDA COMMERCE and the HHS). The PY2023 Low Income Home Energy Assistance State Plan and other information necessary for compliance with 2 CFR 200.331 that is specific to this FAIN is located at:

<http://floridajobs.org/grants-management/grants-management/economic-self-sufficiency-organizations>

Information located at the above link is hereby incorporated into this NFA.

***Financial Reporting Requirements:*** All cash draws and expenditures must be recorded in accordance with the SERA Business Rules. Expenditures must be reported within established timelines and by the cost categories and activities established for the particular grant program.

**Cost Categories and Activities:**

Cost Category	Activity
Grantee Administrative Expenses	Salaries including fringe, rent, utilities, travel, other
Direct Client Assistance	Home Energy Assistance Payments Crisis Benefit Payments Weather Related/Supply Shortage
Grantee Leveraging Expense	Crisis Assistance Home Energy Assistance
Grantee Outreach Expense	Salaries including fringe, rent, utilities, travel, other

***Closeout Procedures:*** Awards must be closed out and all obligations liquidated by the close out date indicated under Award Information. Only liquidated expenditures resulting from obligations incurred during the award period are allowable.

***Other Notes/Comments:***

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**PY2023 LIHEAP  
LEA23 - Issue Award**

SUBRECIPIENT	Unique Entity ID #	FLAIR Contract ID	NFA ID	AWARD			RELEASE		
				Current Award	This Action	Revised Award	Current Release	This Action	Revised Release
Agricultural And Labor Program, Inc.	KSJHBDQ8ZM9	E1990	042927	\$	\$ 4,677,474.00	\$ 4,677,474.00	\$	\$	\$
Bay County Council on Aging, Incorporated	UW19KMMKC144	E1991	042929	\$	\$ 722,390.00	\$ 722,390.00	\$	\$	\$
Brevard County Board of County Commissioners	XSTGNLF9ZDJ5	E1992	042931	\$	\$ 1,331,457.00	\$ 1,331,457.00	\$	\$	\$
Capital Area Community Action Agency, Inc.	X13EDG5RKDF1	E1994	042928	\$	\$ 1,518,523.00	\$ 1,518,523.00	\$	\$	\$
Central Florida Community Action Agency, Inc.	M5M3WACM2N33	E1997	042930	\$	\$ 1,871,711.00	\$ 1,871,711.00	\$	\$	\$
Charlotte County	X3RBY2VEDJT3	E1998	042932	\$ -	\$ 338,618.00	\$ 338,618.00	\$ -	\$-	\$ -
Citrus County BOCC	H2TGV5FM16F8	E1999	042953	\$ -	\$ 331,515.00	\$ 331,515.00	\$ -	\$-	\$ -
City of Sanford	FJ52H6M3LY95	E2020	042943	\$ -	\$ 476,739.00	\$ 476,739.00	\$ -	\$-	\$ -
Community Action Program Committee, Inc.	QA8HEH6FZTB9	E1996	042936	\$ -	\$ 1,314,771.00	\$ 1,314,771.00	\$ -	\$-	\$ -
County of Broward	P62KF2SJJ237	E1993	042944	\$ -	\$ 5,356,653.00	\$ 5,356,653.00	\$ -	\$-	\$ -
COUNTY OF VOLUSIA	VY9UEK86CVW3	E2029	042949	\$ -	\$ 1,519,394.00	\$ 1,519,394.00	\$ -	\$-	\$ -
DeSoto County BOCC	GH9DBEQV5KK3	E2001	042954	\$ -	\$ 97,086.00	\$ 97,086.00	\$ -	\$-	\$ -
Economic Opportunities Council of Indian River Cou	YF9ZQ5SECJN7	E2005	042938	\$ -	\$ 420,218.00	\$ 420,218.00	\$ -	\$-	\$ -
Florida Department of Elder Affairs	HCEQLJ1A5CN3	E2002	042942	\$ -	\$ 2,233,584.00	\$ 2,233,584.00	\$ -	\$-	\$ -
Hillsborough, County Of	PGWKT576NH72	E2003	042945	\$ -	\$ 4,243,951.00	\$ 4,243,951.00	\$ -	\$-	\$ -
JACKSON COUNTY SENIOR CITIZENS ORG., INC	F95VP5EB4C25	E2006	042940	\$ -	\$ 174,897.00	\$ 174,897.00	\$ -	\$-	\$ -
LAKE COMMUNITY ACTION AGENCY INC	JN1HBA41ANY4	E2007	042937	\$ -	\$ 968,969.00	\$ 968,969.00	\$ -	\$-	\$ -
Lee County Board of County Commissioners	SS8JCN35XH77	E2008	042946	\$ -	\$ 1,758,492.00	\$ 1,758,492.00	\$ -	\$-	\$ -
Miami-Dade, County Of	MKEJWVSEURF3	E2009	042956	\$ -	\$ 8,301,457.00	\$ 8,301,457.00	\$ -	\$-	\$ -
Mid Florida Community Services, Inc.	FNA3CKDAEDN3	E2011	042939	\$ -	\$ 2,059,854.00	\$ 2,059,854.00	\$ -	\$-	\$ -
Monroe County	QKLSCT2LM7M9	E2012	042955	\$ -	\$ 257,370.00	\$ 257,370.00	\$ -	\$-	\$ -
Northeast Florida Community Action Agency, Inc.	YUJTX2YPG8V3	E2013	042951	\$ -	\$ 6,014,775.00	\$ 6,014,775.00	\$ -	\$-	\$ -
Orange County Florida	ZAMZMX9ZHCM9	E2015	042947	\$ -	\$ 4,303,315.00	\$ 4,303,315.00	\$ -	\$-	\$ -
Osceola County Council on Aging, Inc.	X6WFHB2KNCB5	E2014	042952	\$ -	\$ 1,066,749.00	\$ 1,066,749.00	\$ -	\$-	\$ -
<b>Palm Beach, County Of</b>	<b>XL2DNFMPCR44</b>	<b>E2016</b>	<b>042948</b>	<b>\$ -</b>	<b>\$ 3,452,994.00</b>	<b>\$ 3,452,994.00</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$ -</b>
Pinellas County Urban League, Inc	X5ECCAJYMF4	E2018	042941	\$ -	\$ 2,717,491.00	\$ 2,717,491.00	\$ -	\$-	\$ -
Salvation Army, The	CASLDMECCMS7	E2019	042933	\$ -	\$ 814,731.00	\$ 814,731.00	\$ -	\$-	\$ -
Step Up Suncoast, Inc.	JKMNP2K3JF13	E2025	042950	\$ -	\$ 1,039,061.00	\$ 1,039,061.00	\$ -	\$-	\$ -
SUWANNEE RIVER ECONOMIC COUNCIL INC	TF66NBMN9YB4	E2024	042935	\$ -	\$ 737,803.00	\$ 737,803.00	\$ -	\$-	\$ -
Tri County Community Council, Inc.	KSHUE4AZMR39	E2028	042934	\$ -	\$ 1,997,260.00	\$ 1,997,260.00	\$ -	\$-	\$ -
<b>TOTAL</b>				<b>\$ -</b>	<b>\$ 62,119,302.00</b>	<b>\$ 62,119,302.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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<b>Date of Notice:</b>	<b>09/12/2023</b>
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## Notice of Grant Award/Fund Availability General Information

