BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 02/15/2012

Division: County Administrator

Bulk Item: Yes X No ___

Department: Social Services

Staff Contact Person: Sheryl Graham x4592

AGENDA ITEM WORDING: Approval of the Low Income Home Energy Assistance Program Federally Funded Sub grant Agreement Number 12EA-0F-11-54-01-019 between Monroe County Board of County Commissioners (Community Services/Social Services) and the State of Florida, Department of Economic Opportunity for the provision of funds to pay electric bills for low income clients.

ITEM BACKGROUND: This is a reoccurring agreement. There is no match required by Monroe County. This is a cost reimbursement agreement. This agreement allows Monroe County to provide financial assistance to low income residents in order to assist them with paying past due energy bills.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted for the Low Income Home Energy Assistance Program Contract Number 11EA-8U-11-54-01-019 on 2/16/11, item# C13.

CONTRACT/AGREEMENT CHANGES: There are a number of changes in the contract this year that address increased oversight and transparency, and designed to reduce the frequency of fraud, waste and abuse of LIHEAP funds statewide.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $181,340.00

BUDGETED: Yes X No ___

COST TO COUNTY: $0 (no match required)

SOURCE OF FUNDS: Grant funds

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER:** **MONTH:** **YEAR:**

APPROVED BY: County Atty. ___ OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required ___ To Follow ___

DISPOSITION: ___

AGENDA ITEM # ___

Revised 8/06

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: LIHEAP (DEO)

Contract: #12EA- 0F-11-54-01-019
Effective Date: 3-01-2012
Expiration Date: 3-31-13

Contract Purpose/Description: Approval of the Low Income Home Energy Assistance Program Federally funded Subgrant Agreement Number 12EA-0F-11-54-01-019 between Monroe County Board of County Commissioners and the State of Florida, Department of Economic Opportunity for the provision of funds to pay electric bills for low income Monroe County residents.

Contract Manager: Sheryl Graham 4592 Social Services/Stop 1
(Name) (Ext.) (Department/Stop #)

For BOCC meeting on 2/15/2012 Agenda Deadline: 1/31/2011

CONTRACT COSTS

Total Dollar Value of Contract: approx. $181,340.00

Current Year Portion:
$_181,340.00_____

Budgeted? Yes X No Account Codes: 125___-___6153512_____-_____-
_____-_____-_____-_____-

County Match: -0- _____-_____-_____-_____-
Additional Match: _____-_____-_____-_____-
Total Match $0

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr
(Not included in dollar value above)

For: _____
(e.g. Maintenance, utilities, janitorial, salaries, etc)

CONTRACT REVIEW

	Date In	Changes Needed		Reviewer	Date Out
Division Director	1/31/12	Yes	No		1/31/12
Risk Management		Yes	No		
O.M.B./Purchasing	1-31-12	Yes	No		1/31/12
County Attorney	1/30/12	Yes	No		1/31/12

Comments: _____

OMB Form Revised 2/27/01 MCP #2

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

CFDA Number: 93.568

Contract Number: 12EA-0F-11-54-01-019

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 the "Department"), and Monroe County Board of County Commissioners (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or March 1, 2012, whichever is earlier, and shall end March 31, 2013, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110 (now 2 CFR 215), "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, (now

2 CFR 225), "Cost Principles for State and Local Governments," OMB Circular No. A-21, (now 2 CFR 220) "Cost Principles for Educational Institutions," or OMB Circular No. A-122, (now 2 CFR 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) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department. The five year period may be extended for the following exceptions:

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

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

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages and any management letters issued by the auditor for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to the Department of Economic Opportunity at the following address:

Department of Economic Opportunity
Office of Audit Services
107 East Madison Street
MSC 130
Tallahassee, Florida 32399-4120
(also send an electronic copy to Ms. Ginny Helwig at: ginny.helwig@deo.myflorida.com)

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

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

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

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

Department of Economic Opportunity
Office of the Inspector General
107 East Madison Street
MSC 130
Tallahassee, Florida 32399-4120
And
Department of Economic Opportunity
Division of Community Development
Office of Housing and Community Development
Community Assistance Section
107 East Madison Street
MSC 400
Tallahassee, Florida 32399-4120

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

(b) Quarterly reports are due to the Department no later than 21 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out

report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

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

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the Scope of Work and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

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

(9) LIABILITY

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

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

construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

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

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Department may, upon thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

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

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

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

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

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

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

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

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

(12) TERMINATION

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

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

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

(13) NOTICE AND CONTACT

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

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

Paula Lemmo, Community Program Manager
Department of Economic Opportunity
Division of Community Development
Office of Housing and Community Development
Community Assistance Section
107 East Madison Street
MSC 400
Tallahassee, Florida 32399-4120
Email: paula.lemmo@deo.myflorida.com

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

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

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

☒ Exhibit 1 - Funding Sources

☒ Attachment A –Scope of Work

☒ Attachment B – Program Statutes and Regulations

☒ Attachment C – Reports

☒ Attachment D – Property Management and Procurement

☒ Attachment E – Statement of Assurances

☒ Attachment F – Special Conditions

☒ Attachment G – Warranties and Representations

☒ Attachment H – Certification Regarding Debarment

☒ Attachment I – Recipient Information

☒ Attachment J –Budget Summary and Workplan

☒ Attachment K – Budget Detail

☒ Attachment L – Multi-County Fund Distribution

☒ Attachment M – Justification of Advance Payment

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed $181,340, subject to the availability of funds and appropriate budget authority. The Recipient is authorized to incur costs in an amount not to exceed $84,051 until further notification is received by the Department. As funds and budget authority are available, changes to the costs the Recipient may incur will be accomplished by notice from the Department to the Recipient, in the form of certified mail, return receipt requested, to the Recipient's contact person identified in Attachment I, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from the Department.

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

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

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

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

Department of Economic Opportunity
Division of Community Development
Office of Housing and Community Development
Community Assistance Section
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 the Department for collection, Recipient shall pay to the Department a service fee of Fifteen Dollars ($15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

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

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

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) 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 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 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

4. have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

In addition, the Recipient shall send to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.

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

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

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

(k) The Department of Economic Opportunity reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

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

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

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property

exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

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

(23) ASSURANCES

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

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

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

RECIPIENT

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

(Type Legal Name of Recipient)

By: _____

DAVID RICE, MAYOR
(Type Name and Title Here)

Date: _____

59-6000749
Federal Identification Number

073876757
DUNS* Number

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Ken Reecy, Assistant Director
Division of Community Development

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 1/31/12

*Data Universal Numbering System

EXHIBIT – 1

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

SEPARATELY LIST THE FOLLOWING INFORMATION FOR EACH FEDERAL PROGRAM FROM WHICH THE RESOURCES AWARDED TO THE RECIPIENT ORIGINATE:

Federal Agency:	U.S. Department of Health and Human Services
Catalog of Federal Domestic Assistance Title:	Low Income Home Energy Assistance Program
Federal Award Identifier:	G-1201FLLIEA
Catalog of Federal Domestic Assistance #:	93.568
Recipient:	Monroe County Board of County Commissioners
Contract #	12EA-0F-11-54-01-019
Award Amount:	$181,340

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

Separately list each applicable compliance requirement (eligible activities, services, or commodities; eligible recipients; etc.) and specify to which federal program each requirement applies:

Compliance Requirements

Program: Low Income Home Energy Assistance Program

1. *Purposes resources must be used for:*

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

2. *Eligibility requirements for recipients of the resources:*

   The Recipient will comply with applicable OMB Circulars and eligibility requirements as set forth in U.S. Department of Health and Human Services regulations codified in: Title 45 of the Code of Federal Regulations, Part 96 – Block Grants, and Title 31 of the Code of Federal Regulations, Part 205 – Cash Management Improvement Act of 1990.

3. *None of these funds will be used for research purposes.*

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

LIHEAP
ATTACHMENT A
SCOPE OF WORK

The Recipient shall, or will ensure through subcontracts that subcontractors shall:

A. Program Requirements

(1) Conduct outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children and those with the highest percentage of their income required to pay for their home energy are made aware of the assistance available under this Agreement.

(2) Make home visits to home-bound clients, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.

(3) The Recipient will make payments to those applicants with the "highest home energy needs and lowest household income," which will be determined by taking into account both the energy burden and the unique situation of such households that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.

(4) The Recipient shall enter into a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in their service area. The Memorandum of Understanding shall detail cooperative efforts and shall describe the actions that will be taken by both parties to assure coordination, partnership and referrals. The Recipient, in coordination with the local WAP agency, shall develop a system by which LIHEAP recipients who have received more than three LIHEAP benefits in the last 18 months and who are homeowners, are referred to the WAP provider.

(5) Establish a Memorandum of Understanding (MOU) with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The Agreement will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The agreements shall detail how LIHEAP and Emergency Home Energy Assistance for the Elderly Program (EHEAP) records (for households with elderly members) will be checked to avoid duplicate crisis assistance payments during the same season.

(6) The Recipient will maintain a written policy and implement procedures to secure applicant's social security number in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files.

(7) Recipients serving multi-county areas must provide the Department with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on the 150% of poverty population within each of the counties served. This information must be reported in Attachment L to this Agreement.

