

Revised: July 10, 2003

Contract Number: 04SB-3T-06-69-01-029
CFDA Number: 93.569

FEDERALLY FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and ~~Seminole County Board of County Commissioners~~ (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the federal government, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget, Attachment G and Scope of Work, Attachment H of this Agreement.

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

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Program Statutes and Regulations, Attachment A of this Agreement.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or September 30, 2003, whichever is later, and shall end September 30, 2004, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

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

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

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

(5) RECORDKEEPING

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

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

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

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

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget, Attachment G and Workplan, Attachment H - and all other applicable laws and regulations.

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

(e) Any additional terms and conditions pertaining to property management and procurement under this Agreement are set forth in Attachment C.

(6) REPORTS

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and with a close-out report.

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

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

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (9). The Department may terminate the Agreement with a Recipient if reports are not received within 30 days after written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget, Attachment G and Workplan, Attachment H.

(e) Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department.

(f) The Recipient shall provide additional reports and information as identified in Attachment B

(7) MONITORING.

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget, Attachment G and Workplan, Attachment H are being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment H to this Agreement. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDIT REQUIREMENTS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised,

and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(8) LIABILITY.

(a) Unless Recipient is a State agency or subdivision as defined in section 68.28, Fla.Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(9) DEFAULT; REMEDIES; TERMINATION

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the

Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement ^{or in any earlier} ~~or any~~ agreement under the CSBG program ~~previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;~~

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Budget, Attachment G or Workplan, Attachment H.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law;

(c) The ^{parties} ~~Department~~ may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) In addition to any other remedies, the Recipient shall return to the Department any funds which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(f) This Agreement may be terminated by the written mutual consent of the parties.

(g) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(10) NOTICE AND CONTACT

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

(b) The name and address of the Department contract manager for this Agreement is:

Libby Lane, Acting Director
Florida Department of Community Affairs
Division of Housing and Community Development
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 488-7541
Fax: (850) 488-2488
Email: libby.lane@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is stated on Attachment F, Recipient Information.

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.

(11) OTHER PROVISIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor or discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

(12) AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 12 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

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

The Department of Community Affairs at each of the following addresses:

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

and

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

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

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

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

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

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

and

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

(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-

133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

(i) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

(j) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(k) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(l) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(13) SUBCONTRACTS.

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(14) TERMS AND CONDITIONS.

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

(15) ATTACHMENTS.

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

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

(c) This Agreement has the following attachments:

- Exhibit 1 - Funding Sources
- Attachment A - Program Statutes and Regulations
- Attachment B - Reports
- Attachment C - Property Management and Procurement
- Attachment D - Statement of Assurances
- Attachment E - Special Conditions
- Attachment F - Recipient Information
- Attachment G - Budget
- Attachment H - Workplan
- Attachment I - Justification of Advance Payment

(16) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$222,349 subject to the availability of funds and appropriate budget authority. The Recipient is authorized to incur costs in an amount not to exceed \$111,143. As funds and budget authority are available, changes to the costs the Recipient may incur will be accomplished by notice from the Department to the Recipient, in the form of certified mail, return receipt requested, to the Recipient's contact person identified in Attachment F, Recipient Information. The terms of this Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from the Department.

(b) Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment I. Attachment I will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget, Attachment G and Scope of Work, Attachment H of this Agreement.

(17) STANDARD CONDITIONS

The Recipient agrees to be bound by the following standard conditions:

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

(b) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for a period of up to two (2) years after the initial agreement or for a period no longer than the term of the original agreement, whichever period is longer, specifying the terms under which the cost may change as determined in the invitation to bid, request for proposals, or pertinent statutes or regulations.

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

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

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

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

(18) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(19) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this agreement are hereby transferred by the recipient to the State of Florida.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer

the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

(20) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(21) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment D.

(22) VENDOR PAYMENTS

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT

BY _____
(Type Name and Title)

DATE: _____

Federal Identification Number

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

Division of Housing and Community
Development

DATE: _____

EXHIBIT – 1

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

FEDERAL PROGRAM:

Federal Agency: United States Department of Health and Human Services
Title: Community Services Block Grant (CSBG) Program
CFDA Number*: 93.569

*Catalog of Federal Domestic Assistance

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

Federal Program:

List applicable compliance requirements as follows:

1. Purposes resources must be used for:

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

2. Eligibility requirements for recipients of the resources:

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

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ -0-

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) - \$ -0-

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

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

**CSBG
ATTACHMENT A
PROGRAM STATUTES AND REGULATIONS**

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable laws and local rules, including, but not limited to: The Omnibus Budget Reconciliation Act of 1981, (Public Law 97-35, as amended), Administrative Rule Chapter 9B-22, Florida Administrative Code, and Title 45 C.F. R. Part 96. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are applicable:

1. Part 16 - Department Grant Appeals Board
2. Part 30 - Claims Collection
3. Part 75 - Informal Grant Appeals Procedure
4. Part 76 - Debarment and Suspension from Eligibility for Financial Assistance.