<b>Subrecipient Name:</b>	SEE ATTACHED	
<b>Unique Entity Identification (UEI #):</b>	SEE ATTACHED	
<b>Federal Award Name:</b>	Low Income Home Energy Assistance	
<b>Grantor:</b>	U.S. Department of Health and Human Services	
<b>Federal Award Identification Number (FAIN):</b>	G-2302FLLIEI	
<b>Federal Award Year:</b>	PY2023	
<b>CFDA/CSFA Title and Number:</b>	Low Income Home Energy Assistance	93.568
<b>Award for Research &amp; Development (Y/N):</b>	No	
<b>Action being Taken:</b>	Issue Award	

### Award Information

<b>Program Year in SERA:</b>	PY2023
<b>Program Group in SERA:</b>	Economic Self-Sufficiency
<b>Program Name in SERA:</b>	Low Income Home Energy Assistance
<b>Project in SERA:</b>	LIHEAP Emergency Supplement - Formula
<b>FLAIR Contract #:</b>	SEE ATTACHED
<b>NFA ID #:</b>	SEE ATTACHED
<b>FLAIR Grant #:</b>	LEI23
<b>Award Period Begin Date:</b>	July 1, 2023
<b>Award Period End Date:</b>	September 1, 2024
<b>Close Out Due by:</b>	September 30, 2024

### Award and Fund Availability

	Award	Funds Available / Release (Maximum cash available for draw)
<b>Current Award/Release:</b>	SEE ATTACHED	SEE ATTACHED
<b>This Action:</b>	SEE ATTACHED	SEE ATTACHED
<b>Revised Award/Release:</b>	SEE ATTACHED	SEE ATTACHED

## **AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS**

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<http://floridajobs.org/grants-management/grants-management/economic-self-sufficiency-organizations>

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Cost Category	Activity
Grantee Administrative Expenses	Salaries including fringe, rent, utilities, travel, other
Direct Client Assistance	Home Energy Assistance Payments Crisis Benefit Payments Weather Related/Supply Shortage
Grantee Leveraging Expense	Crisis Assistance Home Energy Assistance
Grantee Outreach Expense	Salaries including fringe, rent, utilities, travel, other

***Closeout Procedures:*** Awards must be closed out and all obligations liquidated by the close out date indicated under Award Information. Only liquidated expenditures resulting from obligations incurred during the award period are allowable.

***Other Notes/Comments:***

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**PY2023 LIHEAP  
LEI23 - Issue Award**

SUBRECIPIENT	Unique Entity ID #	FLAIR Contract ID	NFA ID	AWARD			RELEASE		
				Current Award	This Action	Revised Award	Current Release	This Action	Revised Release
Agricultural And Labor Program, Inc.	KSJHBDQ8ZM9	E1990	042996	\$	\$ 359,204.00	\$ 359,204.00	\$	\$	\$
Bay County Council on Aging, Incorporated	UW19KMMKC144	E1991	042994	\$	\$ 48,412.00	\$ 48,412.00	\$	\$	\$
Brevard County Board of County Commissioners	XSTGNLF9ZDJ5	E1992	043000	\$	\$ 102,773.00	\$ 102,773.00	\$	\$	\$
Capital Area Community Action Agency, Inc.	X13EDG5RKDF1	E1994	042989	\$	\$ 137,097.00	\$ 137,097.00	\$	\$	\$
Central Florida Community Action Agency, Inc.	M5M3WACM2N33	E1997	042998	\$	\$ 168,674.00	\$ 168,674.00	\$	\$	\$
Charlotte County	X3RBY2VEDJT3	E1998	043010	\$ -	\$ 29,414.00	\$ 29,414.00	\$ -	\$-	\$ -
Citrus County BOCC	H2TGV5FM16F8	E1999	043011	\$ -	\$ 32,889.00	\$ 32,889.00	\$ -	\$-	\$ -
City of Sanford	FJ52H6M3LY95	E2020	042999	\$ -	\$ 60,435.00	\$ 60,435.00	\$ -	\$-	\$ -
Community Action Program Committee, Inc.	QA8HEH6FZTB9	E1996	042990	\$ -	\$ 89,745.00	\$ 89,745.00	\$ -	\$-	\$ -
County of Broward	P62KF2SJJ237	E1993	043001	\$ -	\$ 386,679.00	\$ 386,679.00	\$ -	\$-	\$ -
COUNTY OF VOLUSIA	VY9UEK86CVW3	E2029	043006	\$ -	\$ 116,505.00	\$ 116,505.00	\$ -	\$-	\$ -
DeSoto County BOCC	GH9DBEQV5KK3	E2001	043012	\$ -	\$ 11,714.00	\$ 11,714.00	\$ -	\$-	\$ -
Economic Opportunities Council of Indian River Cou	YF9ZQ5SECJN7	E2005	042992	\$ -	\$ 41,539.00	\$ 41,539.00	\$ -	\$-	\$ -
Hillsborough, County Of	PGWKT576NH72	E2003	043002	\$ -	\$ 295,764.00	\$ 295,764.00	\$ -	\$-	\$ -
JACKSON COUNTY SENIOR CITIZENS ORG., INC	F95VP5EB4C25	E2006	042995	\$ -	\$ 16,174.00	\$ 16,174.00	\$ -	\$-	\$ -
LAKE COMMUNITY ACTION AGENCY INC	JN1HBA41ANY4	E2007	042991	\$ -	\$ 66,680.00	\$ 66,680.00	\$ -	\$-	\$ -
Lee County Board of County Commissioners	SS8JCN35XH77	E2008	043003	\$ -	\$ 125,897.00	\$ 125,897.00	\$ -	\$-	\$ -
Miami-Dade, County Of	MKEJWVSEURF3	E2009	043014	\$ -	\$ 686,646.00	\$ 686,646.00	\$ -	\$-	\$ -
Mid Florida Community Services, Inc.	FNA3CKDAEDN3	E2011	042993	\$ -	\$ 162,501.00	\$ 162,501.00	\$ -	\$-	\$ -
Monroe County	QKLSCT2LM7M9	E2012	043013	\$ -	\$ 17,292.00	\$ 17,292.00	\$ -	\$-	\$ -
Northeast Florida Community Action Agency, Inc.	YUJTX2YPG8V3	E2013	043008	\$ -	\$ 384,957.00	\$ 384,957.00	\$ -	\$-	\$ -
Orange County Florida	ZAMZMX9ZHCM9	E2015	043004	\$ -	\$ 289,788.00	\$ 289,788.00	\$ -	\$-	\$ -
Osceola County Council on Aging, Inc.	X6WFHB2KNCB5	E2014	043009	\$ -	\$ 75,140.00	\$ 75,140.00	\$ -	\$-	\$ -
<b>Palm Beach, County Of</b>	<b>XL2DNFMPCR44</b>	<b>E2016</b>	<b>043005</b>	<b>\$ -</b>	<b>\$ 262,428.00</b>	<b>\$ 262,428.00</b>	<b>\$ -</b>	<b>\$-</b>	<b>\$ -</b>
Pinellas County Urban League, Inc	X5ECCAJYYMF4	E2018	042997	\$ -	\$ 197,787.00	\$ 197,787.00	\$ -	\$-	\$ -
Salvation Army, The	CASLDMECCMS7	E2019	042986	\$ -	\$ 66,309.00	\$ 66,309.00	\$ -	\$-	\$ -
Step Up Suncoast, Inc.	JKMNP2K3JF13	E2025	043007	\$ -	\$ 82,101.00	\$ 82,101.00	\$ -	\$-	\$ -
SUWANNEE RIVER ECONOMIC COUNCIL INC	TF66NBMN9YB4	E2024	042988	\$ -	\$ 87,905.00	\$ 87,905.00	\$ -	\$-	\$ -
Tri County Community Council, Inc.	KSHUE4AZMR39	E2028	042987	\$ -	\$ 124,421.00	\$ 124,421.00	\$ -	\$-	\$ -
<b>TOTAL</b>				<b>\$ -</b>	<b>\$ 4,526,870.00</b>	<b>\$ 4,526,870.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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<i>Date of Notice:</i>	10/05/2023
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## **Notice of Grant Award/Fund Availability**