(8) When LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an applicant, the Recipient will assist the applicant to secure help through other community resources.

(9) The Recipient shall agree to treat owners and renters equitably under the Agreement.

(10) The Recipient will develop and implement a written policy and procedure to assure that all energy assistance payments are made to energy vendors comply with the requirements of Attachment A, Section D of this agreement.

(11) The Recipient will define in a written policy what criteria and verification will be used to determine if a household has a "home energy crisis" and is eligible for crisis assistance. The policy must encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposit, interest or late payment penalties.

(12) The Recipient will not charge applicants a fee or accept donations from an applicant to provide LIHEAP benefits. This policy must be posted in a prominent place where it is visible to all applicants and include the following language: No money, cash or checks, will be requested or received from customers in a LIHEAP office. If an employee asks for money, report this to the agency Executive Director or Department Head.

(13) The Recipient will be in a location and operate during hours available to clients.

(14) The Recipient will refund, with non-federal funds, to the Department, all funds incorrectly paid on behalf of clients that cannot be collected from the client.

(15) The Recipient will have appropriate staff attend training sessions scheduled by the Department to cover LIHEAP policies and procedures.

(16) The Recipient will furnish training for all staff members assigned responsibilities within the program.

(17) The Recipient will take applications when it has a signed Agreement and adequate funding, and continue taking applications until the Agreement expires or funds are exhausted, whichever comes first.

(18) The Recipient must have adequate procedures in place to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.

(19) The Recipient must comply with the Federal Financial Accountability and Transparancy Act (FFATA). This includes securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the Central Contractor Registration (CCR) (www.ccr.gov).

B. Customer Services and Benefits

(1) Make LIHEAP home energy non-crisis assistance payments based on a state-provided payment matrix and worksheet. The payment amount is based on the household's income level as compared to the national poverty guidelines. This takes into account both gross income and family size.

(2) The following maximum benefits will be available to eligible households:

(a) One non-crisis benefit per 12 month period;

(b) One summer home energy crisis benefit between April 1 and September 30 each year; and

(c) One winter home energy crisis benefit between October 1 and March 31 each year.

(3) Based on local need for LIHEAP services and other non-LIHEAP energy assistance resources in their service area, the Subgrantee may limit crisis benefits to less than those stated in subsection (2) above.

(4) Determine the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by the Department. The maximum crisis benefit for this contract period is $600.00 per household per season.

(5) When the applicant is not in a life threatening situation, take actions that will resolve the emergency within 48 hours of the application approval for a crisis benefit.

(6) When the applicant is in a life threatening situation, take actions that will resolve the emergency situation within 18 hours of the application approval for a crisis benefit.

(7) Make home energy payments within 30 days from the date the application is approved.

(8) The Recipient will, within 15 working days of receiving the client's application, furnish in writing to all applicants a Notice of Approval which includes: the type and amount of assistance; the name of the energy vendor to be paid on their behalf; and the next date when the applicant will be eligible to apply for assistance.

(9) Recipients are required to have written applicant appeal procedures. Within 15 working days of receiving the client's application, any applicant denied LIHEAP services must be provided a written notice of the denial. At a minimum, the written Notice of Denial and Appeals shall contain: the reason(s) for the denial; the appeal process; an explanation of under what circumstances the client may reapply; what information or documentation is needed for the person to reapply; the name and address to whom the re-application or appeal should be sent, and the phone number of the Recipient. Appeal provisions must also be posted in a prominent place within the office where it is on view for all applicants.

(10) The recipient will compare LIHEAP records and Emergency Home Energy Assistance for the Elderly Program (EHEAP) records for households with elderly members to avoid duplicate crisis assistance payments during the same eligibility period.

(11) The Recipient will be responsible for maintaining and implementing written policies and procedures for determining the eligibility of the clients applying for the LIHEAP program. Client eligibility shall be based on the following factors:

(a) The Recipient may only assist households who are or were residing in their LIHEAP service area at the time the home energy costs were incurred.

(b) The client must complete an application and return all required information and verification to the Recipient or subcontractor while funds remain available.

(c) The client must provide a fuel bill for home energy or provide other documentation verifying an obligation to pay for home energy costs.

(d) The client must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.

(e) For applicants receiving Supplimental Nutrition Assistance Program (SNAP) or Supplemental Security Income (SSI), program qualification approvals or notifications may be used to document household size and income. However, the household income eligibility and the benefit levels are the same as other applicants.

(f) To receive crisis assistance, the applicant must have a verifiable home energy crisis.

(g) If the applicant lives in government subsidized housing, the Recipient must determine if all or part of their utility costs are paid directly or indirectly by the government and take the following actions:

1. The applicant is not eligible for assistance if their home heating and cooling costs are totally included in their rent and they have no obligation to pay any portion of the costs.
2. For Crisis Assistance Only: If the applicant receives an energy subsidy through Section 8 or a Public Housing Authority, then the agency must subtract the amount of the subsidy available to the applicant during the period covered by the utility bill from the allowable LIHEAP crisis benefit calculated for the household.
3. The applicant is eligible for non-crisis, home energy assistance with no deductions at the same level as other applicants.

(12) The client must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.

(13) The client must not be a student living in a dormitory.

C. Customer Records

The Recipient will maintain a separate client file for each LIHEAP client that includes at least the following information:

(1) Client's name, address, sex, age;

(2) Names, ages and identification documentation of all household members;

(3) Documented Social Security Numbers for all household members (some exceptions may apply and will be outlined by the Department);

(4) Income amount and method of verification for all household members;

(5) Income documentation to support eligibility;

(6) Statement of self-declaration of income if applicable;

(7) If the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance, include a signed statement of how basic living expenses i.e., food, shelter and transportation are being provided.

(8) Copies of approval or denial letters provided to the client;

(9) If preference is given due to a disability, documentation of disability income or physician's statement.

(10) Documentation of client's obligation to pay the energy bill for the residence in which they reside.

(11) All LIHEAP assistance applications must be signed by the client and by the Recipient's representative and supervisory/edit staff.

D. <u>Energy Vendor Relations</u>

The Recipient shall negotiate and maintain written agreements with home energy suppliers which shall at a minimum include:

(1) The beginning and ending date of the agreement.

(2) The Vendor Agreement must include a process for identifying the Recipient's representatives authorized to resolve a crisis situation and make a payment commitment on behalf of the Recipeint.

(3) The Vendor Agreement must include a process for identifying the Vendor's representatives authorized to resolve a crisis.

(4) A description of how energy payments will be made directly to the vendor on behalf of the LIHEAP eligible customer. In cases where no vendor-Recipient agreement exists, the payment shall be made to the client in the form of a two-party check made payable to the client and vendor. This procedure shall be used only in rare special circumstances, according to the Recipient's purchasing policies and only with written approval of the Recipient's management.

(5) Assurances from the home energy supplier that no household receiving LIHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.

(6) Assurances from the home energy supplier that they will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.

(7) An understanding that only energy related elements of a utility bill are to be paid. No water or sewage charges may be paid except if required by the energy vendor to resolving the crisis

and no other resources to pay that portion of the bill can be secured by the customer or Recipient.

(8) A statement that the Recipient may not pay for charges that result from illegal activities such as a bad check or meter tampering. A statement that the vendor is aware that those charges are the responsibility of the customer.

(9) A statement that the vendor is aware that when the benefit amount does not pay for the complete charges owed by a customer, that the customer is responsible for the remaining amount owed.

(10) Details on how the vendor will assist the Recipient in verifying the LIHEAP applicant's account information and in the case of crisis assistance make timely commitments to resolve the crisis. A process should be in place to verify the current amount owned and the amount necessary to resolve the crisis situation.

(11) The Recipient's commitment to make payment to the vendor within 30 days of the day of the Recipient's promise to pay.

(12) This agreement will be reviewed by both parties at least every 2 years.

(13) Vendor agreements must be signed by upper level management of both the Recipient and the vendor who has authority to enter into such commitments.

(14) A description of when LIHEAP payments made to the vendor cannot be applied to the client's account, the funds will be returned to the Recipient or with the Recipient's approval applied to another eligible customer's account.

(15) The energy vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: http://sunbiz.org/search.html and the vendor's name must be checked on EPLS: https://www.epls.gov/. The business name on the vendor agreement must match the legal business name on the State of Florida website.

LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Common Rule, 45 CFR Part 74 and 92, or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations," and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2. Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35) as amended. The following Federal Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this Agreement.

1. Part 16 – Procedures of the Departmental Grant Appeals Board;
2. Part 30 - Claims Collection;
3. Part 80 - Nondiscrimination under programs receiving Federal assistance through the
3. Department of Health and Human Services (HHS), Effectuation of Title VI of the Civil Rights Act of 1964;
4. Part 81 - Practice and procedure for hearings under Part 80 of this Title;
5. Part 84 – Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
6. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
7. Part 87 – Equal Treatment for Faith Based Organizations;
8. Part 91 - Nondiscrimination on the Basis of Age in HHS programs or activities receiving Federal Financial Assistance;
9. Part 93 - New restrictions on lobbying;
10. Part 96 - Block Grants;
11. Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities;
12. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement);

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

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

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

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

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

C. INTEREST FROM CASH ADVANCES

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

NON-PROFITS ONLY:

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

LOCAL GOVERNMENTS ONLY:

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

D. PROGRAM INCOME

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

E. MODIFICATIONS

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

(2) The line item budget, as given in Attachment J of this Agreement and reported on the monthly financial status reports, may not be altered without a written budget modification submitted in accordance with the terms below:

(a) The Recipient must use a Department approved Modification package.