Subpart F. Drug-Free Workplace

5. Part 93 - New Restrictions on Lobbying
6. Part 96 - Block Grants
7. Part 97 - Consolidation of Grants to the insular areas

B. FUNDING AVAILABILITY FOR EXPENDITURE

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

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

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

**CSBG
ATTACHMENT A
PROGRAM STATUTES AND REGULATIONS**

(1) the percentage of the total costs of the program or project which will be financed with Federal money,

(2) the dollar amount of Federal funds for the project or program, and

(3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

D. PROGRAM INCOME

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

E. INTEREST FROM CASH ADVANCES

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

(1) **NON-PROFITS**

(a) The Recipient receives less than \$120,000 total from all federal awards per year.

(b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances from all Federal awards received each year.

(c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall be reflected on the monthly financial status report and the close-out reports.

**CSBG
ATTACHMENT A
PROGRAM STATUTES AND REGULATIONS**

(2) LOCAL GOVERNMENTS:

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

F. MODIFICATIONS

(1) Either party may request modification of the provisions of this Agreement in accordance with Section F(3) of this attachment.

(2) The Department shall not be obligated to reimburse the Recipient for outlays in excess of the funded amount of this Agreement unless and until the Department officially approves such expenditures by executing a written modification to the original contractual Agreement.

(3) The following conditions will govern modifications to this agreement:

(a) An unlimited budgeted amount may be moved from any line item to the direct client assistance line item without written departmental approval. These changes will become effective upon the Department receiving and accepting an accurate amended budget summary, budget detail, workplan and workplan summary reflecting these changes.

(b) With the exception given in (a) above, all requests for modifications to increase or decrease any line item by more than 20% must be submitted to the Department for approval thirty (30) days prior to the anticipated implementation date. Failure to meet this time frame may result in reimbursement delays. The Recipient must use a CSBG modification package, approved by the Department, which includes an amended budget summary, budget detail, work plan and work plan

**CSBG
ATTACHMENT A
PROGRAM STATUTES AND REGULATIONS**

summary. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(c) Modifications to increase or decrease any line item by less than 20 percent, may be made without the Department's written approval. These changes will become effective upon the Department receiving and accepting as accurate an amended budget summary, budget detail, work plan and workplan summary reflecting these changes.

(d) Only unobligated funds may be transferred from one line item to another line item.

(e) Budget changes must not result in over expenditure of the amounts stated in section (17)(a) of this agreement, nor the limits set for administrative or secondary administrative expenses.

G. MATCH REQUIREMENTS

(1) The Recipient shall match the CSBG funds identified in Section (16)(a) by an amount equal to at least 20 percent of the funds received. Not less than 10 percent of the match shall be in cash. That is, the Recipient shall supply a cash match equal to at least 2 percent of the CSBG funds received. In-kind match sources shall absorb the balance of the overall minimum 20 percent requirement.

(2) The Recipient shall provide as matching funds for services under this Agreement the amounts reflected in Attachments G-1, Budget Summary and G-3, Budget Detail.

(3) *Sources of matching funds and expenditures for all funds under this Agreement shall be governed by the Budget Summary, Attachment G of this Agreement. CSBG funds may not be used in part or in whole to meet the two percent cash match requirement.*

H. CSBG CLIENT ELIGIBILITY AND CLIENT RECORDS

(1) The Recipient shall certify each client receiving CSBG funded services as income eligible at 125 percent or less of the current Office of Management and Budget Poverty Guidelines as required by CSBG law. In order to certify each client, the Recipient shall be required to maintain current (less than one year old) source documentation of income eligibility. In the event that the applicant cannot provide

**CSBG
ATTACHMENT A
PROGRAM STATUTES AND REGULATIONS**

income documentation, the Recipient shall require the applicant to provide a signed certification of eligibility to attest to the applicant's verbal declaration. This certification must specify the reasons that no current documentation can be supplied by the applicant and a statement of how the applicant is providing for his/her basic needs.

(2) The Recipient will maintain a separate record for each CSBG client which includes at least the following data: client's name, address, sex, race, age, income amount and method of verification, date client was interviewed, services provided to the client and documentation of any denial of client services. All CSBG assistance applications must be signed by the client and by the Recipient's representative.

(3) Recipients are required to have written applicant appeal procedures. Any applicant denied CSBG services must be provided a written notice of the denial which includes the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, the agency must explain what specific documents are required in order for the applicant to reapply for services.