### **General Information**

<i>Subrecipient Name:</i>	SEE ATTACHED	
<i>Unique Entity Identification (UEI #):</i>	SEE ATTACHED	
<i>Federal Award Name:</i>	Low Income Home Energy Assistance	
<i>Grantor:</i>	U.S. Department of Health and Human Services	
<i>Federal Award Identification Number (FAIN):</i>	G-2202FLLIEA	
<i>Federal Award Year:</i>	PY2022	
<i>CFDA/CSFA Title and Number:</i>	Low Income Home Energy Assistance	93.568
<i>Award for Research &amp; Development (Y/N):</i>	No	
<i>Action being Taken:</i>	Issue Q2 Release	

### **Award Information**

<i>Program Year in SERA:</i>	PY2022
<i>Program Group in SERA:</i>	Economic Self-Sufficiency
<i>Program Name in SERA:</i>	Low Income Home Energy Assistance
<i>Project in SERA:</i>	LIHEAP - Formula
<i>FLAIR Contract #:</i>	SEE ATTACHED
<i>NFA ID #:</i>	SEE ATTACHED
<i>FLAIR Grant #:</i>	LEA22
<i>Award Period Begin Date:</i>	July 1, 2023
<i>Award Period End Date:</i>	June 30, 2024
<i>Close Out Due by:</i>	September 30, 2024

### **Award and Fund Availability**

	<b>Award</b>	<b>Funds Available / Release</b> (Maximum cash available for draw)
<i>Current Award/Release:</i>	SEE ATTACHED	SEE ATTACHED
<i>This Action:</i>	SEE ATTACHED	SEE ATTACHED
<i>Revised Award/Release:</i>	SEE ATTACHED	SEE ATTACHED

## **AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS**

**General Conditions:** Pursuant to paragraph (5) FUNDING/CONSIDERATION, of the Federally Funded Subgrant Umbrella Agreement (Umbrella Agreement) by and between Florida Commerce and Subrecipient, this Notice of Fund Availability (NFA) is notice in writing by Florida Commerce that Subrecipient may incur costs and submit for reimbursement in an amount not to exceed the lesser of the state authorized budget authority or the released amount shown above, subject to the terms of the Agreement and any amendments thereto, the availability of funds as determined solely by Florida Commerce, and the Florida Legislature's appropriation of funds. These funds are available for cash draws under the Subrecipient Enterprise Resource Application (SERA) Program Year and Program Title/Project in SERA described on page one of this notice. The indirect cost rate or indirect cost method for this subaward, whether federal or non-federal, will be the federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between Florida Commerce and the Subrecipient, or if optionally elected by the Subrecipient, the de minimis rate or the cost allocation method.

The current amount awarded and released to the Subrecipient under the Umbrella Agreement is limited to the amount shown on the attached Funding Table.

At no point during the duration of the Umbrella Agreement shall the Subrecipient be reimbursed for any costs that exceed Florida Commerce's authorized budget authority per state fiscal year. Funding availability may be limited or expanded through one or more NFAs supplement to this Agreement.

***Special Grant Conditions:*** The purpose of these funds is to provide assistance to low income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy. Use of these funds must be consistent with the PY2023 Low Income Home Energy Assistance State Plan (between FLORIDA COMMERCE and the HHS). The PY2023 Low Income Home Energy Assistance State Plan and other information necessary for compliance with 2 CFR 200.331 that is specific to this FAIN is located at:

<http://floridajobs.org/grants-management/grants-management/economic-self-sufficiency-organizations>

Information located at the above link is hereby incorporated into this NFA.

***Financial Reporting Requirements:*** All cash draws and expenditures must be recorded in accordance with the SERA Business Rules. Expenditures must be reported within established timelines and by the cost categories and activities established for the particular grant program.

**Cost Categories and Activities:**

Cost Category	Activity
Grantee Administrative Expenses	Salaries including fringe, rent, utilities, travel, other
Direct Client Assistance	Home Energy Assistance Payments
	Crisis Benefit Payments
	Weather Related/Supply Shortage
Grantee Leveraging Expense	Crisis Assistance
	Home Energy Assistance
Grantee Outreach Expense	Salaries including fringe, rent, utilities, travel, other

**Closeout Procedures:** Awards must be closed out and all obligations liquidated by the close out date indicated under Award Information. Only liquidated expenditures resulting from obligations incurred during the award period are allowable.