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

(c) The Recipient may transfer unobligated budgeted line items within a budget category as long as the budget category subtotal remains the same. For the purpose of transferring funds, the following are considered budget categories: Administrative Expenses, Outreach Expenses and Direct Client Assistance.

(d) Each modified line item must meet all contractual minimum and maximum percentage budget requirements.

(e) All requests for modifications to increase or decrease any line item must be submitted to the Department for approval thirty (30) days prior to the anticipated implementation date. Failure to meet this time frame may result in reimbursement delays.

(f) A letter of explanation and a completed modification package (Budget Summary and Workplan, Administrative and Outreach Budget Detail (if applicable) and Multi-County Fund Distribution (if applicable) signed by the Recipient must be submitted to the Department and approved prior to the submission of a financial status report in which the changes are implemented.

(g) Upon approval, the Recipient's budget detail will be revised in the Department's electronic payment system.

(h) None of the budget transfers may violate this Agreement or OMB Circulars A-110, Common Rule, A-121 or A-87. The budget revision(s) will be reviewed by the Department for compliance with these circulars.

F. BONDING

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

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

G. OTHER PROVISIONS

(1) The Recipient must budget a minimum of twenty-five (25) percent of the total Agreement funds for Home Energy Assistance.

(2) The Recipient must budget a minimum of two (2) percent of the total Agreement funds for Weather Related/Supply Shortage emergency assistance. These funds must be held in this budget line item category until December 15 of the program year for use in response to a possible disaster. These funds will only be used during state or federal emergencies declared by the President, the Governor or the Secretary of the Department as he/she deems necessary. In the event of an emergency being officially declared, if the Recipient or the Department finds that two percent of the budget is not sufficient to meet the emergency, the Recipient may draw on other Agreement categories, up to fifty percent **(50%)** of the total Agreement budget, without additional written authorization. After December 15, if no emergency has been declared, the Recipient may allocate these funds to the crisis or the home energy category of the program without additional written authorization from the Department. When funds are distributed for a weather-related/supply shortage emergency, the Department will provide binding directives as to the allowable expenditures of the funds. The Recipient will comply with these directives or agree that these funds will remain with the Department.

(2) In addition to the record keeping and audit requirements contained in Sections (5) and (6) of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of the Recipient.

(4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, the Recipient shall cooperate with, and upon written request, participate with the Department in the hearing.

(5) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment A, and all other applicable laws and regulations.

ATTACHMENT C
REPORTS

1. Annual reports

   (a) Within 45 days after the end of the Agreement the Recipient shall submit a LIHEAP Close-out Report, including the LIHEAP Final Financial Report, a refund check for any unspent funds, and the LIHEAP Final Program Report.

   (b) Agencies that are below the $500,000 threshold of all Federal awards in its fiscal year and thus are exempt from the federal single audit act requirements, shall submit with their contract proposal a copy of their most recent IRS From 990.

2. Quarterly Reports - For each county the Recipient serves, the LIHEAP Household Quarterly Program Report must be provided to the Department no later than twenty-one (21) calendar days following the end of the quarter. For the purposes of this contract, the ending dates of the quarters are June 30, September 30, December 31 and March 31.

3. Monthly reports - The LIHEAP Monthly Financial Status Report must be provided to the Department by no later than the twenty-first (21st day) of each month following the end of the reporting month in which funds were expended.

4. Cost Allocation Plans

   2 CFR Part 215, Subpart C, Section 215.21(6) requires that Recipients have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable federal cost principles and terms and conditions of the award. To document this, Recipients must submit copies of their written Cost Allocation Plans to the Department with their contract proposal.

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

   The reports shall be submitted to:

   Ms. Hilda Frazier, Manager
   Florida Department of Economic Opportunity
   Division of Community Development
   Office of Housing and Community Development
   Community Assistance Section
   107 East Madison Street - MSC 400
   Tallahassee, FL 32399-4120
   Fax: (850) 488-2488

LIHEAP
ATTACHMENT D
PROPERTY MANAGEMENT AND PROCUREMENT

A. All such property purchased under this Agreement shall be inventoried annually and an inventory report shall be made available to the Department upon request.

B. All property purchased under this Agreement shall be listed on the property records of the Recipient. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property.

C. Title (Ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in the Department upon completion or termination of the Agreement.

D. The Recipient agrees to comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

LIHEAP
ATTACHMENT E
STATEMENT OF ASSURANCES

A. Interest of Certain Federal Officials

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

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

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

C. Nepotism

The Recipient agrees to abide by the provisions of s. 112.3135, Fla. Stat., pertaining to nepotism in their performance under this Agreement

D. LIHEAP Assurances

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

(1) The Recipient possesses the legal authority to administer the program as approved by the Recipient's governing body, including all assurances contained herein.

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

(3) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.

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

(5) The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.

(6) The Recipient will comply with section 680 of Public Law 97-35, as amended, which prohibits use of LIHEAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

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

(8) The Recipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.

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

(10) The Recipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Recipient further agrees that the above language will be included in any subawards which contain provisions for children's services and that all subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

(11) The Recipient will have a published and publicized local outreach office number when the outreach office is open a minimum of 40 hours per week, or toll-free telephone number.

LIHEAP
ATTACHMENT F
SPECIAL CONDITIONS

A. The Recipient and its subrecipients shall comply with the following special conditions:
NONE

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

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, un-obligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures for determining whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

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

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is

about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM.

Licensing and Permitting

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

LIHEAP
ATTACHMENT H
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

(1) The prospective subcontractor of the Recipient, Not Applicable, 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

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Not Applicable
_____
Recipient's Name

_____
DEO Contract Number

ATTACHMENT I
RECIPIENT INFORMATION

FEDERAL YEAR: 2012 **CONTRACT PERIOD:** Date of Signing through March 31, 2013

FOR DEO USE ONLY: RECEIVED _____ REVISION(S) _____

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

I. DEO CONTRACT NUMBER: 12EA-OF-11-54-01-019 **CONTRACT AMOUNT:** 181,340.00
TOTAL DIRECT CLIENT ASSISTANCE: 141,038.00 **LEVERAGE AMOUNT (if applicable):**

II. RECIPIENT CATEGORY: ☐ Non-Profit ☒ Local Government ☐ State Agency

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

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Recipient: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS County Location: FLORIDA

b. Executive Director or Chief Administrator: SHERYL GRAHAM

c. Address: 1100 SIMONTON STREET SUITE 2-257 City: KEY WEST , FL Zipcode: 33040
Telephone: (305)292-4510 Fax: (305) 295-4359
Cell: Email: graham-sheryl@monroecounty-fl.gov

d. Mailing Address: 1100 SIMONTON STREET SUITE 2-257 City: KEY WEST , FL Zipcode: 33040

e. Chief Elected Official (for local governments) or President/Chairman of the Board (for corporations):
Name: DAVID RICE Title: MAYOR
Enter home or business address, telephone numbers and email other than the Recipient's
Address: 9400 OVERSEAS HWY, #210 City: MARATHON , FL Zipcode: 33050
Telephone: (305) 289-6000 Fax: Email:

f. Official to Receive State Warrant:
Name: DANNY KOLHAGE Title: CLERK OF THE COURT
Address: 500 WHITEHEAD STREET City: KEY WEST , FL Zipcode: 33040

g. Recipient Contacts
1. Program: Name: SHERYL GRAHAM Title: SOCIAL SERVICES DIRECTOR
Address: 1100 SIMONTON STREET SUITE 2-257 City: KEY WEST , FL Zipcode: 33040
Telephone: (305) 292-4510 Fax: (305) 295-4359
Cell:

2. Fiscal: Name: DANNY KOLHAGE Title: CLERK OF THE COURT
Address: 500 WHITEHEAD STREET City: KEY WEST , FL Zipcode: 33040
Telephone: (305) 292-3560 Fax: (305) 295-3660
Cell:

h. Person(s) authorized to sign reports: SHERYL GRAHAM, KIM WEAN

i. Agency's FEID Number: 59-6000749 j. Agency's DUNS Number: 73876757

V. AUDIT DUE DATE: Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal year.
Recipient Fiscal Year: October 1, 2011 thru September 30, 2012 Audit Due to DEO: **June 30, 2013**

ATTACHMENT J
BUDGET SUMMARY AND WORKPLAN

RECIPIENT: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS CONTRACT: 12EA-OF-11-54-01-019

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

I. BUDGET SUMMARY

	LIHEAP FUNDS ONLY		BUDGETED AMOUNT
1	LIHEAP FUNDS (No Leveraging Funds)		181,340.00
ADMINISTRATIVE EXPENSES			
2	Salaries including Fringe, Rent, Utilities, Travel, Other (Total cannot exceed 8.5% of Line 1) *		15,413.00
	Maximum Administrative Expense:	$15,413.90	
OUTREACH EXPENSES			
3	Salaries including Fringe, Rent, Utilities, Travel, Other (Total cannot exceed 15% of the difference between Line 1 & Line 2 (Line 1 minus Line 2 times .15)) *		24,889.00
	Maximum Outreach Expense:	$24,889.05	
DIRECT CLIENT ASSISTANCE			
4	Home Energy Assistance (Must be at least 25% of Line 1.)		45,500.00
	25% Minimum Calculation:	$45,335.00	
5	Crisis Assistance		91,688.00
6	Weather Related / Supply Shortage / Disaster (Must be at least 2% of line 1.)		3,850.00
	2% Minimum Calculation:	$3,626.80	
7	TOTAL DIRECT CLIENT ASSISTANCE (Lines 4 + 5 + 6)		141,038.00
	LEVERAGING FUNDS ONLY		**BUDGETED AMOUNT**
8	LEVERAGE FUNDS		
9	Home Energy Assistance		
10	Crisis Assistance		
11	TOTAL LEVERAGING (Lines 8 + 9)		
12	**GRAND TOTAL ALL EXPENSES (Lines 2 + 3 + 7 + 10)**		181,340.00

HINT: LIHEAP Funds must be entered on Recipient worksheet under i. Contract Amount.