(4) All records, client sign-in-logs, correspondence, employee time sheets, board minutes, board meeting notices and other documents related to CSBG funded activities shall be available for public inspection during normal business hours.

I. MONITORING

(1) The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall ensure the cooperation of its employees, and of any subrecipients with whom the Recipient contracts to carry out program activities.

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

**CSBG
ATTACHMENT A
PROGRAM STATUTES AND REGULATIONS**

J. BONDING

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

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

**CSBG
ATTACHMENT B
REPORTS**

A. Annual reports - Within 45 days after the end of the contract/program the Recipient shall submit a CSBG Close-out Report, including the CSBG Final Financial Report, a refund check for any unspent funds, and the CSBG Final Program Report. Recipients will complete and submit the National Association of State Community Services Programs (NASCSPP) information survey. The Recipient will be notified in writing of the due date.

B. Monthly reports - The CSBG Monthly Financial Status Reports must be provided to the Department no later than 21 days after the end of each month in which funds were expended.

C. Quarterly Reports - The CSBG quarterly program reports must be provided to the Department no later than 21 days after the end of the last month of the quarterly reporting period.

D. Board Minutes - Official approved minutes from all CSBG Board of Directors' meetings must be provided to the Department no later than 30 days from the date of each meeting.

E. Monitoring Report Responses - A written response to all monitoring report findings and/or concerns must be provided to the Department no later than 35 days from the date of the monitoring report.

F. Board Roster - When board members change, the Recipient will provide a revised board roster to the Department. Board members shall be identified by the sector they serve.

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

H. The reports shall be submitted to:

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

**CSBG
ATTACHMENT C
PROPERTY MANAGEMENT AND PROCUREMENT**

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

**CSBG
ATTACHMENT D
STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

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

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

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

C. Nepotism

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

D. CSBG Assurances

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

**CSBG
ATTACHMENT D
STATEMENT OF ASSURANCES**

(1) The grantee possesses the legal authority to apply for the grant, and that the contract proposal has been approved by the grantee's governing body, including all assurances contained herein.

(2) The grantee will use all CSBG funds to provide services and activities having measurable and potentially major impact on causes of poverty in the community. Funds not used during the contract period will be returned to the Department of Community Affairs with the close-out report on or before the due date.

(3) In the case of a Community Action Agency, non-profit private organization or unit of local government, the recipient assures and provides documentation that its Community Services Block Grant board is constituted so that:

(a) One-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives, except that if the number of such elected officials reasonably available and willing to serve on the board is less than 1/3 of the membership of the board, membership on the board of appointive public officials or their representatives may be counted in meeting such 1/3 requirement. Letters reaffirming the delegation, signed by the elected officials, shall be required each year regardless of the number of years the terms run. Upon the request of the Department, Recipients providing services in multi-county areas are required to submit to the Department a plan to assure representation of every county served. When an entity expands to include a new county into its service area, the new county must be represented on the board by an elected public official or his designee for the first two years.

(b) Not fewer than one-third of the members of the board are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of the low income individuals and families in the neighborhood served. Each representative of the low-income sector selected to represent a specific neighborhood within the

**CSBG
ATTACHMENT D
STATEMENT OF ASSURANCES**

community must reside in the neighborhood served. The Recipient will define what constitutes a neighborhood.

(c) The remainder of the members of the board are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served. Interest groups are organizations with non-profit status, incorporated and registered with the Office of the Florida Secretary of State Agency bylaws shall specify categories or interest groups represented by each member. In no case shall bylaws be acceptable that do not specify membership categories as indicated.

(d) The board of directors will fully participate in the development, planning, implementation, and evaluation of the CSBG program to serve low-income communities.

(e) Procedures will be in place which will allow low-income individuals, community organizations and religious organizations to petition for adequate representation on the board if they feel inadequately represented.

(f) In the case of a migrant and seasonal farm worker organization, the recipient assures and provides documentation that the Board of Directors consists of at least 51 percent representatives of migrant and seasonal farm workers.

(4) In the case of eligible entities and migrant and seasonal farm worker organizations, the Recipient assures that all board of directors meetings are timely noticed at least seven (7) days but not more than thirty (30) days prior to the date on which the meeting is scheduled. Such notices must be given by sending meeting information to local media (newspapers, radio, etc.) with a copy on file with the Recipient for inspection by the Department. These meetings must be open to the public and held by the Recipient's board, whose composition must comply with requirements as set forth in Public Law 97-35 and in Administrative Rule Chapter 9B-22, Florida Administrative Code. If immediate danger to the public health, safety or welfare occurs requiring

**CSBG
ATTACHMENT D
STATEMENT OF ASSURANCES**

emergency action by the board, a board meeting may be scheduled by any procedure that is fair under the circumstances and necessary to protect the public interest.