**Other Notes/Comments:**

**Questions:** Fiscal questions regarding these funds should be addressed to Adrienne Orbigoso at (850) 245-7357 or via email to [adrienne.orbigoso@commerce.fl.gov](mailto:adrienne.orbigoso@commerce.fl.gov). Program policy questions should be addressed to Frankie Hernandez at (850) 717-8458 or via email to [frankie.hernandez@commerce.fl.gov](mailto:frankie.hernandez@commerce.fl.gov). Subrecipient Enterprise Resource Application (SERA) questions should be addressed to SERA Helpdesk via email to [serahelpdesk@commerce.fl.gov](mailto:serahelpdesk@commerce.fl.gov).

**PY2022 LIHEAP  
LEA22 - Increase Release**

SUBRECIPIENT	Unique Entity ID #	FLAIR Contract ID	NFA ID	AWARD			RELEASE		
				Current Award	This Action	Revised Award	Current Release	This Action	Revised Release
Agricultural and Labor Program, Inc.	KSJHBDQ8ZM9	E1990	042650	\$ 3,323,068.00	\$ -	\$ 3,323,068.00	\$ 1,607,381.00	\$ 1,607,381.00	\$ 3,214,762.00
Bay County Council on Aging, Incorporated	UW19KMMMK144	E1991	042661	\$ 466,061.00	\$ -	\$ 466,061.00	\$ 308,318.00	\$ 157,743.00	\$ 466,061.00
Brevard County Board of County Commissioners	XSTGNLF9ZDJ5	E1992	042655	\$ 496,147.00	\$ -	\$ 496,147.00	\$ 459,892.00	\$ 36,255.00	\$ 496,147.00
Capital Area Community Action Agency, Inc.	X13EDG5RKDF1	E1994	042645	\$ 2,431,382.00	\$ -	\$ 2,431,382.00	\$ 736,184.00	\$ 736,184.00	\$ 1,472,368.00
Central Florida Community Action Agency, Inc.	M5M3WACM2N33	E1997	042652	\$ 3,019,166.00	\$ -	\$ 3,019,166.00	\$ 754,789.00	\$ 1,055,015.00	\$ 1,809,804.00
Charlotte County	X3RBY2VEDJT3	E1998	042662	\$ 602,684.00	\$ -	\$ 602,684.00	\$ 156,627.00	\$ 156,627.00	\$ 313,254.00
Community Action Program Committee, Inc.	QA8HEH6FZTB9	E1996	042646	\$ 1,606,385.00	\$ -	\$ 1,606,385.00	\$ 401,595.00	\$ 401,595.00	\$ 803,190.00
County of Broward	P62KF2SJJ237	E1993	042656	\$ 6,921,304.00	\$ -	\$ 6,921,304.00	\$ 2,110,042.00	\$ 2,065,526.00	\$ 4,175,568.00
Palm Beach, County Of	XL2DNFMPCR44	E2016	042658	\$ 4,697,292.00	\$ -	\$ 4,697,292.00	\$ 1,212,477.00	\$ 1,212,479.00	\$ 2,424,956.00
DeSoto County BOCC	GH9DBEQV5KK3	E2001	042663	\$ 112,814.00	\$ -	\$ 112,814.00	\$ 70,418.00	\$ 42,396.00	\$ 112,814.00
JACKSON COUNTY SENIOR CITIZENS ORG., INC	F95VP5EB4C25	E2006	042649	\$ 289,508.00	\$ -	\$ 289,508.00	\$ 72,377.00	\$ 72,377.00	\$ 144,754.00
LAKE COMMUNITY ACTION AGENCY INC	JN1HBA41ANY4	E2007	042647	\$ 524,422.00	\$ -	\$ 524,422.00	\$ 375,451.00	\$ 148,971.00	\$ 524,422.00
Lee County Board of County Commissioners	SS8JCN35XH77	E2008	042657	\$ 738,044.00	\$ -	\$ 738,044.00	\$ 552,072.00	\$ 185,972.00	\$ 738,044.00
Mid Florida Community Services, Inc.	FNA3CKDAEDN3	E2011	042648	\$ 1,812,584.00	\$ -	\$ 1,812,584.00	\$ 930,771.00	\$ 523,559.00	\$ 1,454,330.00
Monroe County	QKLSCT2LM7M9	E2012	042664	\$ 309,528.00	\$ -	\$ 309,528.00	\$ 93,608.00	\$ 79,261.00	\$ 172,869.00
Northeast Florida Community Action Agency, Inc.	YUJTX2YPG8V3	E2013	042660	\$ 6,890,471.00	\$ -	\$ 6,890,471.00	\$ 1,722,618.00	\$ 1,722,618.00	\$ 3,445,236.00
Pinellas County Urban League, Inc	X5ECCAJYYMF4	E2018	042651	\$ 971,225.18	\$ -	\$ 971,225.18	\$ 867,365.00	\$ 103,860.18	\$ 971,225.18
Salvation Army, The	CASLDMECCMS7	E2019	042642	\$ 1,186,888.00	\$ -	\$ 1,186,888.00	\$ 296,720.00	\$ 296,723.00	\$ 593,443.00
Step Up Suncoast, Inc.	JKMNP2K3JF13	E2025	042659	\$ 1,469,547.00	\$ -	\$ 1,469,547.00	\$ 387,347.75	\$ 387,347.75	\$ 774,695.50
SUWANNEE RIVER ECONOMIC COUNCIL INC	TF66NBMN9YB4	E2024	042644	\$ 599,357.00	\$ -	\$ 599,357.00	\$ 407,259.00	\$ 192,098.00	\$ 599,357.00
Tri County Community Council, Inc.	KSHUE4AZMR39	E2028	042643	\$ 2,227,064.00	\$ -	\$ 2,227,064.00	\$ 801,743.00	\$ 579,036.00	\$ 1,380,779.00
<b>TOTAL</b>				<b>\$ 40,694,941.18</b>	<b>\$ -</b>	<b>\$ 40,694,941.18</b>	<b>\$ 14,325,054.75</b>	<b>\$ 11,763,023.93</b>	<b>\$ 26,088,078.68</b>

## Notice of Grant Award/Fund Availability General Information

<b>Subrecipient Name:</b>	See Attachment	
<b>Unique Entity Identification (UEI #):</b>	See Attachment	
<b>Federal Award Name:</b>	Community Service Block Grant	
<b>Grantor:</b>	U.S. Department of Health and Human Services	
<b>Federal Award Identification Number (FAIN):</b>	G2203FLCOSR	
<b>Federal Award Year:</b>	PY2023	
<b>CFDA/CSFA Title and Number:</b>	Community Services Block Grant	93.569
<b>Award for Research &amp; Development (Y/N):</b>	No	
<b>Action being Taken:</b>	Issue Award and Release	

