

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>2,570,214</u>	<u>3,652,606</u>	_____	_____	_____
External Revenues	<u>(2,570,214)</u>	<u>(3,543,602)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>109,004</u>	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative)

and Proposed

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: ^ Fund 1003/1009 Dept. 145 Unit various Obj. various
 Program Code: various Program Period: GY11

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

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

C. Departmental Fiscal Review:

Taruna Valhola
8/22/11

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature]
 9/6/11 OFMB
 9/11/11

[Signature]
 Contract Dev. and Control
 9-8-11 B. Wheeler

B. Legal Sufficiency:

[Signature]
 9/12/11
 Assistant County Attorney

C. Other Department Review:

Department Director



Department of
Community Services

Community Action Program
810 Datura Street

West Palm Beach, FL 33401

(561) 355-4792

Fax: (561) 355-4192

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Karen T. Marcus, Chair

Shelley Vana, Vice Chair

Paulette Burdick

Steven L. Abrams

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

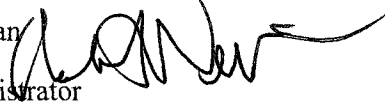
County Administrator

Robert Weisman



"An Equal Opportunity
Affirmative Action Employer"

MEMORANDUM

TO: Karen T. Marcus, Chair and the
Board of County Commissioners
FROM: Robert Weisman 
County Administrator
DATE: August 5, 2011
RE: 2011-2012 CSBG budget and
2011-2012 LIHEAP Grant Modification

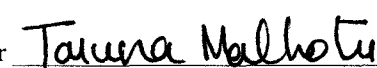
Pursuant to PPM#CW-F-003 your signature is needed for the approval of the 2011-2012 Community Service Block Grant (CSBG). The total grant amount for CSBG is \$654,024 (80% CSBG \$545,020 & 20% County Match \$109,004). Your approval is also needed for the 2011-2012 Low Income Home Energy Assistance Program (LIHEAP) Grant modification. This grant is for the amount of \$5,568,796 (no county match). This year, CSBG federal funding has been reduced by 50% and subsequently, eleven (11) positions have been eliminated. A total of 6 new positions have been created in the LIHEAP grant modification to help minimize the agency's direct client service delivery impact and to mitigate the number of people separated from employment. Both of these budgets were approved by the Community Action Advisory Board on July 19, 2011.


This information was received on July 15, 2011 with instructions to return it to the Department of Community Affairs by August 18, 2011. The emergency signature process is being utilized because there is not sufficient time to submit the application through the regular BOCC agenda process and meet the return deadline. Staff will submit this item at the Board's September 13, 2011 Commission Agenda.

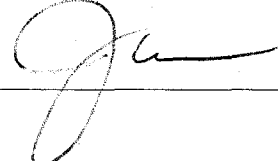
If additional information is needed, please contact James Green at (561) 313-1146.

OFMB  Date _____

Assistant County Attorney  Date 8/11/11

Approved:
Community Svc. Fiscal Director  Date 08/09/11

Community Services Director  Date 8/5/11

Assistant County Administrator  Date 8/1/11

NOTE: ELECTRONIC COPIES OF THIS EXCEL FORM WILL BE E-MAILED TO ALL GRANTEES

ATTACHMENT B-1

BUDGET SUMMARY - FY 2011-2012

Recipient: Palm Beach County Community Action Program

Contract: 12SB-9Y-10-60-01-021

REVENUE SOURCES	PERCENT	MATCH	TOTAL	NOTES:	
1 CSBG Grant Funds			545,020.00	Round all figures UP to nearest dollar. Required: 2% Cash Match, 20% Total Match Do No Under Match. Ex. 1.99% Cash Match is not acceptable.	
2 Cash Match	20.0%	109,004.00			
3 In-Kind Match	0.0%				
4 TOTAL MATCH (Line 2 + Line 3)	20.0%		109,004.00		
5 TOTAL FUNDS (Line 1 + Line 4)			654,024.00		
		(A)	(B)	(C)	(D)
CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY		CSBG Funds	Cash Match	In-Kind Match	TOTAL
ADMINISTRATIVE					
6 RECIPIENT (Salaries + Fringe, Rent, Utilities, Travel, Other)		61,499.00	12,301.00		73,800.00
7 SUB-RECIPIENT (Salaries + Fringe, Rent, Utilities, Travel, Other)					0.00
8 TOTAL ADMINISTRATIVE EXPENSES (Line 6 + Line 7)		61,499.00	12,301.00	0.00	73,800.00
9 ADMINISTRATIVE EXPENSE PERCENT (Line 8 divided by Line 1)		11%	CANNOT EXCEED 15% OF CSBG ALLOCATION GIVEN ON LINE 1		
PROGRAM					
10 RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES		430,488.00	86,097.00		516,585.00
11 RECIPIENT OTHER EXPENSE (Salaries + Fringe, Rent, Utilities, Travel, Other)		53,033.00	10,606.00		63,639.00
12 SUBTOTAL RECIPIENT PROGRAM EXPENSE (Line 10 + Line 11)		483,521.00	96,703.00	0.00	580,224.00
13 SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES					0.00
14 SUB-RECIPIENT OTHER PROGRAM EXPENSE (Salaries + Fringe, Rent, Utilities, Other)					0.00
15 SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSE (Line 13 + Line 14)		0.00	0.00	0.00	0.00
16 TOTAL PROGRAM EXPENSE (Line 12 + Line 15)		483,521.00	96,703.00	0.00	580,224.00
17 SECONDARY ADMINISTRATIVE EXPENSE					0.00
18 GRAND TOTAL EXPENSE (Line 8 + Line 16 + Line 17)		545,020.00	109,004.00	0.00	654,024.00

