



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 13 2014 KH/MP

AGENDA ITEM

April 21, 2014

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E. Director *JVW*
Community, Environmental and Development
Services Department

CONTACT PERSON: **Mitchell Glasser, Manager**
Housing and Community Development Division
407-836-5190

SUBJECT: May 13, 2014 – Consent Item
State of Florida Department of Economic Opportunity
Federally Funded Subgrant Agreement

The State of Florida Department of Economic Opportunity has awarded Orange County \$573,534 under the Weatherization Assistance Program (WAP). The term of the WAP Agreement (Number: 14WX-0G-06-58-08-025 Federally-Funded Subgrant Agreement) is from the date of execution by both parties through February 21, 2015. The Agreement will allow Orange County to perform energy saving repairs and installation of energy saving measures to homes occupied by very low-income families. Preference is given to owner occupied, elderly or disabled households and families with children under the age of 12.

In the past, additional funding has often been made available and the contract period has been extended for the program. Additional allocations are considered modification agreements and have aggressive timeframes for a response. Approval is requested for the Mayor or her designee to sign the modification agreements.

ACTION REQUESTED: Approval of State of Florida Department of Economic Opportunity Agreement Number: 14WX-0G-06-58-08-025 Federally-Funded Subgrant Agreement entered into by the State of Florida, Department of Economic Opportunity and Orange County, Florida in the amount of \$573,534 to perform energy saving repairs and installation of energy saving measures to homes occupied by very low-income families and approval for the Mayor or designee to sign future modification agreements. All Districts

Attachments

JVW/MG/er

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

CFDA Number: DOE – CFDA 81.042

CFDA Number: DHHS – CFDA 93.568

THIS IS NOT A RESEARCH AGREEMENT (SEE EXHIBIT 1-A FOR ADDITIONAL FUNDING INFORMATION).

Agreement Number: 14WX-0G-06-58-08-025

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida (hereinafter referred to as "DEO"), and Orange County, Florida (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. DEO has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. DEO has statutory authority to disburse the funds under this Agreement.

THEREFORE, DEO and the Recipient agree to the following:

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or on February 22, 2014, whichever is later and shall end on February 21, 2015, unless terminated earlier in accordance with the provisions of Paragraph (13) of this Agreement.

(4) MODIFICATION OF AGREEMENT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110 (now 2 CFR Part 215), "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87 (now 2 CFR Part 225), "Cost Principles for State and Local Governments," OMB Circular No. A-21 (now 2 CFR Part 220), "Cost Principles for Educational Institutions," or OMB Circular No. A-122 (now 2 CFR Part 230), "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) All records pertaining to this Agreement, including but not limited to, supporting documentation and records sufficient to demonstrate compliance with the terms of the Agreement shall be retained by the Recipient for five (5) fiscal years after completion of the project, which includes satisfaction of all reporting requirements and receipt of all payments due under the Agreement, provided applicable audits have been released, or five (5) years after the date that an audit report is issued, whichever is longer. The five-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five-year period expires, and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five (5) years after final disposition.
3. Records relating to real property acquired shall be retained for five (5) years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment A to this Agreement and all other applicable laws and regulations.

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

(e) The Recipient 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) 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.

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

(6) PUBLIC RECORDS REQUIREMENTS:

Recipient must notify DEO, both by e-mail and first class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in Section 119.011, Fla. Stat. In accordance with Chapter 119 of the Florida Statutes, Recipient shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Recipient in conjunction with the Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Fla. Stat. Notice of public records requests received by the Recipient shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

Recipient shall allow public access to all documents, papers, letters or other materials made or received by Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article 1 of the State Constitution and subsection 119.07(1), F.S. DEO reserves the right to unilaterally cancel this Agreement for Recipient's refusal to comply with this provision.

Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of the Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(7) AUDIT REQUIREMENTS

(a) The Recipient shall have all required audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted in Exhibit 1 to this Agreement.

(b) The audit must be received by DEO no later than nine (9) months from the end of the Recipient's fiscal year. The audit must be submitted in accordance with the requirements of Exhibit 1 to this Agreement.

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

(d) Within sixty (60) calendar days of the close of Recipient's fiscal year, on an annual basis, Recipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Exhibit 2 of this Agreement) to audit@deo.myflorida.com. Recipient'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 Recipient.

(8) REPORTS

(a) The Recipient shall submit to DEO all required reports as set forth in Attachment D to this Agreement. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement, in addition to any other information requested by DEO.

(b) If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, DEO may withhold further payments until they are completed or may take other action as stated in Paragraph (12) REMEDIES. "Acceptable to DEO" means that the work product was completed in accordance with the Scope of Work, Attachment A.

(c) The Recipient shall provide additional program updates or information that may be required by DEO.

(9) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the Schedule of Deliverables within the Scope of Work, Attachment A, is being accomplished within the specified time periods, and other performance goals are being

achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the monitoring report.

In addition to reviews of audits conducted in accordance with Paragraph (7) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, Department-contracted monitoring entities or other agents, limited scope review, and/or other procedures. The Recipient and all subrecipients agree to comply with the most recent monitoring instrument provided by DEO, and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event that DEO determines that a limited scope review of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by DEO's Inspector General or the Florida Chief Financial Officer or Auditor General. In addition, DEO will monitor the performance and financial management by the Recipient throughout the agreement term to ensure timely completion of all tasks.

(10) LIABILITY

(a) Unless the Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

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

(11) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of DEO to make further payment of funds under this Agreement shall terminate, if DEO so elects, and DEO may exercise any of its remedies set forth in Paragraph (12) 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 the Recipient in this Agreement or any previous agreement with DEO is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with 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 the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by 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 the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(12) REMEDIES

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

- (a) Terminate this Agreement if the Recipient 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 the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - 2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - 3. advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
 - 4. require the Recipient to reimburse 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 keep DEO from pursuing any other remedies 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 the Recipient, 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 the Recipient.