II. DIRECT CLIENT ASSISTANCE PLAN

Type of Assistance	Estimated # of Benefits to be Provided	Estimated Cost Per Benefit	Estimated Expenditures ** (Col. 2 x Col. 3)
Home Energy	182	250.00	45,500.00
Crisis	259	354.01	91,688.59
Weather Related/Supply Shortage	14	275.00	3,850.00
Leveraging - Home Energy			
Leveraging - Crisis			
TOTAL			141,038.59

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

Total of Line 2 plus Line 3 may not exceed:	$40,302.95	Line 2 + Line 3 =	$40,302.00

** Estimated Expenditues given in the Assistance Plan, must agree with the corresponding values on Lines 4-7.

ATTACHMENT K
ADMINISTRATIVE AND OUTREACH EXPENSE BUDGET DETAIL (Lines 2-3)

Recipient: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS **Contract:** 12EA-OF-11-54-01-019

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

Line Item No	Expenditure Detail (Round up line items to dollars. Do not use cents and decimals in totals.)		LIHEAP FUNDS
2	ADMINISTRATIVE EXPENSES:		
	salary: Director 5% LIHEAP, 15%CCE, 20% MCT, 4% C1, 4% C2, 22% GENERAL REVENUE, 30% WAP 104 HRS X $40.64/HR LOADED WITH FRINGE		4,267.00
	salary: Sr. Grants Coordinator 10% LIHEAP, 40%CCE, 5% MCT, 5% ADI, 5% CCDA, 5% C1, 5% C2, 25% GENERAL REVENUE 208 HRS X $32.65/HR LOADED WITH FRINGE		6,791.00
	MISC-OTHER: 1) PHONE, POSTAGE, FREIGHT - 2) PRINTING AND BINDING SUPPLIES - 3) OFFICE SUPPLIES 4) OPERATING SUPPLIES 5) RENTAL/COPIER 6) MAINTENANCE AGREEMENT	 250 355 500 250 500 2500	 4,355.00
	TOTAL ADMINISTRATIVE EXPENSES		15,413.00
3	OUTREACH EXPENSES		
	salary: FULL TIME CASE MANAGER (INTAKE, ELIGIBILITY) 20% LIHEAP, 80% GENERAL REVENUE 400 HRS X $30.12/HR LOADED WITH FRINGE		12,048.00
	salary: STAFF ASSISTANTS (TW0 INTAKE, ELIGIBILITY) 15% LIHEAP, 85% GENERAL REVENUE 312 HRS X $19.84/HR LOADED WITH FRINGE		12,380.00
	TRAVEL : 1036 MILES X $.445/PER MILE		461.00
	TOTAL OUTREACH EXPENSES		24,889.00

ATTACHMENT L
MULTI-COUNTY FUND DISTRIBUTION

Agency: **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS** Contract: 12EA-0F-11-54-01-019

Number of Counties to be Served with this agreement: 1

If the Recipient will serve more than one county with the this agreement, complete the form below. Describe how you will equitably allocate LIHEAP resources to each of the counties you serve. This plan must be in part based on the 150% poverty population of each county.

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

Poverty Population Data Souce: Provide the U. S. Census data source for the 150% of poverty population used including the year of the data. If any other data or factors are used in allocating the funds, describe and give the source.	
Data Source and Description:	

COUNTY	150% POVERTY POPULATION*[1]	COUNTY'S % OF POVERTY POPULATION IN SERVICE AREA	TOTAL DIRECT CLIENT ASSISTANCE $141,038.00 COUNTY ALLOCATION	% OF AGENCY'S DIRECT CLIENT ASSISTANCE DOLLARS ALLOCATED TO THIS COUNTY
MONROE			141,038.00	100.0%
Total Budgeted Direct Client Assistance*	0	0%	141,038.00	100.0%

* Allocation must be equal to Attachment J, Budget Summary and Workplan, Line 7.

ATTACHMENT M
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS **CONTRACT NUMBER:** 12EA-OF-11-54-01-019

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

[X] **NO ADVANCE REQUESTED**

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

[ ] **ADVANCE REQUESTED**

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

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

	DESCRIPTION	(A) FFY 2009	(B) FFY 2010	(C) FFY 2011	(D) Total
1	INITIAL CONTRACT ALLOCATION	0.00	0.00	0.00	**0.00**
2	FIRST TWO MONTHS OF CONTRACT EXPENDITURES[1]	0.00	0.00	0.00	**0.00**
3	AVERAGE PERCENT EXPENDED IN FIRST TWO MONTHS (Divide line 2 by line 1)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

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

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

HISTORICAL PERCENT FOR FIRST 2 MONTHS: #DIV/0! (Cell D3) x $ 181,340.00 (LIHEAP Award) = #DIV/0! (Historical Advance)

17 % CALCULATION: 181,340.00 (LIHEAP Award) x 0.17 (Percent of Award) = 30,827.80 (Maximum Advance)

REQUEST FOR WAIVER OF CALCULATED MAXIMUM Check the applicable statement, then complete the Estimated Expenses Chart.

[ ] Recipient has no previous history with LIHEAP contracts.

[ ] Recipient has exceptional circumstances that require an advance greater than average first two months expenditures of the previous three years.

ESTIMATED EXPENSES FOR FIRST TWO MONTHS

BUDGET CATEGORY	ANTICIPATED EXPENDITURES FOR FIRST 2 MONTHS	EXPLANATION OF CIRCUMSTANCES
Administrative		
Outreach		
Direct Assistance		
Total Expenses	0	

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
SUPPORTING DOCUMENTATION

ATTACHMENTS:

N. CERTIFICATE OF CORPORATE RESOLUTION
O. FIDELITY BOND DOCUMENTATION
P. UTILITY VENDOR AGREEMENTS
Q. COPY OF WAP MOU
R. COPY OF EHEAP MOU
S. OUTREACH OFFICES
T. WRITTEN COST ALLOCATION PLAN
U. CENTRAL CONTRACTOR REGISTRATION

ATTACHMENT N

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, as Secretary of _____

_____*NOT APPLICABLE*_____, a Florida nonprofit Corporation ("Corporation"), hereby certify that the following is a full, true and accurate copy of the resolution of the Board of Directors of the Corporation, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law and by the bylaws of the Corporation on _____, at which meeting a quorum of the Board was present, and that the resolution remains in full force and effect and has not been modified or repealed.

WHEREAS, it is in the best interest of the Corporation to enter into a grant agreement with the Florida Department of Community Affairs for the Fiscal Year 2008-2009 Low Income Home Energy Assistance Program.

RESOLVED, that _____, as the _____ of the Corporation is hereby authorized and empowered on behalf of the Corporation to negotiate the terms for and to enter into and execute the above described agreement with the Florida Department of Community Affairs, and to negotiate the terms for and to execute any and all related documents which are necessary to effectuate the terms of said agreement.

Executed by me as Secretary of the Corporation on _____.

_____
Secretary

_____ (Corporate Seal)
President

ATTACHMENT O

FIDELITY BOND

The following page (page 44) is a copy the Monroe County Board of County Commissioners' Fidelity Bond Agreement.

Wilkes-Kim

From: Slavik-Maria
Sent: Friday, January 27, 2012 3:50 PM
To: Wilkes-Kim
Subject: RE: updated Fidelity Bond for property insurance

Kim,

I have requested the current COI, I will forward to you as soon as I receive it.

From: Wilkes-Kim
Sent: Friday, January 27, 2012 11:20 AM
To: Slavik-Maria; Diaz-Monique
Cc: steckley-marlene; Graham-Sheryl
Subject: updated Fidelity Bond for property insurance
Importance: High

Maria,
So sorry to bother you, I have a strong feeling you already gave me an updated copy, but I can't seem to put my hands on it and trying to put together a new contract package, could you please send me an updated version of the attached, would greatly appreciate,

Thank you,

Kim Wilkes Wean
Social Services
Sr. Grants Coordinator
Historic Gato Building
1100 Simonton Street
Suite 190
Key West, Florida 33040
305-292-4588-phone
305-295-4376-fax
wilkes-kim@monroecounty-fl.gov

HELP US HELP YOU!