### Award Information

<b>Program Year in SERA:</b>	PY2023
<b>Program Group in SERA:</b>	Economic Self-Sufficiency
<b>Program Name in SERA:</b>	Community Services Block Grant
<b>Project in SERA:</b>	CSBG – Formula
<b>FLAIR Contract #:</b>	See Attachment
<b>NFA ID #:</b>	See Attachment
<b>FLAIR Grant #:</b>	SBG23
<b>Award Period Begin Date:</b>	July 1, 2023
<b>Award Period End Date:</b>	June 30, 2024
<b>Close Out Due by:</b>	August 31, 2024

### Award and Fund Availability

	Award	Funds Available / Release (Maximum cash available for draw)
<b>Current Award/Release:</b>	See Attachment	See Attachment
<b>This Action:</b>	See Attachment	See Attachment
<b>Revised Award/Release:</b>	See Attachment	See Attachment

## **AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS**

On July 1, 2023, the Florida Department of Economic Opportunity will be renamed to the Florida Department of Commerce ("Commerce"). Effective July 1, 2023, all references to "Department of Economic Opportunity" or "DEO" are replaced with "Department of Commerce" or "Commerce," as appropriate.

**General Conditions:** Pursuant to paragraph (5) FUNDING/CONSIDERATION, of the Federally Funded Subgrant Umbrella Agreement (Umbrella Agreement) by and between Commerce and Subrecipient, this Notice of Fund Availability (NFA) is notice in writing by Commerce that Subrecipient may incur costs and submit for reimbursement in an amount not to exceed the lesser of the state authorized budget authority or the released amount shown above, subject to the terms of the Agreement and any amendments thereto, the availability of funds as determined solely by Commerce, and the Florida Legislature's appropriation of funds. These funds are available for cash draws under the Subrecipient Enterprise Resource Application (SERA) Program Year and Program Title/Project in SERA described on page one of this notice. The indirect cost rate or indirect cost method for this subaward, whether federal or non-federal, will be the federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between Commerce and the Subrecipient, or if optionally elected by the Subrecipient, the de minimis rate or the cost allocation method.

The current amount awarded and released to the Subrecipient under the Umbrella Agreement is *limited to the amount shown on the attached Funding Table*. The maximum cash available for draw *is limited to the amount shown on the attached Funding Table*, under the revised released column.

At no point during the duration of the Umbrella Agreement shall the Subrecipient be reimbursed for any costs that exceed Commerce's authorized budget authority per state fiscal year. Funding availability may be limited or expanded through one or more NFAs supplement to this Agreement

**Special Grant Conditions:** The purpose of these funds is to alleviate the causes and conditions of poverty in communities. Use of these funds must be consistent with the PY2023 Community Services Block Grant State Plan (between Commerce and the HHS). The PY2023 Community Services Block Grant State Plan and other information necessary for compliance with 2 CFR 200.331 that is specific to this FAIN is located at:

<http://floridajobs.org/grants-management/grants-management/economic-self-sufficiency-organizations>

Information located at the above link is hereby incorporated into this NFA.

**Financial Reporting Requirements:** All cash draws and expenditures must be recorded in accordance with the SERA Business Rules. Expenditures must be reported within established timelines and by the cost categories and activities established for the particular grant program.

**Cost Categories and Activities:**

Cost Category	Activity
<b>CSBG Expenditures Domains</b>	A.2a. Employment
	A.2b. Education and Cognitive Development
	A.2c. Income, Infrastructure, and Asset Building
	A.2d. Housing
	A.2e. Health and Social/Behavioral Development (includes nutrition)
	A.2f. Civic Engagement and Community Involvement
	A.2g. Services Supporting Multiple Domains
	A.2h. Linkages (e.g. partnerships that support multiple domains for the specific purposes of disaster and/or emergency services)
	A.2i. Agency Capacity Building
	A.2j. Other (e.g. emergency management/disaster relief)
<b>Administration</b>	A.3 Administration Expenses

**Closeout Procedures:** Awards must be closed out and all obligations liquidated by the close out date indicated under Award Information. Only liquidated expenditures resulting from obligations incurred during the award period are allowable.

**Other Notes/Comments:**

**Questions:** Fiscal questions regarding these funds should be addressed to Adrienne Orbigoso at (850) 245-7357 or via email to [adrienne.orbigoso@deo.myflorida.com](mailto:adrienne.orbigoso@deo.myflorida.com). Subrecipient Enterprise Resource Application (SERA) questions may be addressed to SERA Helpdesk via email to [serahelpdesk@deo.myflorida.com](mailto:serahelpdesk@deo.myflorida.com).