(13) TERMINATION

- (a) DEO may terminate this Agreement for cause with thirty (30) calendar days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, failure to cure an Event of Default within thirty calendar days from receipt of the notice, or refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.
- (b) DEO may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.
- (c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.
- (d) If DEO issues a notice of Event of Default, the Recipient shall not incur new obligations during the thirty-day cure period. If DEO determines that the Recipient has cured the Event of Default within the thirty-day cure period, DEO will provide notice to the Recipient that it may resume incurring new obligations. Costs incurred for new obligations after receipt of the notice of Event of Default will be disallowed. The Recipient shall not be relieved of liability to DEO

because of any breach of this Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(14) NOTICE AND CONTACT

(a) Notices of an Event of Default or notices of termination of the Agreement shall be in writing and delivered by certified mail, return receipt requested, to the applicable Agreement Manager at the address specified below. The effective date of the notice shall be the date of receipt; however, if the notice is **also** provided by confirmed email to the applicable Agreement Manager's email address specified below, the earlier date will be the effective date of the notice. Any other form of notice given under or pursuant to this Agreement shall be provided as specified herein. Said notification shall be attached to a copy of the original of this Agreement.

(b) The name, mailing address, and email address of the DEO Agreement Manager responsible for the administration of this Agreement is:

Paula Lemmo, Bureau Chief
Department of Economic Opportunity
Division of Community Development
Bureau of Community Assistance
Community Assistance Section
107 East Madison Street MSC400
Tallahassee, Florida 32399-4120
Email: paula.lemmo@deo.myflorida.com

(c) The name, mailing address, and email address of the Recipient Agreement Manager responsible for the administration of this Agreement is:

Mitchell L. Glasser, Manager
525 E. South Street
Orlando, FL 32801-2817
Phone: 407-836-5190 / Fax: 407-836-5193

(d) In the event that different Agreement Managers or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new Agreement Manager will be provided as stated in Paragraph (14)(a) above.

(15) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to DEO for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement; (ii) the subcontractor is bound by all applicable state and federal laws and regulations; and (iii) the subcontractor shall hold DEO and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed

and required by law. The Recipient shall document in the monthly report the subcontractor's progress in performing its work under this Agreement.

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

(16) TERMS AND CONDITIONS

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

(17) ATTACHMENTS

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

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

(c) This Agreement has the following attachments (check all that are applicable):

- Exhibit 1 – Audit Requirements
- Exhibit 1-A - Funding Sources
- Exhibit 2 – Audit Compliance Certification
- Attachment A – Scope of Work
- Attachment B – Program Statutes and Regulations
- Attachment C – Recordkeeping
- Attachment D – Reports
- Attachment E – Justification of Advance
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Statement of Assurances
- Attachment I – County Allocation
- Attachment J – Special Conditions
- Attachment K – Recipient Information Form

(18) 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 **\$573,534.00** subject to the availability of funds and appropriate budget authority. The Recipient shall prepare Attachment A, Scope of Work (Budget, Budget Detail and Schedule of Deliverables), based upon this funding amount.

Until DEO provides further notice to the Recipient, however, the Recipient is only authorized to incur costs in an amount not to exceed **\$143,384.00**. As funds and budget authority become available to DEO, DEO will issue a letter to the Recipient's Agreement Manager identified in Attachment K specifying a new amount of costs the Recipient is authorized to incur. This letter will have the effect of modifying the terms of the Agreement by replacing the dollar amount stated in the first sentence of this paragraph with the new amount stated in the letter..

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of DEO under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first two (2) months of production (calculated in

Attachment E) in the Agreement term. Any advance payment is also subject to federal OMB Circulars A-87 (now 2 CFR Part 225), A-110 (now 2 CFR Part 215), A-122 (now 2 CFR Part 230) and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) The Recipient must expend an amount equal to or greater than the amount of the initial advance in the periods covered by the first two Financial Status Reports (FSRs) submitted to DEO after the advance payment is processed by DEO. If the Recipient has not expended an amount equal to the initial advance within these two applicable periods, the Recipient shall submit a written explanation to DEO. DEO will consider the circumstances provided and determine if it will deduct any or all of the unexpended amount of the initial advance from the Recipient's pending reimbursement request within an FSR, and will continue this process, if necessary, until the Recipient is meeting the advance expenditure requirements. Guidelines for tracking expenditures of advanced funding throughout the Agreement period are provided in Attachment E of this Agreement.

An advance payment is requested in the amount of \$ 72,664.. (check and complete if applicable)

(d) After the initial advance, if any, payment shall be made on a reimbursement basis. The Recipient agrees to expend funds in accordance with the Scope of Work, Attachment A, of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under subparagraph (20)(h) of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from DEO.

(19) REPAYMENTS

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

(20) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall,

at the option of DEO and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of DEO from all its obligations to the Recipient.

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

(c) Any power of approval or disapproval granted to 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, 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 13101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), 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) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty- six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal Department or agency;
2. have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(g)2. of this certification; and
4. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

In addition, the Recipient shall send to DEO (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” (Attachment G) for each intended

subcontractor which Recipient plans to fund under this Agreement. Such form must be received by DEO before the Recipient enters into a contract with any subcontractor.

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO.

(l) 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")]. DEO 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 DEO.

(m) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board 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, Fla. Stat.

(n) All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(21) LOBBYING PROHIBITION

(a) 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, Fla. Stat. Federal grant funds provided under this Agreement may not be used by DEO or any Recipient or Sub-Recipient to support lobbying activities to influence proposed or pending Federal or State 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 CFR Part 93).

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

(22) COPYRIGHT, PATENT AND TRADEMARK

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

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

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to 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, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. DEO shall then, under Paragraph 22b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION.

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

(24) ASSURANCES.

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

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

Agreement Number: 14WX-0G-06-58-08-025

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth below.