**CSBG
ATTACHMENT B-2
SUB-RECIPIENT INFORMATION
(Complete this page for each sub-recipient)**

RECIPIENT:

SUB-RECIPIENT INFORMATION

SUB-RECIPIENT NAME: Palm Beach County Community Action Program

MAILING ADDRESS 810 Datura Street

West Palm Beach FL ZIPCODE 33401

STREET ADDRESS (IF DIFFERENT) _____

FL ZIPCODE _____

CONTACT PERSON'S NAME AND TITLE: James Green Program Coordinator

TELEPHONE: (561) 313-1146

FAX: (561) 242-7336

NOTE: The following line items (7, 13, 14 and 15) must correspond to Attachment B-1, Budget Summary. If there is more than one sub-recipient, it is the Recipient's responsibility to ensure that the total of all sub-recipient budgets add correctly. Expenditures must be detailed in Attachment B-3.

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) FUNDS	(B) MATCH	(C) MATCH	(D) TOTAL
SUB-RECIPIENT ADMINISTRATIVE EXPENSES:				
7. SUB-RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	\$58,028.00	\$11,608.00		\$69,636.00
SUB-RECIPIENT PROGRAM EXPENSES:				
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	\$433,944.00	\$86,808.00		\$520,752.00
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)	\$53,048.00	\$10,588.00		\$63,636.00
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES (Line 13 + Line 14)				\$584,388.00
TOTAL EXPENSES: (Line 7 + Line 15)	\$58,028.00	\$11,608.00	\$0.00	\$654,024.00

The Recipient must have a written agreement with all subcontractors. The agreement must meet the requirements of Section 14 of this agreement. A copy of the unsigned agreement with the subcontractor must be forwarded to the Department for review and approval along with this agreement. See OMB Circular A-133.210, Sub-recipient Vendor Determination, for further clarification.

CSBG
ATTACHMENT B-3
BUDGET DETAIL - FY 2011-2012

Recipient: Palm Beach County Community Action Program Contract: 12SB-9Y-10-60-01-021

BUDGET SUMMARY LINE ITEM NUMBER	NATIONAL PERFORMANCE INDICATORS (Direct Client Assistance Only)	EXPENDITURE DETAIL Round UP line item totals to dollars. Do NOT use cents and decimals in totals.	TOTAL ALL BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH* MATCH	IN-KIND* MATCH
6	6.2C,6.4 E	Rental Assistance (Eviction prevention for Self Sufficiency Clients) 60 households at \$1,000 each	53,453	10,687	
	1.2A	Certifications for CNA, EKG, Phlebotomy, Facials and other trainings that will lead to employment. 53 certifications @ \$1,500 each	66,664	13,336	
	1.2B	GED training and testing for Self Sufficiency clients 25 individuals @200 each	4,167	833	
	1.2D 6.4A	Dependent/Childcare assistance for before/aftercare Before/aftercare for 35 youth @ \$1000/each For self sufficiency families	29,167	5,833	
	1.2F	Removal of Barriers for Self Sufficiency clients: Car repair 20 @ 500 each Monthly payments 5 @ 350 each Insurance Premiums 6 @ 400 each Gas Vouchers 50 individuals @ \$50 each	8,333 1,458 2,000 2,083	1,667 292 400 417	
	6.2A 6.4F 6.5D	Nutrition and Food Services (gleaning) Food Assistance for self Suff. Clients Contract with Cros Ministries	33,333	6,667	
	6.2B	Utility assistance (shut off prevention for Self Sufficiency clients) 541 individuals at \$150/each	67,601	13,516	
		DIRECT CLIENT ASSISTANCE	268,259	53,648	
		TOTAL PROGRAM DIRECT CLIENT COST	430,488	86,097	
11	N/A	Other Program Expense Janitorial Services 810 Datura -12 months @ \$428/month	4,280	856	
		Travel and Per Diem FACA Conference 3 persons-two days 900 Airfare 1000 Lodging 500 Per Diem 200 Travel			
		\$2,600	2,167	433	
		Tavel-mileage			
		2 Community Outreach Specialist 1 Grant Compliance Specialist 6742 miles @ .445/mile Drop off paperwork and attend in-services trainings from various sites	2,500	500	
		Communications Services (county) offices in county buildings 12 months at \$250 Florida Common Application (system that improves communication between all CS departments)	2,500 1,250	500 250	
		Postage 12 months @ \$100/month	1,000	200	
		Utilities/waste disposal	8,333	1,667	
		Rent/office equipment (lease for copiers/scanners other equipment)	8,750	1,750	
		Maintenance/Grounds (county properties)	417	83	
		Repair/Maintenance-buildings-county properties 12 months \$1250/month. Maintaining heating/cooling system, lightings, floors	12,500	2,500	
		Repair/maintenance-data processing equipment 12 months @\$15/month	150	30	