**PY2023 CSBG**  
**SBG23 - Issue Award and Release**

SUBRECIPIENT	Unique Entity ID #	FLAIR Contract ID	NFA ID	AWARD			RELEASE		
				Current Award	This Action	Revised Award	Current Release	This Action	Revised Release
Agricultural and Labor Program, Inc.	KSJHBDQ8ZM9	E1990		\$	\$ 1,063,067.00	\$ 1,063,067.00	\$	\$ 265,767.00	\$ 265,767.00
Brevard County Board of County Commissioners	XSTGNLF9ZDJ5	E1992		\$	\$ 375,769.00	\$ 375,769.00	\$	\$ 93,942.00	\$ 93,942.00
Capital Area Community Action Agency, Inc.	X13EDG5RKDF1	E1994		\$	\$ 586,851.00	\$ 586,851.00	\$	\$ 146,713.00	\$ 146,713.00
Central Florida Community Action Agency, Inc.	M5M3WACM2N33	E1997		\$	\$ 727,381.00	\$ 727,381.00	\$	\$ 181,844.00	\$ 181,844.00
Centro-Campesino Farmworker Center, Inc	CT9ZXHVKLJZ1	E1995		\$ -	\$ 200,000.00	\$ 200,000.00	\$	\$ 50,001.00	\$ 50,001.00
Charlotte County	X3RBY2VEDJT3	E1998		\$ -	\$ 120,140.00	\$ 120,140.00	\$	\$ 48,035.00	\$ 48,035.00
Coalition of Florida Farmworker Organizations, Inc	N71XRN7RA576	E2000		\$ -	\$ 471,541.00	\$ 471,541.00	\$	\$ 112,712.00	\$ 112,712.00
Community Action Program Committee, Inc.	QA8HEH6FZTB9	E1996		\$ -	\$ 382,096.00	\$ 382,096.00	\$	\$ 95,523.00	\$ 95,523.00
County of Broward	P62KF25JJ237	E1993		\$ -	\$ 1,574,891.00	\$ 1,574,891.00	\$	\$ 440,969.00	\$ 440,969.00
County of Volusia	VY9UEK86CVW3	E2029		\$ -	\$ 528,468.00	\$ 528,468.00	\$	\$ 188,699.00	\$ 188,699.00
Economic Opportunities Council of Indian River Cou	YF9ZQ5SECJN7	E2005		\$ -	\$ 196,881.00	\$ 196,881.00	\$	\$ 49,174.00	\$ 49,174.00
Hillsborough, County of	PGWKT576NH72	E2003		\$ -	\$ 1,700,495.00	\$ 1,700,495.00	\$	\$ 603,217.00	\$ 603,217.00
LAKE COMMUNITY ACTION AGENCY INC	JN1HBA41ANY4	E2007		\$ -	\$ 149,796.00	\$ 149,796.00	\$	\$ 43,346.00	\$ 43,346.00
Lee County Board of County Commissioners	SS8JCN35XH77	E2008		\$ -	\$ 489,233.00	\$ 489,233.00	\$	\$ 122,308.00	\$ 122,308.00
Miami-Dade, County of	MKEJWVSEURF3	E2009		\$ -	\$ 3,258,160.00	\$ 3,258,160.00	\$	\$ 814,540.00	\$ 814,540.00
Mid Florida Community Services, Inc.	FNA3CKDAEDN3	E2011		\$ -	\$ 813,402.00	\$ 813,402.00	\$	\$ 260,288.00	\$ 260,288.00
Northeast Florida Community Action Agency, Inc.	YUJTX2YPG8V3	E2013		\$ -	\$ 1,779,123.00	\$ 1,779,123.00	\$	\$ 444,782.00	\$ 444,782.00
Orange County Florida	ZAMZMX9ZHCM9	E2015		\$ -	\$ 1,131,115.00	\$ 1,131,115.00	\$	\$ 119,191.00	\$ 119,191.00
Osceola County Council on Aging, Inc.	X6WFHB2KNCB5	E2014		\$ -	\$ 285,341.00	\$ 285,341.00	\$	\$ 71,335.00	\$ 71,335.00
<b>Palm Beach, County Of</b>	<b>XL2DNFMPCR44</b>	<b>E2016</b>		<b>\$ -</b>	<b>\$ 1,192,923.00</b>	<b>\$ 1,192,923.00</b>	<b>\$</b>	<b>\$ 235,958.00</b>	<b>\$ 235,958.00</b>
Pinellas Opportunity Council, Inc.	G2H8KG99W5G6	E2017		\$ -	\$ 869,790.00	\$ 869,790.00	\$	\$ 217,448.00	\$ 217,448.00
Sarasota County, Florida	K45XBE88XP88	E2021		\$ -	\$ 230,791.00	\$ 230,791.00	\$	\$ 57,698.00	\$ 57,698.00
Seminole County Government	JPJLF4QHYZR13	E2022		\$ -	\$ 310,725.00	\$ 310,725.00	\$	\$ 77,681.00	\$ 77,681.00
St. Lucie County	JPL2MN5LS2Q8	E2026		\$ -	\$ 413,927.00	\$ 413,927.00	\$	\$ 103,482.00	\$ 103,482.00
Step UP Suncoast, Inc	JKMNP2K3JF13	E2025		\$ -	\$ 494,542.00	\$ 494,542.00	\$	\$ 145,000.00	\$ 145,000.00
SUWANNEE RIVER ECONOMIC COUNCIL INC	TF66NBMN9YB4	E2024		\$ -	\$ 374,410.00	\$ 374,410.00	\$	\$ 96,002.00	\$ 96,002.00
Tri County Community Council, Inc.	KSHUE4AZMR39	E2028		\$ -	\$ 670,113.00	\$ 670,113.00	\$	\$ 221,137.00	\$ 221,137.00
<b>TOTAL</b>				<b>\$ -</b>	<b>\$ 20,390,971.00</b>	<b>\$ 20,390,971.00</b>	<b>\$ -</b>	<b>\$ 5,306,792.00</b>	<b>\$ 5,306,792.00</b>

<i>Date of Notice:</i>	11/27/2023
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## **Notice of Grant Award/Fund Availability**

### **General Information**

<i>Subrecipient Name:</i>	See Attachment	
<i>Unique Entity Identification (UEI #):</i>	See Attachment	
<i>Federal Award Name:</i>	Low Income Home Energy Assistance	
<i>Grantor:</i>	U.S. Department of Health and Human Services	
<i>Federal Award Identification Number (FAIN):</i>	G-2102FLLWC6	
<i>Federal Award Year:</i>	PY2021	
<i>CFDA/CSFA Title and Number:</i>	Low Income Home Energy Assistance	93.499
<i>Award for Research &amp; Development (Y/N):</i>	No	
<i>Action being Taken:</i>	Redistribute Award & Release	

### **Award Information**

<i>Program Year in SERA:</i>	PY2021
<i>Program Group in SERA:</i>	Economic Self-Sufficiency
<i>Program Name in SERA:</i>	Low Income Household Water Assistance
<i>Project in SERA:</i>	LIHWAP - Formula
<i>FLAIR Contract #:</i>	See Attachment
<i>NFA ID #:</i>	See Attachment
<i>FLAIR Grant #:</i>	LEH21
<i>Award Period Begin Date:</i>	July 1, 2023
<i>Award Period End Date:</i>	November 30, 2023
<i>Close Out Due by:</i>	December 15, 2023

### **Award and Fund Availability**

	Award	Funds Available / Release (Maximum cash available for draw)
<i>Current Award/Release:</i>	See Attachment	See Attachment
<i>This Action:</i>	See Attachment	See Attachment
<i>Revised Award/Release:</i>	See Attachment	See Attachment

## **AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS**

**General Conditions:** Pursuant to paragraph (5) FUNDING/CONSIDERATION, of the Federally Funded Subgrant Umbrella Agreement (Umbrella Agreement) by and between FLORIDA COMMERCE and Subrecipient, this Notice of Fund Availability (NFA) is notice in writing by FLORIDA COMMERCE that Subrecipient may incur costs and submit for reimbursement in an amount not to exceed the lesser of the state authorized budget authority or the released amount shown above, subject to the terms of the Agreement and any amendments thereto, the availability of funds as determined solely by FLORIDA COMMERCE, and the Florida Legislature's appropriation of funds. These funds are available for cash draws under the Subrecipient Enterprise Resource Application (SERA) Program Year and Program Title/Project in SERA described on page one of this notice. The indirect cost rate or indirect cost method for this subaward, whether federal or non-federal, will be the federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between FLORIDA COMMERCE and the Subrecipient, or if optionally elected by the Subrecipient, the de minimis rate or the cost allocation method.