RECIPIENT

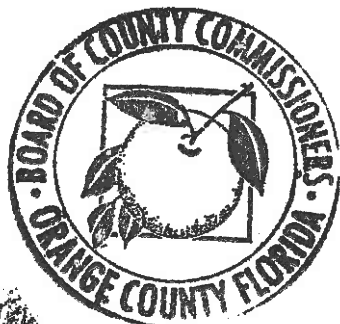
Orange County
(Type Legal Name of Recipient)

By: *Teresa Jacobs*
Teresa Jacobs
County Mayor
(Type Name and Title Here)

Date: 5.13.14

59-6000773
Federal Identification Number

064797251
DUNS Number*
*Data Universal Numbering System



STATE OF FLORIDA
DEPARTMENT OF ECONOMIC
OPPORTUNITY

By: *William B. Killingsworth*
William B. Killingsworth, Director
Division of Community Development

Date: 6/3/14

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

Office of the General Counsel
Department of Economic Opportunity

By: *Christine R. Payer*

Approved Date: 6/2/2014

**2014 WAP AGREEMENT
EXHIBIT 1
AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, 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 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 DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) 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 DEO 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 DEO. 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 part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) 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 (*\$500,000 for fiscal years ending after December 31, 2003*) 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 an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 C.F.R. 74.26 for further details.
5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

**2014 WAP AGREEMENT
EXHIBIT 1 (Continued)
AUDIT REQUIREMENTS**

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state 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. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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 recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:
<http://www.myflorida.com/fsaa/statutes.html>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A"

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement 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:
 - A. DEO at each of the following addresses:

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

or

**2014 WAP AGREEMENT
EXHIBIT 1 (Continued)
AUDIT REQUIREMENTS**

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

- B. 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:

<http://harvester.census.gov/fac/collect/ddeindex.html>

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

2. 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 DEO at each of the following addresses:

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

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. DEO at each of the following addresses:

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

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, 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, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

**2014 WAP AGREEMENT
EXHIBIT 1 (Continued)
AUDIT REQUIREMENTS**

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

INSERT ADDRESS(ES), IF APPLICABLE, OTHERWISE TYPE "N/A"

5. Any reports, management letter, or other information required to be submitted to DEO 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.
6. **Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit 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.**

PART V: RECORD RETENTION

1. The recipient 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. 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. The recipient 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.

**2014 WAP AGREEMENT
EXHIBIT 1-A
FUNDING SOURCES**

Agreement Number: 14WX-0G-06-58-08-025

FEDERAL RESOURCES AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT CONSIST OF THE FOLLOWING.

Federal Award Program:	Weatherization Assistance Program (WAP)
Federal agency:	U.S. Department of Energy (DOE)
Catalog of Federal Domestic Assistance title and #:	CFDA 81.042
Federal Award Number:	DE-EE0006146
Subgrantee Award amount:	<u>\$ 0.00</u> *
Federal Award Program:	Low-Income Home Energy Assistance Program (LIHEAP)
Federal agency:	U.S. Department of Health and Human Services (HHS)
Catalog of Federal Domestic Assistance title and #:	CFDA 93.568
Federal Award Number:	G-1401FLLIEA
Subgrantee Award amount:	<u>\$ 573,534.00</u> *

* Subject to availability of funding pursuant to DOE and HHS awards.

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

1. Resources shall be used only in accordance with the following:

The Recipient shall use these funds to perform energy saving repairs and installation of energy saving measures on qualified single family dwellings only. These funds will be expended in accordance with the Scope of Work, Attachment A; Program Statutes and Regulations, Attachment B; Record Keeping, Attachment C; Reports, Attachment D; Statement of Assurances, Attachment G; County Allocations, Attachment I; Special Conditions, Attachment J; applicable OMB Circulars; and the FY 2014 WAP State Plan .

Program
Weatherization Assistance
Program

2. Recipients must meet the following eligibility requirements:

The Recipient shall comply with DEO's WAP requirements and the applicable OMB Circulars and eligibility requirements as set forth in U.S. Department of Energy regulations codified in Title 10 of the Code of Federal Regulations, Part 440, Weatherization Assistance Program for Low-Income Persons.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: None

MATCHING RESOURCES FOR FEDERAL PROGRAMS: None

Federal Program: None

SUBJECT TO SECTION 215.97, FLORIDA STATUTES: None

State Project: None

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: None

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

**2014 WAP AGREEMENT
EXHIBIT 2
AUDIT COMPLIANCE CERTIFICATION**

Recipient Name: _____

FEIN: _____ Recipient's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Recipient 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 Recipient and the Department of Economic Opportunity (DEO)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to the item 2:

Did Recipient expend \$500,000 or more of the state financial assistance (from DEO and all other sources of state of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Recipient 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.

2. Did Recipient 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 Recipient and DEO? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did recipient expend \$500,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year: ____ Yes ____ No

If yes, recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of OMB circular A-133, as revised.

By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Print Name of Authorized Representative

Date

**2014 WAP AGREEMENT
ATTACHMENT A
SCOPE OF WORK**

The Recipient shall comply with the following requirements, and if applicable, ensure all subcontracts require compliance with the following requirements. There are a number of new Quality Work Plan (QWP) requirements that will be implemented during this Agreement period (reference Attachment J of this Agreement). In carrying out this Agreement, the Recipient will provide the necessary personnel, materials, services and facilities, except as otherwise provided herein, to carry out the program. The Recipient shall have a designated individual, referred to by DEO as the WAP Coordinator, to be responsible for the following activities:

A. Solicit, identify and qualify low-income residents within the Recipient's identified service area who have the need and desire for energy conservation assistance. The Recipient will make the services provided for under this Agreement available to all eligible clients in the counties to be served.

B. During this Agreement period work performed on dwellings shall be completed in accordance with the Florida Weatherization Manual, Subsection 1; Procedures and Guidelines, Subsection 2; Florida Priority List, Subsection 4; Installation & Workmanship Standards, Subsection 6; Southeast Field Guide and supplemental Department and federal Department of Energy (DEO) guidelines, unless the Recipient secures written permission from DEO not to. Each dwelling must be evaluated by using the Priority List Assessment and Testing (PLAT) inspection package for recording visual observations, measurements, diagnostic test results, i.e., blower door, infrared camera, monoxor, gas analyzer, pressure pan and any other tests required as directed by the state weatherization office. This information will be maintained in the client file.

When addressing a central heating and cooling unit which already exists in a dwelling, the National Energy Audit (NEAT) or Manufactured Home Energy Audit (MHEA) must be used to determine replacement and appropriate sizing. Refrigerators may only be replaced if (a) indicated by metering or (b) recommended by a NEAT or MHEA. DEO also requires that the following measures be installed on every dwelling receiving energy conservation measures: low flow showerhead, faucet aerators, water heater blanket, water line insulation and air filters for heating and cooling units in accordance with the Procedures and Guidelines requirements.

C. The cost of labor and materials for weatherization measures plus allowable Program Support (PS) activities under this WAP agreement should not exceed **\$6,904.00** per dwelling. This per dwelling amount does not include the Health and Safety [H&S] amount of \$600 that may also be expended.