(5) The Recipient will provide for coordination among anti-poverty programs in each community and, where appropriate, with emergency energy crisis intervention programs under Title XXVI of the Low-Income Home Energy Assistance Act conducted in each community.

(6) The Recipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with audit procedures and prescribed management policies of the agency.

(7) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. The Recipient will notify the Department in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG funds.

(8) The Recipient will give the Department, the Auditor General or any authorized representatives, complete access to examine all records, books, papers or documents related to all fiscal and program operations of the grant, including those of any sub-recipient.

(9) The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; section 678(F)(c)(1) of Public Law 97-35, as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.

(10) The Recipient will comply with the match requirements of this Agreement and maintain verification of type and source.

(11) The Recipient will comply with section 678(F)(a)(1) of Public Law 97-35, as amended, which prohibits use of CSBG funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

(12) CSBG administrative expenses shall not exceed 15 percent of the total final

**CSBG
ATTACHMENT D
STATEMENT OF ASSURANCES**

CSBG expenditures (match excluded) at close out. Any amount in excess of this limit shall be refunded to the Department at time of contract close out.

(13) If secondary administrative expenses are requested, the following conditions must be met:

(a) CSBG Budget and Secondary Administrative Expenses, Attachment G and Workplan, Attachment H must document how these expenses will be used to support eligible CSBG Community Action Plan activities.

(b) The administrative expenses of the secondary grant source must be fully utilized prior to using CSBG funds for secondary administrative expenses.

(c) CSBG funds may not be used to increase administrative expenses for a secondary grant source above 15 percent of the secondary grant source's total grant amount.

(d) Only the Recipient is eligible for these funds. Secondary administration may not be claimed or used by sub-recipients.

(e) All contracts and fiscal expense documentation related to the grant sources for which secondary administration is claimed must be made available to the Department upon request.

(f) Audit costs, travel and associated dues are not allowable secondary administrative expenses.

(g) Under no circumstances shall secondary administrative expenses be approved for costs already covered by the secondary grant source, nor for any other administrative costs exceeding the total of 15 percent of the total secondary grant source budget.

(14) If the Recipient administers a transportation program, it will comply with Chapter 427, Florida Statutes, so that it will coordinate with the appropriate transportation provider(s).

**CSBG
ATTACHMENT D
STATEMENT OF ASSURANCES**

(15) The CSBG application and all its attachments, including budget data, are true and correct.

(16) In accordance with section 678F(b)(1)(2)(A)(B)(C) of Public Law 97-35, as amended, the Recipient will prohibit any political activities by the Recipient or employees in accordance with the Hatch Act restrictions on political activity.

(17) In accordance with section 678(G)(a) of Public Law 97-35, as amended, the Recipient may conduct drug testing on CSBG program participants. If the Recipient does so, it must inform participants, who test positive, and refer them to treatment facilities.

(18) In accordance with section 678G(b) of Public Law 97-35, as amended, the Recipient assures that it will inform custodial parents in single parent homes who participate in CSBG-funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.

(19) In accordance with section 676(b)(11) and section 676(b)(3) of Public Law 97-35, as amended, the Recipient must provide the Department with an agency Community Action Plan that consists of the following:

(a) A community needs assessment (including food needs);

(b) A description of the service-delivery system targeted to low-income individuals and families in the service area;

(c) A description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultation;

(d) A description of how funding under this Act will be coordinated with other public and private resources; and

(e) A description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

**CSBG
ATTACHMENT D
STATEMENT OF ASSURANCES**

(20) The Recipient assures that the Workplan, Attachment I to this agreement is consistent with the most current Community Action Plan officially adopted by the Recipients's board of directors.

(21) The Recipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.

(22) The Recipient assures that the above language contained in Section (21) of Attachment E of this Agreement will be included in any sub-contracts which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

(23) The Recipient assures, as stated in Section 507 of Public Law 103-333, that to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

(24) The Recipient agrees to adhere to a provision of section 675C(a)(3) of Public Law 97-35, as amended and the FY 2001-2002 CSBG State Plan regarding the recapture of unobligated funds.

**CSBG
ATTACHMENT D
STATEMENT OF ASSURANCES**

Funds allocated in this contract and not obligated by the Recipient during the contract period, will be returned to the Department at the time of close out. Unobligated funds in excess of 20 percent of the amount allocated to the Recipient will be surrendered to the Department. The balance of unobligated funds up to 20 percent will be re-contracted to the Recipient during the next contracting cycle.

(25) Each Recipient receiving an allotment for a fiscal year shall adhere to the

Application and Plan assurances set forth in section 676 of Public Law 97-35, as amended.