Please take a moment to complete our Customer Satisfaction Survey:
http://monroecofl.virtualtownhall.net/Pages/MonroeCoFL_WebDocs/css Your feedback is important to us!

Please note: Florida has a very broad public records law. Most written communications to or from the County regarding County business are public record, available to the public and media upon request. Your e-mail communication may be subject to public disclosure.

ACORD CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY) 02/02/2011

PRODUCER 1-561-995-6706
Arthur J. Gallagher Risk Management Services, Inc.

2255 Glades Road
Suite 400E
Boca Raton, FL 33431

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Travelers Cas & Surety Co

INSURED
Monroe County Board of County Commissioners

1100 Simonton Street, Room #2-274

Key West, FL 33040

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	[ ] PROPERTY				[ ] BUILDING	$
	CAUSES OF LOSS				[ ] PERSONAL PROPERTY	$
	[ ] BASIC				[ ] BUSINESS INCOME	$
	[ ] BROAD				[ ] EXTRA EXPENSE	$
	[ ] SPECIAL				[ ] BLANKET BUILDING	$
	[ ] EARTHQUAKE				[ ] BLANKET PERS PROP	$
	[ ] FLOOD				[ ] BLANKET BLDG & PP	$
	[ ]				[ ]	$
	[ ]				[ ]	$
	[ ] INLAND MARINE				[ ]	$
	TYPE OF POLICY				[ ]	$
					[ ]	$
	CAUSES OF LOSS				[ ]	$
	[ ] NAMED PERILS				[ ]	$
	[ ] OTHER				[ ]	$
A	[X] CRIME	103909055	10/01/10	10/01/11	[X] CVG FORM O	$ 500,000
	TYPE OF POLICY				[ ]	$
	PUBLIC EMP DIS				[ ]	$
	[ ] BOILER & MACHINERY				[ ]	$
	[ ]				[ ]	$
	[ ] OTHER					$
						$
						$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
Public Employee Dishonesty policy covers dishonest acts of officers and Employees as defined by the policy and subject to terms and conditions of coverage form.

SPECIAL CONDITIONS/OTHER COVERAGES

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
Attn: Maria Slavik

1100 Simonton Street, Rm#2-274

Key West , FL 33040

USA

CANCELLATION *10 days for non-payment of premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 24 (1/95) aimbel

© ACORD CORPORATION 1995

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ATTACHMENT 09. 44

ATTACHMENT P

UTILITY VENDOR AGREEMENTS

The following pages (pages 46 and 55) are copies of pending DRAFT Documents of revised "Utility Vendor Agreements" that are currently being reviewed for Legal Sufficiency by our County Attorney's office.
Until DRAFT Documents are finalized and approved, existing Utility Vendor Agreements are included.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

SOCIAL SERVICES

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

VENDOR PAYMENT AGREEMENT

FOR THE

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

DRAFT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and Between Monroe County, hereinafter referred to as ("County") a political subdivision of the State of Florida whose address is 1100 Simonton Street, Key West Florida, 33040 on behalf of its Social Services Department, and Florida Keys Electric Cooperative (FKEC), whose address is 91605 Overseas Highway Tavernier, Florida, hereinafter referred to as ("Vendor").

WHEREAS, County has entered into a low-income home energy assistance program (LIHEAP) federally funded sub grant agreement with the State of Florida, Department of Economic Opportunity (DEO), ("LIHEAP Agreement"); and

WHEREAS, the LIHEAP administered by Monroe County Board of County Commissioners, Social Services Department, provides funding to assist low income County Residents ("consumers") with payment of their energy costs; and

WHEREAS, Vendor provides energy to low income consumers; and

WHEREAS, County agrees to pay Vendor funds from LIHEAP to assist low income consumers with payment of their energy bills; and

WHEREAS, Vendor agrees to accept the funds from LIHEAP to assist low income consumers with payment of their energy bills; NOW, THEREFORE,

In consideration of the covenants and conditions herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged by all parties, County an d Vendor hereby agree as follows:

Vendor's Responsibilities and Duties.

The Vendor agrees to:

1) Accept the LIHEAP funds from County's LIHEAP office as either full or partial payment of energy bills for eligible low income consumers.

2) Charge eligible low income consumers, through Vendor's normal billing process, the actual unpaid difference between the vendor payment made through the program and the actual remaining unpaid cost of the home energy.

3) Eligible consumers receiving assistance under this program will not be treated adversely because of receipt of this assistance.

4) Eligible consumers, on whose behalf a vendor payment is received, either in cost of goods supplied or in the services provided, will not be discriminated against.

5) Adhere to and abide by the rules, regulations and guidelines of the LIHEAP program.

6) Notify County's LIHEAP office of any County payments not received by Vendor, for whatever reason, after the thirty (30) day notice of intent to pay has expired and furnish a copy of the payment guarantee.

7) Agree to not terminate services after notification from Monroe County Social Services that payment of an eligible recipient's utility bill will be made from LIHEAP funds.

County Responsibilities and Duties.

The County agrees to:

1) Determine the eligibility of energy customers to participate in the LIHEAP program.

2) Provide LIHEAP funds to either partially or fully satisfy payment of energy bills for eligible low income consumers.

3) Render payments to Vendor within thirty (30) days of County providing Vendor with notice of intent to pay. Payment to Vendor shall be made to:
   Name: **Florida Keys Electric Cooperative**
   Address: **91605 Overseas Highway**
   PO Box: **PO Box 377**
   City/state/ zip: **Tavernier, Florida 33070-0377**

RAFT

4) Provide Vendor with a resolution of guaranteed payments within five (5) working days of notification from Vendor of any payments not received within the thirty (30) day notice of intent to pay.

5) Provide Vendor with the rules, regulations and guidelines of the LIHEAP program, and specifically those outlined in the LIHEAP sub grant agreement, between Monroe County Board of County Commissioners and The State of Florida, Department of Community Affairs, DCA.

6) Agree to pay only energy related elements of an eligible recipient's utility bill. In no instance may water, sewerage or other non-energy related charges be paid expect if required by the vendor to meet the requirements of resolving the crisis. Any additional charges of this nature are the responsibility of the client. When the benefit paid by the Monroe County Social Services on behalf of the eligible recipient does not pay the complete charges owed, the eligible recipient will be solely responsible for the remaining balance.

DRAFT

Terms of Contract:

The term of this Agreement shall begin upon execution by both parties, and shall continue until ..... However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

BOARD OF COUNTY COMMISSIONERS

OF MONROE COUNTY, FLORIDA

Attest: DANNY L. KOLHAGE, CLERK

By: _____

Deputy Clerk

By: _____

Mayor/Chairperson

Date:_____

DRAFT

VENDOR

(SEAL)

Attest/Witnesses

By: _____

Name Printed: _____

By: _____

Name Printed: _____

Florida Keys Electric Cooperative

By: _____

Title: _____

Telephone: _____

Fax: _____

this _____ day of , 2012

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

SOCIAL SERVICES

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

VENDOR PAYMENT AGREEMENT

FOR THE

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

DRAFT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between Monroe County, hereinafter referred to as ("County") a political subdivision of the State of Florida whose address is 1100 Simonton Street, Key West Florida, 33040 on behalf of its Social Services Department, and Florida Keys Energy Services (KES), whose address is 1001 James Street Key West, Florida, hereinafter referred to as ("Vendor").

WHEREAS, County has entered into a low-income home energy assistance program (LIHEAP) federally funded sub grant agreement with the State of Florida, Department of Economic Opportunity (DEO), ("LIHEAP Agreement"); and

WHEREAS, the LIHEAP administered by Monroe County Board of County Commissioners, Social Services Department, provides funding to assist low income County Residents ("consumers") with payment of their energy costs; and

WHEREAS, Vendor provides energy to low income consumers; and

WHEREAS, County agrees to pay Vendor funds from LIHEAP to assist low income consumers with payment of their energy bills; and

WHEREAS, Vendor agrees to accept the funds from LIHEAP to assist low income consumers with payment of their energy bills; NOW, THEREFORE,

In consideration of the covenants and conditions herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged by all parties, County and Vendor hereby agree as follows:

Vendor's Responsibilities and Duties.

The Vendor agrees to:

1) Accept the LIHEAP funds from County's LIHEAP office as either full or partial payment of energy bills for eligible low income consumers.

2) Charge eligible low income consumers, through Vendor's normal billing process, the actual unpaid difference between the vendor payments made through the program and the actual remaining unpaid cost of the home energy.

3) Eligible consumers receiving assistance under this program will not be treated adversely because of receipt of this assistance.

4) Eligible consumers, on whose behalf a vendor payment is received, either in cost of goods supplied or in the services provided, will not be discriminated against.

5) Adhere to and abide by the rules, regulations and guidelines of the LIHEAP program.

6) Notify County's LIHEAP office of any County payments not received by Vendor, for whatever reason, after the thirty (30) day notice of intent to pay has expired and furnish a copy of the payment guarantee.

7) Agree to not terminate services after notification from Monroe County Social Services that payment of an eligible recipient's utility bill will be made from LIHEAP funds.

County Responsibilities and Duties.

The County agrees to:

1) Determine the eligibility of energy customers to participate in the LIHEAP program.