D. When the Recipient WAP Coordinator (or the designated individual) has determined the weatherization activities to be performed on a dwelling, the measures to be addressed in the same order of the Priority List will be listed on the Client/Agency Pre-Work Order Agreement (PWOA) form. The work to be performed will then be discussed with the client, along with addressing the included disclaimer language regarding mold and moisture. Also a copy of the Lead Notification and the Mold and Moisture pamphlets will be provided to the client. Then both the client and the coordinator will sign and date the PWOA form. Once this form is signed, work may be coordinated.

E. The Recipient is responsible for supervising, monitoring and ensuring the quality of all work by staff, volunteers and subcontractors. The Recipient shall provide DEO with documentation and reports as required by this Agreement, as well as, other information requested by DEO.

F. Upon completion of all scheduled work on a dwelling, the Recipient WAP Coordinator (or the designated individual) shall conduct a final inspection (to include all diagnostic testing) and certify that all work performed on each dwelling was completed according to program guidelines. The material and labor costs for each Weatherization measure installed on a dwelling will be listed on a Building Work Report (BWR). If all work meets program guidelines, local building codes and applicable permits have been pulled; the WAP Coordinator and client will sign and date the BWR. The weatherized dwelling will be considered as completed when the contractors have been paid for services rendered.

G. To receive a reimbursement for a production period (first day of a month through the last day) the Recipient shall submit an electronic copy of each BWR package along with the Financial Status Report (FSR) to DEO through the web based reporting system (eGrants) by the 21st day of the following month. In addition, the Recipient shall submit a signed copy of the FSR via facsimile or email to DEO by the same due date.

**2014 WAP AGREEMENT
ATTACHMENT A (Continued)
SCOPE OF WORK
BUDGET**

Guidance for preparing the Budget, Budget Detail and Schedule of Deliverables:

- A. Budgeting limitations are:
- a. The Program Support (PS) amount may be less than but cannot exceed 30% of the total amount of materials and labor.
 - b. The Administration (Admin) amount may be less than but cannot exceed 5.25% of the total Agreement amount.

Note: Neither PS or Admin expenditures can exceed the prescribed percentages when the Agreement is closed-out.

- B. To determine the allowable activities that may be charged to the Program Support and Administration category, refer to the applicable (Non-Profit or County Government) **Guidance for Documentation and Support of Program Support and Administrative Expenditures** publication which is available at DEO's website:

<http://www.floridajobs.org/job-seekers-community-services/community-services/weatherization-assistance-program>

- C. If additional funding is provided to the Recipient during this Agreement period, a revised **Budget, Budget Detail and Schedule of Deliverables** will be required.
- D. When submitting the monthly Financial Status Reports (FSR), the Recipient may exceed the prescribed PS or Admin percentage. However:
- a. DEO shall perform monthly desk audits and a mid-agreement period review of the Recipients charging in these two categories.
 - b. If the Recipient exceeds either percentage on an FSR anytime during the Agreement period, it will be notified and required to make adjustments in charging for activities in following FSRs to ensure compliance to percentage limits at the end of the Agreement period.
 - c. The Recipient is required to track all expenditures to ensure that only actual costs for allowable expenditures are reported on the monthly FSR.
 - d. Recipients receiving an advance must make up the expenditure deficit in the following FSR.
- E. The Recipient is expected to complete a Monthly Expenditure Tracking Sheet (METS) every month of this Agreement. It will be required to submit a METS covering the first six months expenditures by the 21st day of the 7th month of this Agreement. METS reporting requirements and corrective actions are outlined in the Attachment J of this Agreement.

**2014 WAP AGREEMENT
ATTACHMENT A (Continued)
SCOPE OF WORK
BUDGET**

Agreement Number: 14WX-0G-06-58-08-025

WEATHERIZATION ASSISTANCE PROGRAM				
	TOTAL AGREEMENT AMOUNT		\$573,534.00	BUDGETED AMOUNTS
WEATHERIZATION SERVICES				
1.	Cost of allowable materials and labor to weatherize a dwelling.			
	a)	Materials	\$ 228,396	
	b)	Labor	\$ 157,548	
	Subtotal:		\$ 385,944	\$ 385,944
	Number of dwellings to be weatherized:			
PROGRAM SUPPORT (PS)				
2.	All allowable subgrantee activities required to coordinate and ensure compliance of providing weatherization services as identified in the Budget Detail within Attachment A in this Agreement. Upon termination of this Agreement, the total of PS cannot exceed 30% of the total of material and labor costs.			\$ 115,782
3.	<i>Per-dwelling expenditure limit: Applicable amount of funding to be expended on a dwelling (material, labor and PS) cannot exceed \$6,904 and all costs/expenditures must be eligible actual costs that are sufficiently documented.</i>			
HEALTH & SAFETY (H&S)				
4.	Limited to \$600 per dwelling and not included in the dwelling cap of \$6,904.			\$ 43,200
DIRECT CHARGED LINE ITEMS				
5.	Comprehensive Annual Audit (applicable % of cost for WAP only).			\$ 0
6.	Training & Technical Assistance (DEO pre-approved activities only).			\$ 0
6. (b)	Equipment (DEO pre-approved purchases only).			\$ 0
7.	Liability (the % to cover WAP) & Pollution Occurrence Insurance (required).			\$ 0
8.	Subtotal of Sections 1, 2, 4, 5, 6, 6(b) and 7.		\$ 544,926	
ADMINISTRATION (Admin)				
9.	All allowable administrative level activities required to implement the program (salaries including fringe; rent; utilities, etc.)			
	Total cannot exceed 5.25% of Line #8 and all eligible costs/expenditures must be sufficiently documented.			\$ 28,608
10.	TOTAL OF ALL BUDGETED AMOUNTS			\$ 573,534
(TOTAL BUDGETED AMOUNT CANNOT EXCEED TOTAL AGREEMENT AMOUNT)				