(26) This Agreement has been approved by the Recipient's governing body by official action, and the officer who signs it is duly authorized to sign this agreement.

(27) The Recipient shall secure and maintain an internet computer service and notify the Department of their e-mail address.

(28) The Recipient shall develop a Memorandum of Understanding with all Work Force Florida, Incorporated boards in their service area. The Memorandum of Understanding shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG program and Work Force Florida, Incorporated "One-Stop" delivery system, services and information.

**CSBG
ATTACHMENT E
SPECIAL CONDITIONS**

A. The Recipient and its sub-recipients shall comply with the following special conditions:

None.

B. Failure of the Recipient or its sub-recipients to comply with the special conditions under this Agreement shall be cause for the immediate suspension of payments, and may be cause for the immediate termination of this Agreement.

CSBG
ATTACHMENT F
RECIPIENT INFORMATION

FEDERAL FISCAL YEAR: 2003 CONTRACT PERIOD: October 1, 2002 TO September 30, 2003

FOR DCA USE ONLY

DATE RECEIVED: _____ CONTRACT NUMBER: _____
REVISION(S) RCVD: ____/____/____

DCA CONSULTANT: _____

- I. RECIPIENT CATEGORY: () Non-Profit (XX) Local Government () Tribal Government
II. RECIPIENT FISCAL YEAR: From 10/01/02 to 09/30/03
III. COUNTIES TO BE SERVED WITH THESE FUNDS: SEMINOLE

IV. GENERAL ADMINISTRATIVE INFORMATION

- a. Name of Recipient: SEMINOLE COUNTY
b. Address: 1101 East First Street
City: Sanford, FL Zip Code: 32771
Telephone: (407) 665-4335 County: Seminole
Fax: (407) 665-7958
E-Mail Address: _____

- c. Mailing Address (if different from above):

_____, FL Zip Code: _____

- d. Chief Elected Official (for local governments) or President/ Chairman of Board (corporations):
Name: Daryl G. McLain
Title: Chairman, Board of County Commissioners
Mailing Address (Home or Business other than Recipient's)
Address: 1101 East First Street
City: Sanford, FL Zip Code: 32771
Telephone: (407) 665-7201

- e. Official to Receive State Warrant:
Name: Maryanne Morse
Title: Clerk of the Circuit Court
Mailing Address: P. O. Drawer Q
City: Sanford, FL Zip Code: 32771

- f. Contact Person:
Name: David Medley
Title: Community Assistance Manager
Mailing Address: 400 West Airport Boulevard
City: Sanford, FL Zip Code: 32773
Telephone: (407) 665-3363
Fax: (407) 665-3249
E-Mail Address: Dmedley@co.seminole.fl.us

- g. Person(s) authorized to sign fiscal reports: Bob Wilson, County Finance Director
h. Federal Identification Number: 59-60000-856

V. SUB-RECIPIENT INFORMATION

These funds will be transferred to one or more Sub-Recipients: Yes () No (XX)
For each Sub-Recipient, attach a copy of Attachment H-2, Sub-Recipient Information.

**Attachment G-1
BUDGET SUMMARY**

Recipient: **Seminole County**

REVENUE SOURCES	PERCENT	MATCH	TOTAL AMOUNT	NOTES: Round all figures up to the nearest dollar.
1. CSBG Grant Funds			222,349	Provide a minimum of: 2% - Cash Match 20% - Total Match Do not under match. 1.99% Cash Match is unacceptable.
2. Cash Match	2 %	4,447		
3. In-Kind Match	18 %	40,023		
4. TOTAL MATCH (Line 2 + Line 3)	20 %		44,470	
5. TOTAL FUNDS (Line 1 + Line 4)			266,819	
CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
ADMINISTRATIVE EXPENSES				
6. RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	4,500		40,023	44,523
7. SUB-RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	0	0	0	0
8. TOTAL ADMINISTRATIVE EXPENSES (Line 6 + Line 7)	4,500	0	40,023	44,523
9. ADMINISTRATIVE EXPENSE PERCENT (Line 8 divided by Line 1)	%	CANNOT EXCEED 15% OF CSBG ALLOCATION		
PROGRAM EXPENSES				
10. RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	140,661	4,447	0	145,108
11. RECIPIENT OTHER PROGRAM EXPENSES (Salaries, Rent, Utilities, Travel, etc)	77,188	0	0	77,188
12. SUBTOTAL RECIPIENT PROGRAM EXPENSES (Line 10 + Line 11)	217,849	4,447	0	222,296
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	0	0	0	0
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries, Rent, Utilities, Travel, etc)	0	0	0	0
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES (Line 13 + Line 14)	0	0	0	0
16. TOTAL PROGRAM EXPENSE (Line 12 + Line 15)	217,849	4,447	0	222,296
17. SECONDARY ADMINISTRATIVE EXPENSES	0			0
18. GRAND TOTAL EXPENSE: (Line 8 + Line 16 + Line 17)	222,349	4,447	40,023	266,819