2) Provide LIHEAP funds to either partially or fully satisfy payment of energy bills for eligible low income consumers.

3) Render payments to Vendor within thirty (30) days of County providing Vendor with notice of intent to pay. Payment to Vendor shall be made to:

Name: **Keys Energy Services**
Address: **1001 James Street**
PO Box:
City/state/ zip: **Key West, Florida 33040**

4) Provide Vendor with a resolution of guaranteed payments within five (5) working days of notification from Vendor of any payments not received within the thirty (30) day notice of intent to pay.

5) Provide Vendor with the rules, regulations and guidelines of the LIHEAP program, and specifically those outlined in the LIHEAP sub grant agreement, between Monroe County Board of County Commissioners and The State of Florida, Department of Economic Opportunity (DEO).

6) Agree to pay only energy related elements of an eligible recipient's utility bill. In no instance may water, sewerage or other non-energy related charges be paid expect if required by the vendor to meet the requirements of resolving the crisis. Any additional charges of this nature are the responsibility of the client. When the benefit paid by the Monroe County Social Services on behalf of the eligible recipient does not pay the complete charges owed, the eligible recipient will be solely responsible for the remaining balance.

Terms of Contract:

The term of this Agreement shall begin upon execution by both parties, and shall continue until ..... However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

BOARD OF COUNTY COMMISSIONERS

OF MONROE COUNTY, FLORIDA

Attest: DANNY L. KOLHAGE, CLERK

By: _____

Deputy Clerk

By: _____

Mayor/Chairperson

Date: _____

DRAFT

VENDOR

(SEAL)

Attest/Witnesses

By: _____

Name Printed: _____

By: _____

Name Printed: _____

KEYS ENERGY SERVICE

By: _____

Title: _____

Telephone: _____

Fax: _____

this _____ day of , 2012

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

UTILITY VENDOR PAYMENT AGREEMENT

The undersigned home energy supplier hereby agrees to meet the following conditions in order to receive vendor payments to the home energy assistance and crisis assistance categories of the Low Income Home Energy Assistance Program tha:

1. Eligible households will only be charged, through the company's normal billing process, the actual unpaid difference between the vendor payment made through the program and the actual remaining unpaid cost of home energy.

2. Households receiving assistance under the program will not be treated adversely because of receipt of this assistance.

3. Eligible households on whose behalf a vendor payment is received, either in the cost of goods supplied or in the services provided, will not be discriminated against.

4. Only electric utility bills for energy consumption are eligible for payment, except when notified by the agency making the payment that it is a crisis payment.

5. When the benefit to the client does not pay the complete charges owed by the client, that the client is responsible for the remaining owed.

6. The local LIHEAP provider will render payment within 10 days of client's initial appointment with LIHEAP. The vendor will notify LIHEAP Director within 5 days after the expiration of the above stated period if payment has not been made.

Keys Energy Services
Company Name

(305) 295-1000
Company (Area Code) and Telephone Number

1001 James Street
Street Address or Post Office Box

Key West	**Florida**	**33040**
City	State	Zip Code

Lynne E. Tejeda, General Manager & CEO
Name and Title of Authorizing Company Official

Signature of Authorizing Company Official — Date

Mario Di Gennaro Mayor
Name and Title of Authorizing Agency (Monroe County) Official

Signature of Authorizing Agency (Monroe County) Official — Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
SUZANNE A. HUG
COUNTY ATTORNEY

FEB 21 2007
DEPUTY CLERK

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

UTILITY VENDOR PAYMENT AGREEMENT

The undersigned home energy supplier hereby agrees to meet the following conditions in order to receive vendor payments to the home energy assistance and crisis assistance categories of the Low Income Home Energy Assistance Program:

1. That eligible households will only be charged, through the company's normal billing process, the actual unpaid difference between the vendor payment made through the program and the actual remaining unpaid cost of home energy.

2. That households receiving assistance under the program will not be treated adversely because of receipt of this assistance.

3. That eligible households on whose behalf a vendor payment is received, either in the cost of goods supplied or in the services provided, will not be discriminated against.

4. That only electric utility bills for energy consumption are eligible for payment, except when notified by the agency making the payment that it is a crisis payment.

5. That when the benefit to the client does not pay the complete charges owed by the client, that the client is responsible for the remaining owed.

Florida Keys Electric Cooperative Association, Inc.
Company Name

(305) 852-2431
Company (Area Code) and Telephone Number

91605 Overseas Highway PO Box 377
Street Address or Post Office Box

Tavernier	**Florida**	**33070-0377**
City	State	Zip Code

Scott Newberry, Chief Executive Officer
Name and Title of Authorizing Company Official

Signature of Authorizing Company Official — Date: 1/24/07

Name and Title of Authorizing Agency (Monroe County) Official

Signature of Authorizing Agency (Monroe County) Official — Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

FEB 21 2007

ATTACHMENT Q

WEATHERIZATION ASSISTANCE PROGRAM

Monroe County Social Services is the current provider for Weatherization Assistance in Monroe County. Our current Working Agreement contract began in March 2010. The current allocation for Monroe County is $424,517.19 for ARRA funds. However, Monroe County Social Services will be awarded in the future with regular WAP funds and will continue to weatherize homes in Monroe County.

The WAP agreement requires that at least 10% of weatherized dwellings are LIHEAP referral clients. We currently have met this goal and continue to receive referrals from our current LIHEAP clients.

ATTACHMENT R

COPY OF THE MEMORANDUMS OF AGREEMENT BETWEEN MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM (EHEAP) PROVIDER.

The following pages (58-64) are copies of the Memorandums of Agreement (MOA) between the Monroe County Board of County Commissioners AND the Emergency Home Energy Assistance for the Elderly Program (EHEAP) Provider, the Alliance for Aging, Inc. Also included are three (3) EHEAP Intake Center Referral Agreements (one each for Upper, Middle and Lower Keys).

Memorandum of Agreement

Between
Emergency Home Energy Assistance for the Elderly Program (EHEAEP)
and
Low-Income Energy Assistance Program (LIHEAP)

The undersigned providers of energy assistance programs agree to coordinate services for households containing a member of 60 years of age or older. This coordination will prevent duplicate crisis assistance payments during the same heating and cooling seasons.

Client records will be maintained by both agencies, which include the type of assistance requested, the date requested, the disposition of the application and if approved, the amount of payment to the vendor.

All parties will work together to increase the quality of services provided to seniors in need of this service in Monroe County.

Signature of Authorizing Company Official
for the EHEAEP Program/Title
Alliance for Aging, Inc.

Date

Signature of Authorizing Company Official
for the Monroe County LIHEAP Program/Title

Date

DANIEL KOLHAGE CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
SUZANNE A. HUTTON
COUNTY ATTORNEY
Date

Form Prepared by: Alliance for Aging, Inc., Elder Helpline
9500 S. Dadeland Blvd. Suite #440
Miami, FL 33156

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM (EHEAEP)
INTAKE CENTER REFERRAL AGREEMENT

This Referral Agreement between the Alliance for Aging, Inc., the Area Agency on Aging (AAA) for Planning and Service Area (PSA) 11 and Monroe County Community Support Services/Lower Keys the Intake Center, shall begin on the date the agreement has been signed by both parties, whichever is later. This referral agreement is in effect for a period of time that is equal to the Intake Center's voluntary enrollment period in the EHEAEP program. One purpose of this agreement is to promote the development of a coordinated service delivery system to meet the energy needs of the aged. Another purpose of this agreement is to enable eligible elderly participants to access the EHEAEP program in a convenient manner by going to the intake center nearest to their place of residence. Both parties agree to and will treat each participant with dignity and respect.

I. Objectives

A. To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.
B. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
C. To require the parties of this Agreement to provide technical assistance and consultation to each other on matters pertaining to EHEAEP benefits and share appropriate information so duplication may not occur.
D. To establish an effective working relationship between the Intake Center responsible for the initial assessment and verification of need, and the AAA that is responsible for management and oversight of the EHEAEP program.

II. Under this Agreement, the Intake Center agrees to the following:

A. To accept referrals at large from any elderly individuals in the community experiencing an energy emergency crisis and in need of assistance.
B. To provide quality service(s) to the EHEAEP applicant.
C. To obtain all documentation required under EHEAEP guidelines in order to establish that an energy crisis exists and that the applicant meets all pertinent eligibility requirements.
D. To maintain the EHEAEP applicant's confidentiality according to 42 CFR 431.301.
E. To forward all information obtained and any required documentation to the EHEAEP Coordinator at the Alliance for Aging Elder Helpline for case approval and processing.
G. To adhere to the requirements and the policies and procedures outlined in the EHEAEP manual.

III. Under this Agreement, the Area Agency on Aging agrees to the following:

A. To oversee the processing of all requests for assistance on behalf of eligible elderly individuals.
B. To provide technical assistance and training to Service Providers.
C. To complete a new referral agreement signed by all parties as appropriate.

IV. Termination

In the event this agreement is terminated, the Intake Center agrees to submit, at the time notice of intent to terminate is delivered, a plan which identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

A. Termination at Will

This agreement may be terminated by any party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. Termination for Breach

Unless a breach is waived by the area agency in writing, or the parties fail to cure the breach within the time specified by the area agency, the area agency may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness whereof, the parties have caused this 2 page agreement to be executed by their undersigned officials as duly authorized.