**2014 WAP AGREEMENT
ATTACHMENT A (Continued)
SCOPE OF WORK
BUDGET DETAIL**

Agreement Number: 14WX-0G-06-58-08-025

Program Support

Budget Amount

1. Compensation of employees exclusively involved in WAP.	-
2. Compensation of employees involved in WAP and other funding sources.	\$ 111,782
3. Advertising and Public Relation Costs.	-
4. Communication costs for employees directly involved in WAP.	\$ 200
5. Interest on debt incurred to acquire WAP assets.	-
6. Maintenance and repair of WAP buildings (or designated WAP space) and equipment.	-
7. Materials and supplies used for WAP (other than Direct Materials on FSR).	\$ 1,600
8. Publication and printing costs used for WAP.	-
9. Recruiting costs for direct WAP personnel.	-
10. Facility Costs.	-
11. Transportation Costs for WAP services.	\$ 1,700
12. Travel costs for WAP services.	\$ 500
13. Training costs for WAP (Not on FSR).	-
14. Insurance and Indemnification - (that is not reported on Line 7 of the FSR).	-
15. Depreciation and Use Allowance of WAP Building and Equipment	-
16. Other – a list of items and corresponding costs must be submitted with Budget Detail.	-
Total (Enter this amount in line #2 of Budget):	\$ 115,782

Administration

Budget Amount

1. Compensation of Executive Management and Finance and Reporting Personnel.	-
2. Compensation of employees involved in WAP and other funding sources. Central Service Costs	\$ 28,608
3. Communication costs for employees exclusively involved in WAP.	-
4. Depreciation and use allowances (building, general furniture and equipment).	-
5. Cost of Property Insurance.	-
6. Other - a list of items and corresponding costs must be submitted with Budget Detail.	-
Total (Enter this amount in line #9 of Budget):	\$ 28,608

**2014 WAP AGREEMENT
ATTACHMENT A (Continued)
SCOPE OF WORK
SCHEDULE OF DELIVERABLES**

Agreement Number: 14WX-0G-06-58-08-025

The total estimated production goal will be the number of dwellings that are anticipated to be weatherized for the entire Agreement period. To support this production total, complete the below per month estimated production goals.

If the Recipient will be requesting an advance in this Agreement, it should take into consideration the number of dwellings that will be required to weatherize in the initial and in following months to meet the advance expenditure requirement throughout the Agreement period as outlined in Attachment E of the Agreement.

Suggested process for calculating production goals:

- a) Subtract the projected Direct Charge Line Items and Administrative costs totals as listed in the BUDGET, from the total Agreement amount. This is the amount of funding available to be applied to weatherizing dwellings (material, labor and Program Support activities).

Agreement Amount:	<u>\$ 573,534</u>
Direct Charges:	<u>(\$ 0)</u>
Administration:	<u>(\$ 28,608)</u>
Weatherization Amount:	<u>\$ 544,926</u>

- b) Divide the Weatherization Amount by the maximum per dwelling expenditure amount of \$6,904.

Weatherization Amount \$ 544,926 / \$6,904 = Estimated Total Production 79

- c) Estimate the amount of Health & Safety to be expended on the total number of dwellings: \$ 43,200

- d) Subtract the Health & Safety amount (c) from the Weatherization Amount (a): \$ 501,726

- e) Divide the reduced Weatherization Amount (d) by \$6,904 to determine total estimated production: 72

- f) Complete the below estimated monthly production.

March 2014	<u>0</u>	April 2014	<u>0</u>	May 2014	<u>0</u>	June 2014	<u>0</u>
July 2014	<u>0</u>	August 2014	<u>4</u>	September 2014	<u>6</u>	October 2014	<u>12</u>
November 2014	<u>12</u>	December 2014	<u>13</u>	January 2015	<u>13</u>	February 2015	<u>12</u>
Total							<u>72</u>

**2014 WAP AGREEMENT
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

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

A. Pub. L. 94-385, Part A, Title IV ("Energy Conservation and Production Act of 1976"); the Omnibus Budget Reconciliation Act of 1981, Title XXVI of Pub. L. 97-35 (Low-Income Home Energy Assistance Act of 1981); Title II, Part 2, of the National Energy Conservation Policy Act of 1978 (Pub. L. 96-619); Title V, Subtitle E, of the Energy Security Act of 1981 (Pub. L. 96- 294); and Chapter 163, Fla. Stat.; Florida Chief Financial Officer Memorandum No. XXX, American Recovery and Reinvestment Act (ARRA) Requirements (2008-2009); American Recovery and Reinvestment Act of 2009 (Public Law 111-5); Federal Central Contractor Registration (<http://www.ccr.gov/>); 2 CFR Part 176, Requirements for Implementing Sections 1513, 1605 and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards; Schedule of Expenditures of Federal Awards (http://www.myfloridaacfo.com/aadir/statewide_financial_reporting/financing.htm)

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

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

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

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

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

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

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

7. Subsections 523 and 527 of the Public Health Service Act of 1913 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

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

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

10. The Americans with Disabilities Act of 1990, Public Law 101-336 (42 U.S.C. Sections 13101 through 13213).

C. Executive Order 11346, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60).

D. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 1857 et seq.) and the federal Water Pollution Control Act as amended (33 U.S.C. 1351 et seq.).

**2014 WAP AGREEMENT
ATTACHMENT B (Continued)
PROGRAM STATUTES AND REGULATIONS**

E. The Recipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4081 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

F. The Recipient will assist in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)

G. In compliance with 10 C.F.R. Subpart E, Part 1036.510 (Appendix B), the Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared eligible, or voluntarily excluded from participating in this Agreement by any Federal Department or agency.

H. The Recipient shall screen applicants for program eligibility under 1986 Immigration and Nationality Act, as currently amended.

I. Recipients which procure \$10,000 or more of insulation products annually are required to put into effect an affirmative procurement program to insure the purchase of insulation products composed of the highest percentage of recoverable materials practicable, taking into consideration competition, availability, technical performance and cost in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and guidelines promulgated by the Environmental Protection Agency.

J. All applicable federal rules, regulations and guidelines including 10 C.F.R. Part 600, and all applicable OMB Circulars, as revised, as they relate to the application, acceptance, and use of federal funds under this Agreement.

K. Other applicable federal and State laws, rules, regulations and guidelines.

L. There shall be no religious worship, instruction, or proselytization as any part of, or in connection with, the performance of this Agreement.

M. The Recipient certifies that neither its organization nor any member of the staff is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 13549, "Debarment and Suspension." The Recipient may not make any subcontract to a debarred or suspended party. A current listing of such parties is maintained by DEO for review.