CSBG
ATTACHMENT B-3
BUDGET DETAIL - FY 2011-2012

Recipient: Palm Beach County Community Action Program

Contract: 12SB-9Y-10-60-01-021

BUDGET SUMMARY LINE ITEM NUMBER	NATIONAL PERFORMANCE INDICATORS (Direct Client Assistance Only)	EXPENDITURE DETAIL Round UP line item totals to dollars. Do NOT use cents and decimals in totals.	TOTAL ALL BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH* MATCH	IN-KIND* MATCH
6	N/A	Community Action Coordinator \$49,516 50% LIHEAP 40%CSBG 10% County Match 23.806 x 2080hrs= 49,504 x .50 = 24,752	20,631	4,126	
		Program Secretary \$42,972 50% LIHEAP 50% Admin 20.660 x 2080= 42,972 x .50 = \$21,486	17,904	3,582	
		TOTAL SALARY	38,535	7,708	
		TOTAL FRINGE (FICA, Medicare, Retirement, Health Insurance, Wo	15,817	3,164	
		Travel FACA Conference and NCAP Conference for Program Coordinator \$500 Airfair \$600 Lodge \$200 Per Diem			
		<u> </u> \$1300 X 2	2,167	433	
		Program Coord. Personal vehicle milage reimbursement 4,000 @ \$0.445/mile for site visits and CSBG monitoring	1,483	297	
		Rent/Office equipment Copiers/fax @ \$69/month	690	138	
		Rent/storage space Document storage @\$50 x 12 months	500	100	
		Casualty Self-insurance county self insurance pool	1,307	261	
		Office Supplies (paper, markers, pens, staples, paperclips) 12 months @ \$100 Paper \$1,100 Other supplies \$100	1,000	200	
		Total Non Personnel	7,147	1,429	
		TOTAL ADMINISTRATION	61,499	12,301	
		<u>Direct Client Assistance</u>			
10	1.2 D-L; 1.3A; 3.1; 6.1 1.3B; 2.3B; 1.3B;2.3B 1.2 D-L	Sr. Community Action Specialists 1 person, 10/1/11-9/30/12 Total Salary \$77,669 LIHEAP 50% CSBG 40% County Match 10% 27.593 x 2080 x .50=28,697	23,914	4,783	
	1.1A,B 1.2 A-F	Winston H. \$35,000 CSBG 80% County Match 20% Work with Self Sufficiency program (case management) Doris D. \$36,500 CSBG 80% County match 20% Work with Self Sufficiency program (case management)	25,702	5,142	
	1.1A,B	Grant Compliance Specialist Supervise S.S. Program in East PBC and conduct monitoring of SS program work directly with vendors and self sufficiency clients	33,556	6,711	
		SUBTOTAL SALARIES	111,424	22,288	
		FRINGE (FICA, Medicare, Retir., Health Ins., Workers Comp)	50,805	10,161	

CSBG
ATTACHMENT B-3
BUDGET DETAIL - FY 2011-2012

Recipient: Palm Beach County Community Action Program Contract: 12SB-9Y-10-60-01-021