**ATTACHMENT G-2
SUB-RECIPIENT INFORMATION**
.....(Complete this page for each Sub-recipient.)

RECIPIENT: Seminole County

SUB-RECIPIENT: N/A

MAILING ADDRESS OF SUB-RECIPIENT: _____
_____, FL ZIP CODE _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () FAX ()

NOTE: The following line items (7,13,14 and 15) must correspond to the BUDGET SUMMARY of the RECIPIENT. If there is more than one sub-recipient, it is the Recipient's responsibility to ensure that the total of all sub-recipient budgets add correctly.

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
SUB-RECIPIENT ADMINISTRATIVE EXPENSES:				
7. SUB-RECIPIENT EXPENSES <i>(Salaries + Fringe, Rent, Utilities, Travel, Other)</i>	0	0	0	0
SUB-RECIPIENT PROGRAM EXPENSES:				
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	0	0	0	0
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES <i>(Salaries + Fringe, Rent, Utilities, Travel, etc)</i>	0	0	0	0
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES <i>(Line 13 + Line 14)</i>	0	0	0	0
TOTAL EXPENSES: <i>(Line 7 + Line 15)</i>	0	0	0	0

**ATTACHMENT G-3
BUDGET DETAIL**

EXPENSE LINE ITEM NO.	OBJECTIVE NUMBER (direct client assistance lines only)	EXPENDITURE DETAIL Round up line item totals to dollars. Do not use cents and decimals in totals.	BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH MATCH **	IN-KIND MATCH**
		<u>ADMINISTRATIVE EXPENSES</u>			
6		RECIPIENT EXPENSES Salaries: Intern \$6.40 per hour x 25 hrs. per week x 25 weeks = \$4,000 Intern Supervision \$20.00 per hour x 1 hr. per week x 25 weeks = \$500 SUBTOTAL SALARIES AND FRINGE: Rent & Utilities: Source: Seminole County In-kind match Space, utilities and telephone 2,500 sq. ft. @ \$11.00 = 27,500 <u>*In-kind Match Source: Seminole County</u> SUBTOTAL RENT & UTILITIES: Administrative Supervision Source=Seminole County In-Kind Match Salaries for Division Manager/Program Manager 405 Hrs. (approximately 8 hrs per week) at 30.92 Rounded	\$4,500		27,500
6		RECEIPIENT EXPENSES TOTAL:	\$4,500		40,023
		RECIPIENT DIRECT CLIENT ASSISTANCE			
10	1.1. 1-a & 1-c. 1.2. 1-m. 3.1 3-a 6.1. 6-c	Rental assistance (\$ 89,000) 15 clients will be provided with rental/mortgage assistance. 5 clients will be provided with rental/mortgage assistance. 5 clients will be provided with rental/mortgage assistance. 40 clients will be provided with rental assistance.	45,000.00 18,000.00 2,000.00 24,000.00		
10	1.1. 1-a. & 1-c. 1.2. 1-m. 3.1 3-a 6.1. 6-c.	Utility Assistance (\$ 16,500) 15 clients will be provided with utility assistance. 5 clients will be provided with utility assistance. 3 clients will be provided with utility assistance. 40 clients will be provided with utility assistance.	7,500.00 3,000.00 2,000.00 4,000.00		
10	1.1. 1-a. 1.2. 1-m.	Childcare Assistance (\$39,608) 4 clients will be provided with childcare assistance. 4 clients will be provided with childcare assistance.	19,200.00 15,961.00	4,447.00	
		<u>RECIPIENT DIRECT CLIENT ASSISTANCE (TOTAL)</u>	<u>140,661</u>	<u>4,477.00</u>	
11		RECIPIENT OTHER PROGRAM EXPENSES Salaries: Case Manager, 100% CSBG \$13.252 (rounded) per hour x 2,080 = \$27,564 Fringe Benefits: FICA, Health Insurance, Worker's Comp and Retirement, (\$9,920 Actual) Salaries: Senior Staff assistant, 100% CSBG \$14.173 (rounded) per hour x 2,080 = \$29,479 Fringe Benefits: FICA, Health Insurance, Worker's Comp and Retirement, (\$10,225 Actual)	\$37,484 \$39,704		
		<u>RECEIPIENT OTHER PROGRAM EXPENSE TOTAL:</u>	<u>\$77,188</u>		

**ATTACHMENT G-4
BUDGET
SECONDARY ADMINISTRATIVE EXPENSES**

Secondary Administrative Expense requested: Yes _____ No XX

Name of Recipient: Seminole County

INSTRUCTIONS: If requesting Secondary Administrative Expenses, you must supply the following information for each secondary program for which administrative expenses are being requested. A "secondary program source" is the non-CSBG program that will receive administrative support from the use of CSBG funds. See Attachment E, Section D (13) for additional information.