This Notice of Grant Award/Fund Availability will be updated for State Fiscal Year 2023-24 for the amount of funds that can be drawn on or before September 30, 2023.

At no point during the duration of the Umbrella Agreement shall the Subrecipient be reimbursed for any costs that exceed FLORIDA COMMERCE's authorized budget authority per state fiscal year. Funding availability may be limited or expanded through one or more NFAs supplement to this Agreement.

**Special Grant Conditions:** The Additional Supplemental Appropriations for American Rescue Plan Act of 2021 and Consolidated Appropriations Act, 2021 [Public Law 116-260] provides funds to assist those with low-income with drinking water and wastewater services.

Funds from the supplemental appropriation were authorized for services related to those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services.

Subrecipient will use the funds to provide additional financial assistance to individuals and families in Florida's 67 counties. Low-income households, with the benefit of this assistance, will not be forced to choose between paying for water services and other necessities like housing, food, and medicine. The FY2021 Low-Income Household Water Assistance Program follows the 45 CFR 75, and the supplemental terms and conditions can be found at:

<https://bit.ly/3uTRUNW>

Information located in the link above is hereby incorporated into this NFA.

**PROJECT DESIGN:**

**FLORIDA COMMERCE** will serve as the “Grantee” and manage the project from the state level in partnership with local service providers consisting of Community Action Agencies (CAAs), local governments and non-profit organizations, that will perform outreach activities and provide **FLORIDA COMMERCE** information for monitoring and reporting purposes.

**LIHWAP Providers/Subrecipient** will be responsible for administering this program to the public. **FLORIDA COMMERCE** will administer funds to Water Vendors/Providers through the Subrecipient until September 2023.

**FLORIDA COMMERCE** will further engage a contractor to provide guidance on implementing outreach activities as well as to provide monitoring of the outreach activities.

#### **CLIENT ELIGIBILITY:**

1. Subrecipient will certify that each household receiving LIHWAP services is income eligible. The sum of all countable income from all household members must be used in determining eligibility. For households with 1-8 members, the total gross household income cannot exceed 60% percent of the State Median Income. For households with 9+ members, the Federal Poverty Guidelines will be used.
2. Subrecipient will maintain information in a file for each LIHWAP Eligible Participant that includes information per the contract agreement.
3. Applicant must be a member of a household impacted by disconnection of drinking water and wastewater services and/or in need of assistance with arrearages in payment for these services to prevent future disconnection.
4. Applicant must reside in a Florida county.
5. Applicant must be a citizen, qualified alien, or permanent resident of the U.S.
6. In calculating total gross household income, Subrecipient will abide by the current year's Sources of Allowable Income to determine what is and is not counted as income.
7. The applicant will need to provide:
  - a. If the applicant pays a water provider directly, they will need: Water provider name, contact information, account number, and a copy of their most recent bill OR
  - b. If the applicant’s water bill is an itemized portion of their rent, they will need: A copy of their rental/lease agreement showing the breakdown of the rental bill including water services OR
  - c. If the applicant rents and does not pay a separate water bill, they will need: The landlord’s name and contact information (phone number or email) and a copy of their most recent rental receipt or least agreement stating water service coverage and cost.

#### **MONITORING:**

**FLORIDA COMMERCE** will conduct onsite or virtual monitoring of the LIHWAP assistance funding program at least once prior to the expiration of LIHWAP funding through September 2023. Additional onsite or virtual visits will be conducted thereafter as necessary.

Subrecipient will allow FLORIDA COMMERCE’s approved contractor to carry out monitoring, evaluation, and technical assistance, and will ensure the cooperation of its employees and of any subcontractors with whom Subrecipient contracts to carry out program activities. Subrecipients will be required to be in compliance with 45 CFR 75 for appropriate monitoring activities.

FLORIDA COMMERCE’s monitoring will also include verification of local outreach efforts performed and corresponding results achieved by the Subrecipients.

See Exhibit A below:

**EXHIBIT A**

CAA:		
Year:		
Month:		
Strategy #	Measure of Effort	Monthly Total
Strategy 1	Number of locations where flyers/posters were placed	
Strategy 1	Total number of flyers/posters distributed	
Strategy 1	Number of organizations partnering to disseminate flyers/posters	
Strategy 2	Number of media channels identified	
Strategy 2	Number of published articles/ads	
Strategy 2	Estimated readership	
Strategy 2	Number of PSAs aired	
Strategy 2	Estimated reach	
Strategy 3	Number of vendor agreements established	
Strategy 4	Number LIHEAP recipients contacted through mailing campaign	
Strategy 5	Number of social media platforms used	
Strategy 5	Number of posted messages	
Strategy 5	Number of views/impressions	
Strategy 5	Number of shares	
Strategy 6	Number of clients that benefit from LIHWAP that do not speak English.	
Strategy 7	Number of clients that applied for LIHWAP in conjunction with other low-income programs.	
Strategy 8	Number of recipients of Homeowner Assistance Fund that become clients of LIHWAP.	
Strategy 8	Number of recipients from other programs that become clients of LIHWAP	
Strategy 9	Number of religious institutions within your network that are willing to promote the use of LIHWAP services	
Strategy 9	Number of people that apply from the event	

**OUTREACH ACTIVITIES:**

Subrecipient will collaborate with FLORIDA COMMERCE’s assigned contractor to define a project specific outreach plan for administrative support to help move project towards completion.

Subrecipient outreach activities will be prioritized to households with elderly, disabled, and/or children 5 years or younger. Subrecipients will be required to provide their completed Local Outreach Report Template document to FLORIDA COMMERCE. This document will provide statistical data and activities on the type of outreach, number of contacts, etc. This report shall be due the 5th of every month.

At a minimum, the Subrecipient will be required to perform the following specific outreach efforts:

**1. Display posters and distributing flyers in strategic locations**

- a. Subrecipients are required to place posters and distribute LIHWAP flyers in their counties to inform the public of LIHWAP.
- b. Additional information, guidance, and strategy for posters and flyers placement can be found in the Posters and Flyers Toolkit.

**2. Broadcasting public service announcements (PSA) via local TV and radio stations**

- a. Subrecipients are required to utilize newspapers, paid advertisements, television, radio, and phone calls to further reach the targeted audience, such as rural communities.
- b. Additional information, guidance, and strategy for this outreach activity can be found in the Public Service Announcement Toolkit and Social Media Toolkit.