BUDGET SUMMARY LINE ITEM NUMBER	NATIONAL PERFORMANCE INDICATOR (Direct Client Assistance Only)	EXPENDITURE DETAIL Round UP line item totals to dollars. Do NOT use cents and decimals in totals.	TOTAL ALL BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH* MATCH	IN-KIND* MATCH
11		Print Materials(program materials for outreach) Inserts for LWU and FPL	2,083	417	
		Registration Fees: FACA, NCAP Conferences 3 people @ FACA 3 @ NCAP ROMA Certification, CCAP certification (2 staff)	1,667 1,667	333 333	
		Office Supplies 12 months @ \$250 month (toner, paper, pens, pencils etc...)	2,500	500	
		Office Furniture Equipment replacement as needed	1,269	254	
		Total Recipient other Program Expense	53,033	10,606	



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS


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

RICK SCOTT
Governor

BILLY BUZZETT
Secretary

MEMORANDUM

TO: Community Services Block Grant Eligible Entities

FROM:  Paula Lemmo, Community Program Manager

DATE: June 30, 2011

RE: FY 2011-2012 Community Services Block Grant Award Agreement

As I am sure you all are aware, we are moving into a funding year that is still struggling with many uncertainties in Washington at this time. However, we here at the Department of Community Affairs (Department) believe that we need to move forward with your funding and your contracts based on the allocations we can respectfully offer until the pending issues are worked out. Therefore, you will find enclosed the FY 2011-2012 Community Services Block Grant (CSBG) award agreement package. The agreement amount provided on page 8, Section (17) (a) of the contract reflects what is currently considered a conservative availability of funds to start out your new contracts. The final amount of the contract will not be determined until the Federal Fiscal Year 2012 budget is approved and the state receives their official award letter. Once the final federal award is received and if additional funding is available, the allocations will be revised and modifications will be made quickly to change the funding level of the contracts.

Your initial budget will need to be developed based on the current total allocation and the budget authority amount given in section (17) (a). Agencies may choose to budget these funds for the entire 12 month period or less. We have heard several different scenarios about how the funds may become competitive or drastically reduced; therefore, it is in everyone's best interest to focus the utilization of these limited funds to the primary goal of the program, which is self sufficiency. As you prepare your budget and provide the detail to outline what you plan to accomplish with these funds, it would be best to explain exactly how you are going to help the low-income citizens in your community to become self supporting viable community members. It is strongly recommended that agencies and their boards work together to strategically plan should future funding of the CSBG be totally eliminated in the next federal fiscal year. If you do not have enough partnerships or fund raisers to keep your Community Action agency and the network alive without these funds, now would be the time to reach out and seek the support of your county, cities, communities and other non-profits within your respective service area.

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us

♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

In our efforts here at the state office to make sure that we comply with all the old and new federal mandates for CSBG, you will find that there are numerous significant changes to your contract this year. It is imperative that you review all of the information in your contract with your agency management, staff and this contract should be the main focus of your upcoming board meeting. If you do not have a board meeting scheduled in the next 30 days, you should consider calling a special board meeting and carefully review these revisions and discuss how to implement these changes and other items mentioned in this memorandum. See the enclosed Contract Reminders/Changes.

Several items of supporting documentation must be submitted with your contract. See the enclosed Contract Proposal Instructions and Contract Proposal Checklist for details. The contract will not be processed without all of these items. *Here are the Department we feel that it is our responsibility to make sure that you are not only aware of the changes; but, that you understand the reasons why the changes in your contract have been made. We will have a conference call July 14, 2011 at 10:00 a.m. to go over all the changes and discuss the funding level and any other concerns that you may have. An invitation will sent to all of the Executive Directors and Program Managers next week along with the call-in information. If arrangements could be made for your board chair or one of your board members to be on the call, that could prove beneficial.*

To ensure a timely contract routing and signature process, please complete the enclosed application and return it to the address listed below, as soon as possible, but no later than August 18, 2011. **The award agreement must be officially approved by your CSBG board.** Submit a minimum of **three (3) copies** of the complete application with original signatures on all three copies.

The agreement forms were generated in Microsoft Word or Excel. Electronic copies of these forms will be e-mailed to all agencies. If you do not receive these forms, call or e-mail your Department of Community Affairs (DCA) financial specialist. In addition to submitting the agreement in hard copy, some forms must also be submitted electronically. See the instructions for further details. Applications should be sent to:

Ms. Hilda Frazier, Manager
Department of Community Affairs
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

If you have any questions, please contact your DCA Financial Specialist at (850) 488-7541.

CFDA#: 96.569

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Department has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget, Attachment B and Work Plan, Attachment C, 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 D.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or October 1, 2011, whichever is earlier, and shall end September 30, 2012, 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 OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(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, Attachment B and Work Plan, Attachment C, of this Agreement and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

and

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

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

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

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

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

(7) REPORTS

(a) The Recipient shall provide the Department with monthly financial reports, quarterly program 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 December 31, March 31, June 30, and September 30.

(c) The close-out report is due 45 days after termination of this Agreement or 60 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 E.