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

The recipient must take full advantage of all administrative and indirect dollars allowed by the secondary program's funding source before CSBG secondary administrative expenses are requested.
You are required to provide budget detail in Attachment H-3 for the amount on line 4 for each program above.

CSBG WORK PLAN
 (All activities must agree with the CAP Plan)

NATIONAL GOAL 1: Low-income People Become More Self-Sufficient

OBJECTIVE		TYPE UNIT ¹	SERVICE CATEGORY ²	ACTIONS	LINKAGE STATEMENT	COUNTY(IES) SERVED
From Community Action Plan:						
1	Describe the Objective(s) applicable to this National Goal	Participants	Employment	<p>From Community Action Plan: Describe the Actions applicable to this National Goal, Objective and Measure. (Do not include any numeric detail i.e. dollar amounts, number of clients, etc)</p>	<p>Indicate other programs in the agency or community used to achieve each measure.</p>	<p>List the Counties served under each measure</p>
2	Describe the Measure(s) applicable to this National Goal and Objective					
<p>1. Objective Number: 1.1 By September 30, 2004, 100 out of 200 will be screened and will identify those obstacles and/or problems that inhibit their ability in becoming self-sufficient by the provision of increasing access to employment opportunities. 2. Measure Number(s): 1-a. By September 30, 2004, 15 out of 20 participants seeking employment will obtain it. 1-c. By September 30, 2004, 15 out of 20 households with adult household members will maintain employment for at least 90 days.</p>		<p>Households</p>	<p>Employment</p>	<p>1.1. 1-a.(1) Identify potential (FSSP) participants through outreach, referrals, walk -in applicants. 1.1. 1-a.(2) Screen for potential Self-Sufficiency clients and set appointments for those clients who are determined as meeting the income guidelines and who show a willingness to participate in FSSP. 1.1.1-a.(3) Conduct a needs assessment and enroll clients in FSSP. 1.1.1-a.(4) Caseworker and participant will develop an individual plan to determine goal, benchmark and time frames. 1.1.1-a.(5) Provide rental/mortgage and utility assistance while participant works to achieve individual plan. 1.1.1-a.(6) Develop resumes for clients on an as needed basis. 1.1-a.(7) Refer clients to job services programs and/or agencies that assist in job placement. 1.1-c.(1) Maintain contact with clientele via phone, fax and mail/e-mail to monitor client's longevity of employment. 1.1-c.(2) Maintain copies of current pay stubs for client's participating under FSSP. 1.1-c.(3) Provide rental/mortgage and utility assistance while participant works to achieve individual plan.</p>	<p>Catholic Social Services Christian Sharing Center Salvation Army Jewish Family Services Community Assistance Consumer Credit Counseling 4-c Approved Daycare Centers One Stop/Workforce Welfare to Work Wellness Institute Seminole Community College Vocational Schools Vocational Rehabilitation</p>	<p>Seminole County</p>

¹ UNITS: Individuals, Participants, Households, Partnerships, Dollars, Clients, etc.

² SERVICE CATEGORIES: Employment, Education/Literacy, Income Management, Housing, Emergency Services, Nutrition, Linkages, Self-Sufficiency, Health, Youth Development, Senior Programs.

CSBG WORK PLAN
 (All activities must agree with the CAP Plan)

NATIONAL GOAL 1: Low-Income People Become More Self-Sufficient. (Continued)

OBJECTIVE		TYPE OF UNIT ¹	SERVICE CATEGORY ²	ACTIONS	LINKAGE STATEMENT	COUNTY(IES) SERVED
From Community Action Plan:						
1	Describe the Objective(s) applicable to this National Goal	Persons	Education	<p>From Community Action Plan: Describe the Actions applicable to this National Goal, Objective and Measure. (Do not include any numeric detail i.e. dollar amounts, number of clients)</p> <p>1.1-1-1.(1) Supportive services for educational purposes which include: Referral to local educational facilities Technical assistance for completion of Necessary forms. 1.1-1-1.(2) Provide rental/mortgage and utility, assistance, while client work's to achieve individual plan. 1.1-1-m.(1) Supportive services for educational purposes which include: Referral to local educational facilities Technical assistance for completion of necessary forms. 1.1-1-m.(2) Provide rental/mortgage and utility assistance until client achieves individual plan.</p>	<p>Indicate other programs in the agency or community used to achieve each measure.</p>	<p>List the Counties served under each measure.</p>
2	Describe the Measure(s) applicable to this National Goal and Objective					
<p>1. Objective Number: <u>1.2</u> By September 30, 2004, 5 out of 10 eligible participants will identify those obstacles and/or problems that inhibit their becoming self-sufficient by the provision of increased access to education. 2. Measure Number(s): 1-m. By September 30, 2004, 5 out of 10 people will make progress towards post secondary degree or vocational training.</p>						Seminole County

¹ UNITS: Individuals, Participants, Households, Partnerships, Dollars, Clients, etc.