**3. Partnering with other low-income program offices to assist in reaching our targeted population**

- a. Subrecipient should partner with multiple low-income program offices and other venues to distribute and post LIHWAP posters and flyers. Some examples would be tenants in Section 8 and public housing programs, Senior Citizen Centers, County courthouse, meal sites, grocery stores, laundromats, churches, hospitals, fast-food locations, day cares, local libraries, and other establishments.
- b. Additional information, guidance, and strategy for these low-income programs can be found in the Low-Income Program Toolkit.

**4. LIHWAP Providers need to identify local offices already supporting the non-English speaking population and high traffic locations that engage with the Hispanic, Haitian-Creole, and other culturally represented communities to share LIHWAP program benefits across various communities and ethnic groups.**

- a. Statistics show that over 30% of Florida residents are speakers of non-English languages. In 2019, 22.5% of the overall population of Florida is native Spanish speakers with the next closest being Haitian Creole at 2.3%.
- b. Additional information, guidance, and strategy for these low-income programs can be found in the Multi-Lingual Toolkit.

**PROGRAM REQUIREMENTS:**

Subrecipient will use the funds within this NFA to carry out Eligible Activities that include, but are not limited to:

1. Providing services related to LIHWAP that fall within the goals of the LIHWAP program.
2. Supporting activities that are designed to assist families and individuals who are income eligible, including families and individuals receiving assistance through other programs, disabled individuals and families with low income, elderly individuals and families with low income, and families and individuals with children (5 years of age or younger) with low income.
3. Subrecipient will make the services available under this grant to income eligible individuals and families who continue to have human and social services needs because of the devastating impact of COVID-19.
4. Subrecipient will ensure that services provided through LIHWAP are not duplicative of the services provided through State, Federal, or other funding sources or entities unless the services to be provided by LIHWAP are significantly different than those provided through another source.
5. Subrecipient will keep track of populations served via the SERA LIHWAP Module data tracking system. Subrecipient will be required to update the SERA LIHWAP Module for monitoring purposes monthly.
6. Subrecipient must maintain the written policies outlined in the contract agreement. Subrecipients will comply with 2 CFR 200 including the required contractual provisions under Appendix II Part 200 A-I.
7. By accepting this award, Subrecipient certifies that it will use its best efforts to implement LIHWAP outreach activities expeditiously to maximize the benefits of the program.
8. Subrecipient will administer the LIHWAP Program in accordance with 45 CFR 75 and Agreement.
9. Subrecipient will perform outreach activities as specified in the Administration section.
10. Subrecipient acknowledges that failure to implement the LIHWAP project at an acceptable pace, as determined in FLORIDA COMMERCE's reasonable discretion, may result in FLORIDA COMMERCE taking action to modify or terminate the award in accordance with the LIHWAP Scope of Work attached to the Subgrant Agreement.

**Financial Reporting Requirements:** All cash draws and expenditures must be recorded in accordance with the SERA Business Rules. Expenditures must be reported within established timelines and by the cost categories and activities established for the particular grant program.

**Cost Categories and Activities:**

Cost Category	Activity
Grantee Administrative Expenses	Salaries including fringe, rent, utilities, travel, other
Direct Client Assistance	Home Energy Assistance Payments Crisis Benefit Payments

	Weather Related/Supply Shortage
Grantee Leveraging Expense	Crisis Assistance Home Energy Assistance
Grantee Outreach Expense	Salaries including fringe, rent, utilities, travel, other

***Closeout Procedures:*** Awards must be closed out and all obligations liquidated by the close out date indicated under Award Information. Only liquidated expenditures resulting from obligations incurred during the award period are allowable.

***Other Notes/Comments:***

***Questions*** Fiscal questions regarding these funds should be addressed to Adrienne Orbigoso at (850) 245-7357 or via email to [adrienne.orbigoso@commerce.fl.gov](mailto:adrienne.orbigoso@commerce.fl.gov). Subrecipient Enterprise Resource Application (SERA) questions should be addressed to the SERA Helpdesk via email to [serahelpdesk@commerce.fl.gov](mailto:serahelpdesk@commerce.fl.gov).





**PY2022 LIHWAP**  
**LEH21 - Redistribute Award/Release**

SUBRECIPIENT	Unique Entity ID #	FLAIR Contract ID	NFA ID	AWARD			RELEASE		
				Current Award	This Action	Revised Award	Current Release	This Action	Revised Release
Capital Area Community Action Agency, Inc.	X13EDG5RKDF1	E1994	042619	\$ 10,833.00	\$ (10,833.00)	\$	\$ 10,833.00	\$ (10,833.00)	\$
Lee County Board of County Commissioners	SS8JCN35XH77	E2008	042628	\$ 319,672.00	\$ (115,686.38)	\$ 203,985.62	\$ 319,672.00	\$ (115,686.38)	\$ 203,985.62
<b>Palm Beach, County Of</b>	<b>XL2DNFMPCR44</b>	<b>E2016</b>	<b>042630</b>	<b>\$ 433,549.00</b>	<b>\$ 126,519.38</b>	<b>\$ 560,068.38</b>	<b>\$ 433,549.00</b>	<b>\$ 126,519.38</b>	<b>\$ 560,068.38</b>
<b>TOTAL</b>				<b>\$ 764,054.00</b>	<b>\$ -</b>	<b>\$ 764,054.00</b>	<b>\$ 764,054.00</b>	<b>\$ -</b>	<b>\$ 764,054.00</b>

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT**

BGEX - 145 - 121523\*0629  
BGRV - 145 -121523\*0187

**FUND (1003) - COMMUNITY ACTION PROGRAM**

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/15/23	REMAINING BALANCE
<b>REVENUE</b>								
145 1455 3168	Fed Grant Indirect - Human Services	1,094,998	2,218,700	97,925	0	2,316,625		
<b>Total Revenue</b>		<b>1,743,165</b>	<b>2,407,025</b>	<b>97,925</b>	<b>0</b>	<b>2,504,950</b>		
<b>EXPENDITURE</b>								
145 1455 3421	Contractual Services-Training	250,000	250,000	97,925	0	347,925	141,182	206,743
<b>Total Expenditures</b>		<b>1,743,165</b>	<b>2,407,025</b>	<b>97,925</b>	<b>0</b>	<b>2,504,950</b>	<b>141,182</b>	<b>2,363,768</b>

BUD\_BLNK.xl

**Signatures**

**Date**

**By Board of County Commissioners  
At Meeting of 1/23/2024**

**COMMUNITY SERVICES**

**INITIATING DEPARTMENT/DIVISION Julie Dowe**

**Administration/Budget Department Approval**

**OFMB Department - Posted**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Deputy Clerk to the  
Board of County Commissioners**