N. Before beginning work on any dwelling, the Recipient shall have:

1. Documentation of client income eligibility in accordance with the most recent federally established Poverty Income Guidelines. Client income verification must be conducted within 180 days prior to the date the work begins.
2. Documentation of authorization from the owner of the dwelling or his authorized agent.
3. Documentation of proof of ownership.
4. Agreement with the owner of rental property assuring compliance with 10 C.F.R. Part 440.22.

**2014 WAP AGREEMENT
ATTACHMENT B (Continued)
PROGRAM STATUTES AND REGULATIONS**

O. INTEREST INCOME:

Recipients shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule and section .22 of OMB Circular A-110 (now 2 CFR Part 215). Recipients shall maintain advances of Federal funds in interest-bearing accounts unless one of the following conditions applies:

NON-PROFITS ONLY:

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

LOCAL GOVERNMENTS ONLY:

Except for interest earned on advance of funds exempt under the inter-governmental Cooperation Action (31 U.S.C 6501 et. seq.) and the Indian Self-Determination Act (23 U.S.C. 450), recipients and sub-recipients shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The recipient or subrecipient may keep interest amounts up to \$100 per year for administrative expenses.

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

P. PROGRAM INCOME: Recipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities in accordance with Rule Chapter 9B-24, Florida Administrative Code. The amount of program income and its disposition must be reported to 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.

Q. APPEALS SYSTEM: All complaints received by DEO will be referred to the Recipient. Recipient must have a written appeals system that is:

- a) adopted by the Board of Directors;
- b) formatted as a Recipient handout;
- c) posted in the client intake area of the Recipient's agency; and
- d) provided to those applying for weatherization services.

Sample format:

Recipient Appeals System

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

Program Manager (Title of Position)

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

Manager, Housing and Community Development Division (Title of Position).

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

Division Appeal Board (Committee or Full Board).

**2014 WAP AGREEMENT
ATTACHMENT B (Continued)
PROGRAM STATUTES AND REGULATIONS**

R. **LIABILITY INSURANCE:** All Recipients and subcontractors are required to have sufficient liability insurance coverage for performing weatherization-funded activities. In addition, Recipients must have Pollution Occurrence Insurance (POI), whether included, added to, or a separate general liability insurance policy. Costs may be charged as a separate line item on the Financial Status Report.

Recipients must ensure that each private contractor is adequately or covered by the Recipient policy. Documentation to substantiate all insurance coverage will be reviewed during monitoring visits. Failure to have adequate insurance coverage may result in all reimbursement requests being withheld until compliance is met.

Only those contractors who have been trained on Lead Safe Weatherization techniques and have POI (or under Recipient policy) may work on pre 1978 dwellings that the Recipient has confirmed may have lead paint that will be disturbed through weatherization activities.

S. The Recipient will follow the procedures and guidelines provided in the latest version of the Florida WAP Manual. Programmatic and guideline changes during an agreement period may be provided to the Recipient through a State Weatherization Program Notice and are to be considered as updates and become effective upon the date indicated on a Program Notice. The State Program Notice will be sent to the Recipient Agreement Manager's to the email address stated in Attachment K of this Agreement.

**2014 WAP AGREEMENT
ATTACHMENT C
RECORDKEEPING**

The Recipient shall maintain the following information in the client file:

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

1. Client Intake form (signed by the client and dated) and a copy of the household utility bill.
2. Client Selection (Priority) Criteria form,
3. Copy of the Compliant/Appeal Procedures Form initialed by client.
4. Copy of Social Security Cards (with only the last four digits showing).
5. Copy of the client signed "Notice Regarding Collection of Social Security Numbers" form.
6. Documentation of Income for all members of the household.
7. Documentation of Ownership or Landlord Agreement (when applicable).
8. A copy of the completed Priority List Assessment and Testing (PLAT) forms.
9. A copy of the first page of the National Energy Audit (NEAT) or the Manufactured Home Energy Audit (MHEA) for replacing HVAC units or refrigerators. Photo of the meter readings to support refrigerator replacement if not using NEAT or MHEA.
10. Copy of the signed Pre-Work Order Agreement (PWOA) form.
11. Building Work Report (BWR) signed by the client and inspector and dated.
12. Invoices and payment vouchers.
13. Copies of any required building permits.

B. When the Recipient WAP Coordinator has determined the weatherization activities to be performed on a dwelling, the WAP Coordinator shall list the measures to be addressed on PWOA in the same order of the Priority List.

C. Although the client provided a utility bill when submitting their application, that information will need to be updated for a more accurate pre/post comparison. Here are the directions for meeting this requirement:

The Collection of Pre Weatherization Utility Billing Information.

When the client is contacted to schedule a date to review the PWOA, the Coordinator will request that a copy of the clients' prior month's utility bill be provided. The work to be performed will then be discussed with the client, and both the client and the coordinator will sign and date the form and a copy of the form must be placed in the client file. Once this form is signed, work may commence. The pre-weatherization work utility bill amount will be entered on the Client Intake Form in the eGrants system and included when reporting the dwelling.

The Collection of Post Weatherization Utility Billing Information.

The Recipient will submit to DEO a copy of the pre and the post utility bill (to include amount, kilowatt usage and kilowatt per hour charge) for 10 percent of the clients served through this Agreement. Recipients should consider establishing an agreement with the local utility provider in its service area to provide this information. If no agreement can be established, the Recipient will implement a tracking process for following-up with selected clients to obtain this information.

The post weatherization utility information should be for the first full billing month after the Building Work Report has been signed by the client and Coordinator. These utility bills are to either be submitted to DEO within 60 days after the BWR sign date or included in the Recipients Semi-Annual Success and Leverage Report.

**2014 WAP AGREEMENT
ATTACHMENT D
REPORTS**

A. Monthly FSRs are due to DEO by the 21th of each month. The Recipient shall enter via the eGrants reporting system, a Financial Status Report (FSR), and a Building Work Report (BWR) package for each dwelling on which work has been completed and inspected. The BWR package shall consist of a copy of the BWR, and a completed Client Intake Form. In the event the twenty-first day of the month falls on a weekend day or holiday, the monthly report shall be due no later than the next business day.

B. Quarterly Low Income Home Energy Assistance Program Referral(LIHEAPR) reports are due to DEO no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter are March 31, June 30, September 30 and December 31.