² SERVICE CATEGORIES: Employment, Education/Literacy, Income Management, Housing, Emergency Services, Nutrition, Linkages, Self-Sufficiency, Health, Youth Development, Senior Programs.

**ATTACHMENT H-3
CSBG WORK PLAN**
(All activities must agree with the CAP Plan)

NATIONAL GOAL 3: Low-income People Own a Stake in their Community

OBJECTIVE		SERVICE CATEGORY ²	ACTIONS	LINKAGE STATEMENT	COUNTY(IES) SERVED
From Community Action Plan:	TYPE OF UNIT ¹				
1	Describe the Objective(s) applicable to this National Goal		<p><i>From Community Action Plan:</i> Describe the Actions applicable to this National Goal, Objective and Measure. (Do not include any numeric detail, i.e., dollar amounts, number of clients etc.,)</p>	<p>Indicate other programs in the agency or community used to achieve this measure.</p>	<p>List the Counties served under each measure.</p>
2	Describe the Measure(s) applicable to this National Goal and Objective				
<p>1. Objective Number: 3.1 By September 30, 2004, 5 out of 10 low-income households will take a stake in their community by maintaining residency in Seminole County.</p> <p>2. Measure Number(s): 3-a. By September 30, 2004, 5 out of 10 households will own or actively participate in the management of their housing.</p>		Housing Assistance	<p>3.1.3-a.(1) Caseworker and participants will go over household expenses on a monthly basis. 3.1.3-a.(2) Supportive services for housing assistance to include: Referrals to Consumer Credit Counseling Center for Affordable Housing and Ship. 3.1.3-a.(3) Provide rental/mortgage assistance until client achieves individualized plan.</p>	<p>Center for Affordable Housing SHIP Consumer Credit Counseling- Christian Sharing Center Salvation Army Jewish Family Catholic Charities</p>	Seminole County

¹ **UNITS:** Individuals, Participants, Households, Partnerships, Dollars, Clients, etc.

² **SERVICE CATEGORIES:** Employment, Education/Literacy, Income Management, Housing, Emergency Services, Nutrition, Linkages, Self-Sufficiency, Health, Youth Development, Senior Programs.

**ATTACHMENT H-6
CSBG WORK PLAN**
(All activities must agree with the CAP Plan)

NATIONAL GOAL 6: Low Income People, Especially Vulnerable Populations, Achieve Their Potential By Strengthening Family and Other Supportive Systems.

OBJECTIVE		SERVICE CATEGORY ²	TYPE OF UNIT ¹	ACTIONS	LINKAGE STATEMENT	COUNTY(IES) SERVED
From Community Action Plan:						
1	Describe the Objective(s) applicable to this National Goal			<p><i>From Community Action Plan:</i> Describe the Actions to be taken to achieve each measure. (Do not include any numeric detail i.e, dollar amounts, number of clients)</p>	<p>Indicate other programs in the agency or community used to achieve each measure.</p>	<p>List the Counties served under each measure.</p>
2	Describe the Measure(s) applicable to this National Goal and Objective					
<p>1. Objective Number: <u>6.1</u> By September 30, 2004, 40 out of 45 CSBG eligible clients will be assisted in ameliorating a crisis that impedes their self-sufficiency and/or independent living situation</p> <p>2. Measure Number(s): <u>6-c.</u> By September 30, 2004, 40 out of 45 eligible clients in crisis will have their emergency needs ameliorated.</p>		Emergency Services	Households	<p>6.1.6-c.(1). Identify CSBG eligible applicants who are "at risk" and in need of immediate assistance to maintain to a stable household. 6.1.6-c.(2). Determine the nature of the need and provide referrals where applicable. 6.1.6-c.(3). Provide participants with rent/ mortgage and utility assistance, for up to two months.</p>	<p>Salvation Army Catholic Charities Salvation Army Christian Sharing Center Consumer Credit Counseling.</p>	<p>Seminole County</p>

¹ **UNITS:** Individuals, Participants, Households, Partnerships, Dollars, Clients, etc

² **SERVICE CATEGORIES:** Employment, Education/Literacy, Income Management, Housing, Emergency Services, Nutrition, Linkages, Self-Sufficiency, Health, Youth Development, Senior Programs.