(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 time schedules are being met, the Work plan is being accomplished and other performance goals are being achieved. A review shall be done for each function or activity in Attachment C 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:

Ms. Paula Lemmo, Community Program Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 488-7541
Fax: (850) 488-2488
Email: paula.lemmo@dca.state.fl.us

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

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

Prior to issuing subcontracts under this grant, the Recipient must consult the Excluded Parties List System (EPLS) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at <http://www.epls.gov>.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Recipient Information

Attachment B – Budget

Attachment C – Work Plan

Attachment D – Program Statutes and Regulations

Attachment E – Reports

Attachment F – Property Management and Procurement

Attachment G – Statement of Assurances

Attachment H – Special Conditions

Attachment I – Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion

Attachment J – Warranties and Representations

Attachment K – 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 \$545,020, subject to the availability of funds. The Recipient is authorized to incur costs in an amount not to exceed \$545,020, 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 A, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from the Department.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla. Stat., and is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110,

A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment K. Attachment K 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. The Recipient agrees to expend funds in accordance with the Budget, Attachment B and Work Plan, Attachment C, of this Agreement.

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

Prior to issuing subawards or contracts under this Agreement, the Recipient must consult the Excluded Parties List System (EPLS) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at <http://www.epls.gov>. The Recipient shall send to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment I) for each intended subcontractor which the Recipient plans to fund under this Agreement. Such forms must be received by the Department before the Recipient enters into a contract with any subcontractor.

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

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

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

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

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

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

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

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

(p) No organization may participate in this project in any capacity or be a recipient of Federal funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 92.35) Grantees must include a similar term and /or condition for all sub-awards or contracts awarded under this program.

(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

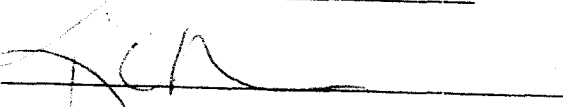
The Recipient shall comply with any Statement of Assurances incorporated as Attachment G.

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

RECIPIENT:

Palm Beach County
Board of County Commissioners

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

By: 

BY: _____

Name and title: Karen T. Marcus, Chair

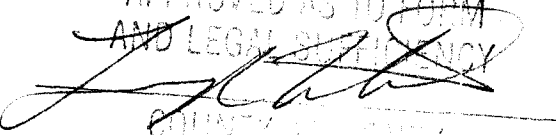
Ken Reecy, Director,
Division of Housing and Community
Development

Date: _____

Date: _____

59-60000785

(Federal Identification Number)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY CLERK

CSBG
ATTACHMENT I

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

NOTE: Prior to issuing subawards or contracts under this Agreement, the Recipient must consult the Excluded Parties List System (EPLS) to ensure that organizations under funding consideration are not ineligible. The list is available on the Web at <http://www.epls.gov>.

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 lower tier participant is unable to certify to the above statements in this certification, such prospective participant shall attach an explanation to this form.

Participant's Name _____

Recipient's Name _____

By _____
Signature

Name & Title _____

DCA Contract Number _____

Street Address _____

City, State, Zip _____

Date _____

N/A

**CSBG
ATTACHMENT J
WARRANTIES AND REPRESENTATIONS**

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such 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 the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, 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 objective 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, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall 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 herein, 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 such standards by officers, employees, or agents of the recipient.

CSBG
ATTACHMENT J
WARRANTIES AND REPRESENTATIONS

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 at least 8:00 a.m. to 5:00 p.m. Monday through Friday.