C. Mid Agreement Monthly Expenditure Tracking Sheet (METS) is due to DEO by the 21st day of the 7th month of this Agreement. In the event the twenty-first day of the seventh month falls on a weekend day or holiday, the mid-agreement report shall be due no later than the next business.

Note: Based upon the results of DEO desk audit, the Recipient may be required to submit additional follow-up METS along with a supporting Revenue and Expenditure spreadsheet. Refer to Attachment J, SPECIAL CONDITIONS, of this Agreement for additional guidance on DEO's METS review process.

D. Semi Annual Success and Leverage Reports are due to DEO on or before October 21 and April 21. In the event the twenty-first day of either month falls on a weekend day or holiday, the reports shall be due no later than the next business day.

- 1) On the Success Reports, all Recipients shall provide: a) copies of thank-you correspondences from clients who received weatherization services; b) information on any events the Recipient participated in that promoted the WAP locally; c) any milestone reached by the Recipient that relates to the WAP.
- 2) On the Leverage Reports, all Recipients shall provide: a) sources of leverage activities; b) amount of funding provided, and c) the types of leverage activities utilized on the dwellings during the six month period. Utility rebate funds and donation of materials or volunteer labor should also be included in this report.

E. The Close-out Report is due to DEO thirty (30) days after the end on the Agreement or thirty calendar days after completion of the activities contained in this Agreement, whichever first occurs. In the event the thirtieth day falls on a weekend day or holiday, the close-out report shall be due no later than the next business day.

F. Failure to submit all required reports as outlined in Section A, B, C, D and E above by the required due date, may result in the withholding of any pending or future payments until the reports are received.

G. The reports identified in Sections B, C, D, and E, may be submitted electronically to the assigned consultant, hand delivered to the Department (if hand delivered, the report must be date stamped by Bureau of Community Assistance staff), or sent by certified mail, return receipt requested, to the address below:

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

**2014 WAP AGREEMENT
ATTACHMENT E
JUSTIFICATION OF ADVANCE PAYMENT**

Agreement Number: 14WX-0G-06-58-08-025

Indicate by checking one of the items below if you are requesting an advance. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. If an advance payment is requested, the below budget data on which the request is based must be completed.

<p>NO ADVANCE PAYMENT REQUESTED Check here: _____ Payment will be solely on a reimbursement basis. No Additional information is required.</p>
<p>60 DAY ADVANCE REQUESTED Check here: <u> X </u> Advance payment of \$ <u> 72,664 </u> 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 supplies and equipment. Recipient would not be able to operate the program without this advance.</p>

ADVANCE CALCULATION

A.	Number of Units expected to be completed in 60 days:	10
B.	Line A times the maximum of \$6,904 (or Recipients projected per dwelling expenditure amount- \$ <u> 6,904 </u>) :	\$ 69,040
C.	Direct Charge Line Items for first 60 days:	\$ 0
D.	Subtotal of Lines B & C:	\$ 69,040
E.	Administrative expenses for first 60 days: (Cannot exceed 5.25% of Line D)	\$ 3,624
F.	Advance Requested (Total Lines D & E):	\$ 72,664

ADVANCE REQUEST FOR MORE THAN 60 DAYS

If the Recipient determines that it requires an advance amount to cover more than 60 days, it must complete the above **ADVANCE CALCULATION** worksheet, include a written justification to support the exceptional circumstances, and include a line item budget detail of the projected expenditure for consideration.

TRACKING OF ADVANCE EXPENDITURE

The Recipient is allowed to request an advance amount of Agreement funding to ensure timely payment of contractors along with covering the initial operational/overhead costs for providing weatherization services. However, any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. To ensure compliance with this directive:

- a) DEO will compare the advance amount received by the Recipient with the total to date expended amount on the Recipient's second FSR to determine if an amount equal to the advance amount received has been expended.
- b) If the Recipient has not expended an amount equal to the initial advance, Department staff will contact the Recipient to determine if there is a reasonable justification for not meeting this goal. That justification along with any supporting documentation shall be submitted in writing to DEO for review.

**2014 WAP AGREEMENT
ATTACHMENT E (Continued)
JUSTIFICATION OF ADVANCE PAYMENT**

- c) If the justification is not approved, an adjustment may be made to the Recipient's reimbursement request amount on the Recipient's second FSR. The requested reimbursement amount may be reduced by the unexpended balance remaining on the advance. This reduction will reduce the cash advance amount the Recipient will have on hand to meet expenditures.
- d) DEO will track the monthly expenditure amount of the Recipient through the remainder of the Agreement period. If the Recipient fails to demonstrate the need for the advance amount provided over the course of two consecutive FSRs, an adjustment to the latest FSR reimbursement request may be made.
- e) The Recipients' performance and compliance to the advance expenditure requirement during this Agreement will be taken into consideration for any advances requested in future Agreements.

**2014 WAP AGREEMENT
ATTACHMENT F
WARRANTIES AND REPRESENTATIONS**

A. Financial Management

Recipient 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. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information shall be related to performance and unit cost data.
- (5) Written procedures for determining whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

B. Competition

Recipient warrants the following:

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

C. Codes of Conduct

Recipient warrants the following:

- (1) Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

**2014 WAP AGREEMENT
ATTACHMENT F (Continued)
WARRANTIES AND REPRESENTATIONS**

- (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 the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

D. Business Hours

The Recipient warrants that it shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, on (days) Monday through Friday, and from (times) 8:00 am to 5:00 pm.

E. Licensing and Permitting

Recipient warrants that all subcontractors or employees hired by Recipient shall have and maintain all licenses and permits necessary to conduct the particular work for which they are hired by Recipient.

**2014 WAP AGREEMENT
ATTACHMENT G
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

NOTE: Prior to issuing subawards or subcontracts under this Agreement, the Recipient must consult the System for Award Management (SAMA) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at <https://www.sam.gov> . Each subcontractor must complete this form.

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEO Agreement Number

Street Address

City, State, Zip

Date

**2014 WAP AGREEMENT
ATTACHMENT H
STATEMENT OF ASSURANCES**

The Recipient hereby certifies to the truth and accuracy of the following:

A. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the filing of the Agreement, including all understandings and assurances contained therein, and directing and authorizing the Recipient's chief executive to act in connection with the agreement and to provide such additional information as may be required.