Area Agency on Aging

signature

print name

title

date

Intake Center

Mario DiGennaro

signature

Mario DiGennaro, Mayor

print name

1100 Simonton Street, Key West, FL 33040

title

12-20-06

date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

SUZANNE A. HUTTON
COUNTY ATTORNEY

Date

Attachment R, 60

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM (EHEAEP)
INTAKE CENTER REFERRAL AGREEMENT

This Referral Agreement between the Alliance for Aging, Inc., the Area Agency on Aging (AAA) for Planning and Service Area (PSA) 11 and Monroe County Community Support Services/Middle Keys the Intake Center, shall begin on the date the agreement has been signed by both parties, whichever is later. This referral agreement is in effect for a period of time that is equal to the Intake Center's voluntary enrollment period in the EHEAEP program. One purpose of this agreement is to promote the development of a coordinated service delivery system to meet the energy needs of the aged. Another purpose of this agreement is to enable eligible elderly participants to access the EHEAEP program in a convenient manner by going to the intake center nearest to their place of residence. Both parties agree to and will treat each participant with dignity and respect.

I. Objectives

A. To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.
B. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
C. To require the parties of this Agreement to provide technical assistance and consultation to each other on matters pertaining to EHEAEP benefits and share appropriate information so duplication may not occur.
D. To establish an effective working relationship between the Intake Center responsible for the initial assessment and verification of need, and the AAA that is responsible for management and oversight of the EHEAEP program.

II. Under this Agreement, the Intake Center agrees to the following:

A. To accept referrals at large from any elderly individuals in the community experiencing an energy emergency crisis and in need of assistance.
B. To provide quality service(s) to the EHEAEP applicant.
C. To obtain all documentation required under EHEAEP guidelines in order to establish that an energy crisis exists and that the applicant meets all pertinent eligibility requirements.
D. To maintain the EHEAEP applicant's confidentiality according to 42 CFR 431.301.
E. To forward all information obtained and any required documentation to the EHEAEP Coordinator at the Alliance for Aging Elder Helpline for case approval and processing.
G. To adhere to the requirements and the policies and procedures outlined in the EHEAEP manual

III. Under this Agreement, the Area Agency on Aging agrees to the following:

A. To oversee the processing of all requests for assistance on behalf of eligible elderly individuals.
B. To provide technical assistance and training to Service Providers.
C. To complete a new referral agreement signed by all parties as appropriate.

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In the event this agreement is terminated, the Intake Center agrees to submit, at the time notice of intent to terminate is delivered, a plan which identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

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In witness whereof, the parties have caused this 2 page agreement to be executed by their undersigned officials as duly authorized.

Area Agency on Aging

signature

print name

title

date

Intake Center

signature

Mario DiGennaro, Mayor

print name

title

490 63rd Street(Ocean), Marathon, FL 33050

12-30-06

date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A HUTTON
COUNTY ATTORNEY

Date

Attachment R, Pg. 62

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM (EHEAEP)
INTAKE CENTER REFERRAL AGREEMENT

This Referral Agreement between the Alliance for Aging, Inc., the Area Agency on Aging (AAA) for Planning and Service Area (PSA) 11 and Monroe County Community Support Services/Upper Keys the Intake Center, shall begin on the date the agreement has been signed by both parties, whichever is later. This referral agreement is in effect for a period of time that is equal to the Intake Center's voluntary enrollment period in the EHEAEP program. One purpose of this agreement is to promote the development of a coordinated service delivery system to meet the energy needs of the aged. Another purpose of this agreement is to enable eligible elderly participants to access the EHEAEP program in a convenient manner by going to the intake center nearest to their place of residence. Both parties agree to and will treat each participant with dignity and respect.

I. Objectives

A. To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.
B. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
C. To require the parties of this Agreement to provide technical assistance and consultation to each other on matters pertaining to EHEAEP benefits and share appropriate information so duplication may not occur.
D. To establish an effective working relationship between the Intake Center responsible for the initial assessment and verification of need, and the AAA that is responsible for management and oversight of the EHEAEP program.

II. Under this Agreement, the Intake Center agrees to the following:

A. To accept referrals at large from any elderly individuals in the community experiencing an energy emergency crisis and in need of assistance.
B. To provide quality service(s) to the EHEAEP applicant.
C. To obtain all documentation required under EHEAEP guidelines in order to establish that an energy crisis exists and that the applicant meets all pertinent eligibility requirements.
D. To maintain the EHEAEP applicant's confidentiality according to 42 CFR 431.301.
E. To forward all information obtained and any required documentation to the EHEAEP Coordinator at the Alliance for Aging Elder Helpline for case approval and processing.
G. To adhere to the requirements and the policies and procedures outlined in the EHEAEP manual.

III. Under this Agreement, the Area Agency on Aging agrees to the following:

A. To oversee the processing of all requests for assistance on behalf of eligible elderly individuals.
B. To provide technical assistance and training to Service Providers.
C. To complete a new referral agreement signed by all parties as appropriate.

IV. Termination

In the event this agreement is terminated, the Intake Center agrees to submit, at the time notice of intent to terminate is delivered, a plan which identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

A. Termination at Will

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B. Termination for Breach

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In witness whereof, the parties have caused this 2 page agreement to be executed by their undersigned officials as duly authorized.

Area Agency on Aging

signature

print name

title

date

Intake Center

signature

Mario DiGennaro, Mayor

print name

88820 Overseas Highway (Gulf), Plantation Key, FL 33070

title

12-30-06

date

Isabel C. [illegible]

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
COUNTY ATTORNEY

Date

ATTACHMENT S

OUTREACH OFFICES

The following Outreach Offices provide LIHEAP services:

Lower Keys

The Historic Gato Cigar Factory
1100 Simonton Street, Suite 1-200
Key West, Florida 33040
305-292-4408 (phone)
305-295-4376 (fax)
County Served: Monroe County
Current staff: Full time Case Manager

Middle Keys

Marathon Government Annex
490 63rd Street Ocean, Suite 190
Marathon, Florida 33050
305-289-6016 (phone)
305-289-6317 (fax)
County Served: Monroe County
Current staff: Staff Assistant

Upper Keys

Plantation Key Government Center
88770 Overseas Highway, Suite #1
Tavernier, Florida 33070
305-852-7125 (phone)
305-852-7159 (fax)
County Served: Monroe County
Current staff: Staff Assistant

ATTACHMENT T

WRITTEN COST ALLOCATION PLAN

Attached please find Monroe County Social Services Written Cost Allocation Plan for the administering of the Low Income Home Energy Assistance Program (LIHEAP).

Monroe County Social Services Written Allocation Plan

Below is a detailed explanation of Monroe County Social Services Cost Allocation Plan for the LIHEAP Contract Year 2012-2013.

Administrative Expenses: (Salaries and fringe benefits)
These expenses consist of salaries of the Social Services Director and Sr. Grants Coordinator. The budgeted allocations are based on an employee's Personnel Action Form (PAF) which specifies the percentage of time each employee spends performing the work of a particular grant or program. Each employee also completes a "Personal Activity Sheet" each week which reflects the number of hours the employee dedicates to different programs. The Director and Grants Coordinator are not 100% dedicated to LIHEAP, but spread across different grants and revenue funds.
These percentages allocated to LIHEAP were developed utilizing a cost analysis, historical data, recurring Unit Cost Methodologies and taking into account program requirements.

Salary expenses which includes fringe benefits total: $11,058.00

Other Administrative Expenses: (travel, phone, postage, printing, Xerox, Maintenance agreement for LIHEAP database software and office supplies)
These expenses are based on prior actual historical cost of the items utilized to run the program efficiently.

Other Administrative Expenses total; $4,355.00

Total Administrative Expenses: $ 15,413.00

Outreach Expenses: (Salaries and fringe benefits)
These expenses consist of salaries for a full time Case Manager spending 20% of their time performing outreach, intake and eligibility determination. The Case Manager is a full time employee with full benefits. The other 80% of their time is dedicated to Welfare and paid out of the General Revenue Fund.

Salary expenses for case manager total: $12,048.00

Other outreach expenses consist of two staff assistants in two separate outreach offices. These individuals work 40 hours per week will full Benefits, but only expend 15% of their time performing LIHEAP outreach duties. These duties would include setting up appointments, intake, applications and referrals. These budgeted allocations are also based on an employee's Personnel Action Form (PAF) which specifies the percentage of time each employee spends performing the work of a particular grant or program. Each employee also completes a "Personal Activity Sheet" each week which reflects the number of hours the employee dedicates to different programs.
The Staff Assistants are not 100% dedicated to LIHEAP and work the remaining 85% under the General Revenue Funds in the department of Welfare.
These percentages were developed utilizing a cost analysis, historical data, recurring Unit Cost Methodologies and taking into account program requirements.

Outreach salary expenses for 2 staff assistants total: $12,380.00

Additional outreach expenses consist of travel performed by the case manager and staff assistants for needed home visits for eligible clients. Travel expenses total: $461.00

Total Outreach expenses: $24,889.00

ATTACHMENT U

CENTRAL CONTRACTOR REGISTRATION

The following pages (70-76) contain the print screen of the CCR Registration for Monroe County Board of County Commissioners.