Licensing and Permitting

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

2011-2012 CSBG Worksheet

CONTACT: James Green

PHONE: 561-313-1146

EMAIL: jgreen1@pbcgov.org

RECIPIENT: Palm Beach County Community Action Progr

CONTRACT: _____

Date: August 8, 2011

A	B	C	D	E	F	G	H
NPI	OUTCOME	2011-2012 Contract Proposed Units Expected To Be Achieved	Current Contract Workplan Expected to Achieve	Current Contract Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between 2011 Expected Achievements (Col D) and 2012 Proposed Achievements (Col C)	Requires Explanation	Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2010
1.1 Employment							
A.	Unemployed and obtained a job	20	20	18	100%		
B.	Employed and maintained a job for at least 90 days	20	20	13	100%		
C.	Employed and obtained an increase in employment income and/or benefits						
D.	Achieved "living wage" employment and benefits						
1.2 Employment Supports							
A.	Obtained skills/competencies required for employment	40	40	35	100%		
B.	Completed ABE/GED and received certification or diploma	25	25	7	100%		
C.	Completed post-secondary education program and obtained certificate or diploma						
D.	Enrolled children in before or after school programs	25	25	22	100%		
E.	Obtained care for child or other dependent	20	40	32	200%	Explanation	
F.	Obtain access to reliable transportation and/or driver's license	15	35	26	233%	Explanation	
G.	Obtained health care services for themselves or a family member	40	30	29	75%		
H.	Obtained safe and affordable housing	5	10	7	200%	Explanation	
I.	Obtained food assistance	250	250	170	100%		
J.	Obtained non-emergency LIHEAP energy assistance	10,000	10,000	8130	100%		
K.	Obtained non-emergency WX energy assistance	20	20	19	100%		
L.	Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not include LIHEAP or WX)	60	60	57	100%		
M.	Obtained identification or work permit documentation for employment (social security card, work permit, etc.)						
1.3 Economic Asset Enhancement and Utilization							
Enhancement							
A.	1 Participants in tax preparation programs who qualified for any type of Federal or State tax credit.	250	350	281	581,345	140%	Explain
	2 Participants obtaining court-ordered child support payments.			45		100%	Explain
	3 Number enrolled in telephone lifeline and/or energy discounts with agency assistance.	100	100				
Utilization							
	1 Participants demonstrating ability to complete and maintain a budget for over 90 days	15	15	17		100%	
	2 Participants opening an Individual Development Account (IDA) or other savings account	15	15	2		100%	Explain
	3 Participants who increased their savings through IDA or other savings account						
B.	Of participants in a Community Action asset development program (IDA or other savings):						
	a) Number capitalizing a small business with accumulated savings	1	1			100%	Explain
	b) Number pursuing post-secondary education with savings						
	c) Number purchasing a home with accumulated savings	1	1			100%	Explain
	d) Number purchasing other assets with accumulated savings						
2.1 Community Improvement and Revitalization							
		Proj	Oppor	Proj	Oppor	Proj	Oppor
A.	Jobs created, or saved, from reduction or elimination in the community	1		1		1	
B.	Accessible living wage jobs created, or saved from reduction or elimination in the community						
C.	Safe and affordable housing units created in the community						
D.	Safe, affordable housing units in the community preserved or improved through Community Action or advocacy						
E.	Accessible, safe and affordable health care services/facilities for low-income people created or saved.						
F.	Accessible, safe & affordable child care/child development placement opportunities created or saved.						
G.	Accessible before/after school program placement opportunities for low-income families created or saved.						
H.	Accessible new/preserved/expanded transportation resources available to low-income people (public/private)						
I.	Accessible new/preserved/increased educational and training placement opportunities for low-income people						
2.2 Community Quality of Life and Assets							
		Proj	Oppor	Proj	Oppor	% Proj	% Oppor
A.	Increase in community assets due to a change in law/regulation/policy, resulting in better quality of life						
B.	Increase availability/preservation of community facilities (schools libraries, community recers, etc.)						
C.	Increase in the availability or preservation of community services to improve public health and safety						
D.	Increase in the availability or preservation of commercial services within low-income neighborhoods						
E.	Increase in or preservation of neighborhood quality-of-life resources						

A	B	C	D	E	F	G	H
NPI	OUTCOME	2011-2012 Contract Proposed Units Expected To Be Achieved	Current Contract Workplan Expected to Achieve	Current Contract Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between 2011 Expected Achievements (Col D) and 2012 Proposed Achievements (Col C)	Requires Explanation	Units Achieved, Completed, Finished, etc. IS Survey 2010
2.3 Community Engagement							
A.	Community members mobilized to participate in community revitalization and anti-poverty initiatives	50	50	43	100%		
	Hours donated by <i>low-income</i> people						
	a) Serve on the CAA Board of Directors	10	10	6	100%		
	b) Serve on Head Start Policy Councils	10	47	26	470%	Explanation	
	c) Serve on Family Center / Parent Councils						
	d) Serve on other CAA Advisory Boards, councils, or committees	10	50	44	500%	Explanation	
	e) Serve on other community advisory or governing boards or committees as a CAA representative	0	20	19		Explanation	
	f) Assist with program activities and logistics						
	g) Participate in advocacy to meet agency and community goals						
	h) Participate in advocacy to influence policies/practices of government and/or private entities	100	100	80	100%		
	i) Other CAA clients or low-income persons volunteer with the agency.	100	100	86	100%		
	Total volunteer hours from low income people	230	327	261	142%	Explanation	0
B.	Hours donated by <i>non low-income</i> people						
	a) General Public	400	400	261	100%		
	b) CAA non-low-income board members						
	c) Other non-profit or government agencies						
	d) Business Community						
	e) Other						
	Total volunteer hours from non low-income people	400	400	261	100%		0
TOTAL number of volunteer hours donated to the agency		630	727	522	115%		0
2.4 Employment Growth from ARRA Funds							
A.	Jobs created, at least in part, by ARRA funds						
B.	Jobs saved, at least in part, by ARRA funds						
3.1 Community Enhancement through Maximum Feasible Participation							
Total number of volunteer hours donated by LOW-INCOME INDIVIDUALS (only) to Community Action		230	327	261	142%	Explanation	0
3.2 Community Empowerment Through Maximum Feasible Participation							
A.	Low-income people in formal, decision-making, community organizations, government, boards or councils	8	8	9	100%		
B.	Number of low-income people acquiring businesses in their community as a result of Community Action	5	5	4	100%		
C.	Number of low-income people purchasing their own home in their community as a result of Community Action	5	5		100%		
D.	Low-income people in non-government community activities/groups created/supported by Community Action	30	30	26	100%		
4.1 Expanding Opportunities Through Community-Wide Partnerships							
A.	Non-Profit	10	10	10	100%		
B.	Faith Based	5	5	5	100%		
C.	Local Government	8	8	6	100%		
D.	State Government Entity	5	5	4	100%		
E.	Federal Government Entity						
F.	For-Profit Business or Corporation	5	5	6	100%		
G.	Consortiums/Collaboration	5	5	5	100%		
H.	Housing Consortiums/Collaboration						
I.	School Districts						
J.	Institutions of post secondary education/training						
K.	Financial/Banking Institutions						
L.	Health Service Institutions						
M.	State-wide associations or collaborations	1	1	1	100%		
Others: Please identify:							
N.	1)						
	2)						
Total unduplicated number of organizations agency actively works with to expand resources & opportunities							