B. Contractors' and subcontractors' licenses must comply with state and local laws, ordinances and regulations, and shall be appropriate and adequate to cover each of the tasks being performed pursuant to this Agreement and any subcontracts under this Agreement. The Recipient shall maintain copies of all contractor and subcontractor licenses (current for the program year when the work is performed), as well as a copy of each contractor's liability insurance policy.

C. Units of local government, Indian tribes and non-profit organizations shall secure and maintain such insurance as may be necessary for protection from claims under Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement.

D. Priority in selection of dwellings to be weatherized will be given households consisting of (1) the elderly; (2) persons with disabilities; (3) households with children under twelve; (4) households with recurring high energy bills and; (5) households with high energy burden (LIHEAP referrals).

E. To the maximum extent practicable, the use of services provided under this Agreement shall be coordinated with other Federal, State, local, or privately funded programs in order to improve energy efficiency and to conserve energy.

F. The Recipient will permit attendance by DEO's representatives at any meetings of the Recipient's Board of Directors, executive committee or legislative body.

G. The Recipient will permit on-site program evaluation by the U.S. Department of Energy (DOE), DEO's field representative and by technical assistance groups assigned by DEO. The Recipient will also allow inspection, verification, and audit of financial transactions and records by staff or agents of DEO, the Comptroller's Office, legislative or federal auditors, and DOE personnel.

H. In order to ensure that no undue or excessive enhancement takes place on renter occupied units, the Recipient shall require that the landlords of buildings with five or more units, or any combination of buildings with an aggregate total of five units or more, that receive services under this Agreement will pay ten percent (10%) of the total cost of the work performed. The landlord's participation may be waived or reduced if they can document in writing that they cannot afford to participate. A written agreement between the Recipient and the landlord detailing the landlord's commitment and legal responsibilities will be executed after pre-inspection and work determination has been completed and prior to work beginning on the unit and a copy of this agreement maintained in the client(s) file.

**2014 WAP AGREEMENT
ATTACHMENT I
COUNTY ALLOCATION(S)**

Agreement Number: 14WX-0G-06-58-08-025

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

COUNTY(S)	ALLOCATION AMOUNT
Orange	\$573,534.00

**2014 WAP AGREEMENT
ATTACHMENT J
SPECIAL CONDITIONS**

Monthly Expenditure Tracking Sheet (METS)

The following information provides guidance on the tracking and reviewing of mid-agreement period METS for the reporting of actual costs charged to the Program Support (PS) and Administration (Admin) activities.

The Mid-Agreement METS is due to DEO by the 21st day of the 7th month of this Agreement. In the event the twenty-first day of the seventh month falls on a weekend day or holiday, the mid-agreement report shall be due no later than the next business. The Recipient will submit:

- a) A completed METS to include all Program Support and Administrative line item actual costs incurred by the Recipient through the 6th month of this Agreement.
- b) A Revenue and Expenditure spreadsheet (or applicable fiscal supporting document) that will provide the actual expenditure amounts per month to date that support the METS totals.

Upon DEO receipt of these documents, DEO staff will compare the Financial Status Report (FSR) PS and Admin amounts with the METS PS and Admin amounts and supporting spreadsheets. The Recipient will be notified if any other supporting documentation is needed based upon the results of this review. If an on-site monitoring is warranted to resolve an issue, it will be scheduled.

Exceeding allowable percentages for PS and Admin:

- a) If the Recipient is exceeding the PS 30% threshold or the Admin 5.25% threshold it will then be required to submit a 9th month METS along with a Revenue & Expenditure Report to date in the tenth (10th) month.
- b) After that review is completed, if the Recipient is still exceeding a threshold, an email will be sent to the WAP Coordinator to put the Recipient on notice that the total allowable expenditure percentage has been reached, therefore no additional funding in that category (PS or Admin) will be provided. The Recipient will continue weatherizing dwellings until all remaining funding has been expended. Failure by the Recipient to expend all program funding by the end of the Agreement period may result in it being placed in a probationary status for future WAP Agreements.
- c) When the last FSR expending the remaining balance of funding in the Agreement is submitted to DEO, the Recipient will provide a METS that includes all costs charged in the PS and Admin categories along with the supporting spreadsheet. The Recipient cannot exceed the percentage caps for either PS or Admin at the end of the Agreement period.

During the Agreement period, Department staff will be conducting an on-site monitoring visit to the Recipient. This visit will include a review of the documentation that supports the PS and Admin charges reported for at least one FSR.

Quality Work Plan Requirements

State Weatherization Program Notice (SWPN)14-02 (distributed on February 24, 2014), included a copy of the U.S. Department of Energy Weatherization Program Notice (WPN) 14-4 which outlined the Quality Work Plan (QWP) requirements to be implemented in the Weatherization Assistance Program nationally. The QWP defines what constitutes a quality inspection of weatherization measures, outlines how these measures are inspected and validated and defines acceptable training and credentialing of workers.

During this Agreement period, DEO WAP staff will work with subgrantees to develop its QWP policies and procedures along with coordinating required training to meet the applicable deadlines. The Florida WAP Manual will be revised as applicable to incorporate these new QWP requirements and the Attachment A, Scope of Work in this Agreement will be modified.

**2014 WAP AGREEMENT
ATTACHMENT K
RECIPIENT INFORMATION FORM**

Please complete all information applicable to your organization.

1. Recipient's full legal name:

Orange County, Florida

2. Recipient's mailing address (warrant will be mailed to this address):

Mitchell L. Glasser, Manager

525 E. South St.

City Orlando

Zip Code: 32801-2817

Telephone: 407-836-5190

FAX Number: 407-836-5193

3. Street Address (if different from above):

4. Chief Elected Official:

Teresa Jacobs

(Name)

Orange County Mayor

(Title)

E-mail address: Teresa.Jacobs@ocfl.net

FAX Number: _____

5. Executive Director:

Mitchell L. Glasser

(Name)

Manager

(Title)

E-mail address: Mitchell.Glasser@ocfl.net

FAX Number: 407-836-5193

6. WAP Project Coordinator:

William H. Pass

(Name)

Program Manager

(Title – agency designation)

Telephone: 407-836-5180

FAX Number: 407-836-5193

E-mail address: William.Pass@ocfl.net

7. Finance Director:

Martha O. Haynie

(Name)

Orange County Comptroller

(Title)

E-mail address: Martha.Haynie@occompt.com

FAX Number: _____