Wilkes-Kim

From: Graham-Sheryl
Sent: Friday, January 27, 2012 3:47 PM
To: Wilkes-Kim
Subject: FW: Emailing: CCR Registration and DUNS

Sheryl Graham, Director
Monroe County Social Services
1100 Simonton Street 2-257
Key West, FL 33040
305.292.4510 (Office)
305.295.4359 (Fax)
graham-sheryl@monroecounty-fl.gov

HELP US HELP YOU!

Please take a moment to complete our Customer Satisfaction Survey:
http://monroecofl.virtualtownhall.net/Pages/MonroeCoFL_WebDocs/css Your feedback is important to us!

Please note: Florida has a very broad public records law. Most written communications to or from the County regarding County business are public record, available to the public and media upon request. Your e-mail communication may be subject to public disclosure.

From: Tennyson-Lisa
Sent: Monday, September 19, 2011 2:52 PM
To: Graham-Sheryl
Subject: Emailing: CCR Registration and DUNS

Central Contractor Registration

CCR Home CCR Search Federal Agency Registration News Release Notes Request Data Access Help

New Registration Manage Registrations Edit User Information Change Password Log Out

CCR Registration

Not to be used as certifications and representations. See ORCA for official certification.

Send To Printer

Registration Status:	Active in CCR; Registration valid until 04/20/2012.
DUNS:	073876757
DUNS PLUS4:	
CAGE/NCAGE:	3C1Z4
Legal Business Name:	COUNTY OF MONROE
Doing Business As (DBA):	
TIN/EIN:	596000749
SSN:	
Division Name:	DIVISION OF FINANCE AND BUDGET
Division Number:	
Company URL:	http://www.monroecounty-fl.gov
Physical Street Address 1:	1100 SIMONTON ST RM 2-205
Physical Street Address 2:	
Physical City:	KEY WEST
Physical State:	FL
Physical Foreign Province:	
Physical Zip/Postal Code:	33040-3110
Physical Country:	USA
Mailing Name:	MONROE, COUNTY OF
Mailing Street Address 1:	1100 SIMONTON STREET
Mailing Street Address 2:	ROOM 2-205
Mailing City:	KEY WEST
Mailing State:	FL
Mailing Foreign Province:	
Mailing Zip/Postal Code:	33040-3110
Mailing Country:	USA
Business Start Date:	07/02/1823
Delinquent Federal Debt:	No
Fiscal Year End Date:	09/30
Number of Employees for This Location:	390
Number of Employees for All Affiliates:	390
Annual Receipts for This Location:	$225,887,665
Annual Receipts for All Affiliates:	$225,887,665
Company Security Level:	
Highest Employee Security Level:	

DUN & BRADSTREET LINKAGE

This information comes from Dun & Bradstreet and is not editable by CCR users.

You may contact D&B Customer Service at 1-866-705-5711 (U.S. only) or govt@dnb.com (US and International) to verify your company name, physical address, or parent information in their system.

DUNS:	073876757
Linkage Info Date:	04/27/2011

Headquarters Parent POC

DUNS:	073876757
Name:	COUNTY OF MONROE
Address:	1100 SIMONTON ST RM 2-205
City:	KEY WEST
State:	FL
Zip/Postal Code:	33040-3110
Country:	USA
Phone:	

Global Ultimate POC

DUNS:	073876757
Name:	COUNTY OF MONROE
Address:	1100 SIMONTON ST RM 2-205
City:	KEY WEST
State:	FL
Zip/Postal Code:	33040-3110
Country:	USA

Domestic Ultimate POC

DUNS:	073876757
Name:	COUNTY OF MONROE
Address:	1100 SIMONTON ST RM 2-205
City:	KEY WEST
State:	FL
Foreign Province:	
Zip/Postal Code:	33040-3110
Country:	USA

CORPORATE INFORMATION

Type of Organization

U.S. Government Entity

Business Types/Grants

12 - U.S. Local Government
VW - Contracts and Grants
TR - Airport Authority
KM - Planning Commission

TW - Transit Authority
C7 - County
8B - Housing Authorities Public/Tribal

DISASTER RESPONSE INFORMATION

Bonding Levels
Construction Bonding Level, Per Contract (dollars):
Construction Bonding Level, Aggregate (dollars):
Service Bonding Level, Per Contract (dollars):
Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

921110 - Executive Offices
921120 - Legislative Bodies
921130 - Public Finance Activities
921140 - Executive and Legislative Offices, Combined
921190 - Other General Government Support

Product Service Codes (PSC)

Federal Supply Classification (FSC)

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types	Expiration Date
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North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS Code	Description	Small Business	Emerging Small Business

921110	Executive Offices	No	No
921120	Legislative Bodies	No	No
921130	Public Finance Activities	No	No
921140	Executive and Legislative Offices, Combined	No	No
921190	Other General Government Support	No	No

FINANCIAL INFORMATION

Electronic Funds Transfer (EFT)

Financial Institution:	TIB BANK OF THE KEYS
ABA Routing Number:	067009280
Account Number:	60803208418
Account Type:	Checking
Lockbox Number:	
Authorization Date:	04/21/2011

Automated Clearing House (ACH)

U.S. Phone:	305-292-4444
Non-U.S. Phone:	
Fax:	
Email Address:	eservice@tibbank.com

Remittance Information

Name:	MONROE COUNTY FINANCE DEPARTMENT
Address Line 1:	500 WHITEHEAD STREET
Address Line 2:	
City:	KEY WEST
State:	FL
Foreign Province:	
Zip/Postal Code:	33040-6581
Country:	USA

Accounts Receivable POC

Name:	CHERYL MORGAN
Email Address:	emorgan@monroe-clerk.com
U.S. Phone:	305-295-3649
Non-U.S. Phone:	
Fax:	305-295-3660

Accepts credit cards as a method of payment: No

CCR POINTS OF CONTACT

CCR Primary POC (Registrant Name)

Name:	LISA TENNYSON
Email Address:	tennyson-lisa@monroecounty-fl.gov
U.S. Phone:	305-292-4444
Non-U.S. Phone:	
Fax:	305-292-4515

CCR Alternate POC

Name:	TINA BOAN
Email Address:	boan-tina@monroecounty-fl.gov
U.S. Phone:	305-292-4472
Non-U.S. Phone:	
Fax:	

Government Business Primary POC

Name:	LISA TENNYSON

Government Business Alternate POC

Name:	TINA BOAN

Email Address:	tennyson-lisa@monroecounty-fl.gov
Address Line 1:	1100 SIMONTON ST.
Address Line 2:	ROOM 2-210
City:	KEY WEST
State:	FL
Foreign Province:	
Zip/Postal Code:	33040-3110
Country:	USA
U.S. Phone:	305-292-4444
Non-U.S. Phone:	
Fax:	305-292-4515

Email Address:	boan-tina@monroecounty-fl.gov
Address Line 1:	1100 SIMONTON ST.
Address Line 2:	ROOM 2-210
City:	KEY WEST
State:	FL
Foreign Province:	
Zip/Postal Code:	33040-3110
Country:	USA
U.S. Phone:	305-292-4472
Non-U.S. Phone:	
Fax:	305-292-4515

Past Performance Primary POC

Name:	
Email Address:	
Address Line 1:	
Address Line 2:	
City:	
State:	
Foreign Province:	
Zip/Postal Code:	
Country:	
U.S. Phone:	
Non-U.S. Phone:	
Fax:	

Past Performance Alternate POC

Name:	
Email Address:	
Address Line 1:	
Address Line 2:	
City:	
State:	
Foreign Province:	
Zip/Postal Code:	
Country:	
U.S. Phone:	
Non-U.S. Phone:	
Fax:	

Electronic Business Primary POC

Name:	LISA TENNYSON
Email Address:	tennyson-lisa@monroecounty-fl.gov
Address Line 1:	1100 SIMONTON STREET
Address Line 2:	ROOM 2-210
City:	KEY WEST
State:	FL
Foreign Province:	
Zip/Postal Code:	33040-3110
Country:	USA
U.S. Phone:	305-292-4444
Non-U.S. Phone:	
Fax:	305-292-4515

Electronic Business Alternate POC

Name:	TINA BOAN
Email Address:	boan-tina@monroecounty-fl.gov
Address Line 1:	1100 SIMONTON STREET
Address Line 2:	ROOM 2-210
City:	KEY WEST
State:	FL
Foreign Province:	
Zip/Postal Code:	33040-3110
Country:	USA
U.S. Phone:	305-292-4472
Non-U.S. Phone:	
Fax:	305-292-4515

Previous Business Name
Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:

Government Parent
Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:

Corporate POC
Name:
Email Address:
U.S. Phone:
Non-U.S. Phone:
Fax:

Marketing Partner Identification Number(MPIN)
MPIN: monroect1

EDI

Value Added Network:
Interchange ID (ISA) Qualifier:
Interchange Sender ID (ISA) Qualifier:
Functional Group (GS02) Identifier:

EDI POC
Name:
Email Address:
U.S. Phone:
Non-U.S. Phone:
Fax

Receive Remittance Advice Notices (820's) through their VAN provider: ---

CCR Version 4.11.1