A	B	C	D	E	F	G	H
NPI	OUTCOME	2011-2012 Contract Proposed Units Expected To Be Achieved	Current Contract Workplan Expected To Achieve	Current Contract Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between 2011 Expected Achievements (Col D) and 2012 Proposed Achievements (Col C)	Requires Explanation	Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2010
5 Agencies Leverage External Resources to Increase Their Capacity to Serve							
Table 1 Broadening the Resource Base							
A. Community Services Block Grant (CSBG)		545020		545020	100080%	Explanation	
B. Federal Government Resources -- Other than CSBG							
	a) Weatherization Assistance program funded by DOE through DCA	5,568,796	5,568,796	3113011	100%		
	b) LIHEAP - Fuel Assistance (HHS)						
	c) LIHEAP - Weatherization (HHS)						
	d) Head Start (HHS)						
	e) Early Head Start (HHS)						
	f) Older Americans Act (HHS)						
	g) SSBG (HHS)						
	h) Medicare/Medicaid (HHS)						
	i) Temporary Assistance to Needy Families (TANF)						
	j) Child Care Development Block Grant from (CCDBG)						
	k) Other HHS Resources (List in order of size. Give the name of the source and the CFDA number. Do not use abbreviations. All HHS CFDA's start with '93.')						
	1)						
	2)						
	3)						
	4)						
	l) Women, Infant and Children (WIC)(USDA)						
	m) USDA non-food programs (e.g. rural development)						
	n) All other USDA Food Programs						
	o) CDBG federal, state or local						
	p) Housing Programs funded by HUD						
	1) Section 8						
	2) Section 202						
	3) Home tenant based assistance						
	4) HOPE for Homeowners Program (H4H)						
	5) Emergency Shelter Grant Program (ESGP)						
	6) Continuum of Care (CofC)						
	q) All other HUD programs including homeless programs						
	r) Employment and Training Programs (US DOL)						
	s) Other US DOL programs						
	t) Corporation for National and Community Service (CNCS) programs						
	u) FEMA						
	v) Transportation (US DOT)						
	w) Department of Education (EDU)						
	x) Department of Justice (DOJ)						
	y) Department of Treasury						
	z) Other Federal Sources: List by name of funding source and the CFDA Number. Do not use abbreviations.						
	1)						
	2)						
	3)						
	4)						
TOTAL: NON-CSBG FEDERAL RESOURCES		5,568,796	5,568,796	3,113,011	100%		0

A	B	C	D	E	F	G	H
NPI	OUTCOME	2011-2012 Contract Proposed Units Expected To Be Achieved	Current Contract Workplan Expected to Achieve	Current Contract Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between 2011 Expected Achievements (Col D) and 2012 Proposed Achievements (Col C)	Requires Explanation	Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2010
C. State Resources (Non-federal, state-appropriated funds)							
	a) State appropriated funds used for the same purpose as federal CSBG funds						
	b) State Housing and Homeless Programs (including housing tax credits)						
	c) State Nutrition Programs						
	d) State Day Care and Early Childhood Programs						
	e) State Energy Programs						
	f) State Health Programs						
	g) State Youth Development Programs						
	h) State Employment and Training Programs						
	i) State Head Start Programs						
	j) State Senior Services						
	k) State Transportation Programs						
	l) State Education Programs						
	m) State Community, Rural and Economic Development Programs						
	n) State Family Development Programs						
	o) Other State Funded programs: List by name of funding source. Do not use abbreviations.						
	1)						
	2)						
	3)						
	4)						
TOTAL: STATE RESOURCES		0	0	0			0
D. Local Government Resources							
	a) Amount of unrestricted funds appropriated by local government	109,004	206,261	121,029	189%	Explanation	
	b) Amount of restricted funds appropriated by local government						
	c) Value of Contract Services						
	d) Value of in-kind goods/services received from local government						
	e) Other Local Government Resources: Give description or name of program. Do NOT abbreviate.						
	1)						
	2)						
	3)						
	4)						
TOTAL: LOCAL GOVERNMENT RESOURCES		109,004	206,261	121,029	189%	Explanation	0
E. Private Sector Resources							
	a) Funds from Foundations, Corporations, United Way, other non-profits						
	b) Other donated funds						
	c) Value of donated items, food, clothing, furniture, etc.						
	d) Value of in-kind services received from businesses	5,000	5,000	3,600	100%		
	e) Payments by clients for services						
	f) Payments by private entities for goods or services for low-income clients or communities						
	g) Other Private Sector Resources						
	1)						
	2)						
	3)						
	4)						
TOTAL: PRIVATE SECTOR RESOURCES		5,000	5,000	3,600	100%		0
TOTAL NON-CSBG RESOURCES (Federal+State+Local Government+Private Sector)		5,882,809	5,780,057	3,237,640	102%		0
TOTAL CSBG Funds		545,020	545,455,020	545,020	100080%	Explanation	0
TOTAL AGENCY BUDGET		6,227,820	581,235,077	3,782,660	8851%	Explanation	0

A	B	C	D	E	F	G	H
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Table 2: Agency Increase Staff Capacity to Achieve Results Through Training							
A.	Staff who work with customers in self-sufficiency program receive training specific to case management	5	20	5	20	4	16
B.	Staff who work with customers in self-sufficiency programs receive training specific to family development	5	20	5	20	4	16
C.	Staff who work with grants/contract management receive training to expand/update/upgrade their skills						
D.	Fiscal staff attend training on OMB Circular or audit compliance						
E.	Fiscal staff receive accounting, data collection or management training						
F.	Program staff receive data collection or management training	10	20	10	20	20	21
G.	Staff or management receive ROMA training from a certified ROMA trainer.	2	50	2	50	5	28
H.	Other training received by staff or management.	25	85	25	85	25	85
Total Staff and Management Training (Totals for A through H above.)		47	195	47	195	58	166
J.	Board members receive training related to their roles and responsibilities.	15	90	17	95	16	42
K.	Board members receive ROMA training from a certified ROMA trainer.	2	15	15	30	11	30
L.	Other training received by CAA Board members.	15	4	15	30	16	18
TOTAL BOARD MEMBER TRAINING (Total of J through L.)		32	109	47	155	43	90
Table 3: 5.1 AGENCY DEVELOPMENT - Agency Increases Its Capacity to Achieve Results Through Training							
A.	Number of C-CAPs	1		1		1	100%
B.	Number of Certified ROMA Trainers	1		1		0	100%
C.	Number of certified Family Development Trainers						
D.	Number of Certified Child Development Trainers					1	100%
E.	Agency staff obtained other credential that increase their capacity to achieve results (explain in narrative)	1		1			
F.	Number of staff and management attending trainings	20		24		0	120%
G.	Number of board members attending trainings	2		2		2	100%
H.	Hours of staff and management trainings	150		100		87	67%
I.	Hours of board members in training	70		66		66	94%
Table 4: Agency Increases Ability to Measure and Track Clients' Progress Toward Self-Sufficiency. Indicate with an "X" the ONE statement in A and B that BEST describes your organization.							
Client Intake Process							
A.	1. A common in-take process and common ID# is used for all clients	X		X		X	
	2. A common in-take process and common ID# is used for some clients						
	3. A separate in-take process and/or separate ID# is used for each program administered						
Client/Customer Measure Progress toward Achievement of Self-Sufficiency							
B.	1. Agency utilizes a databases for all clients for use in intake and assessment and provision of services	X		X		X	
	2. Agency utilizes databases for some clients for use in intake and assessment and provision of services						
	3. Agency uses database for all client intake/assessment/provision of services & outcome measurement						
	4. Agency uses database for some client intake/assessment/service provision & outcome measurement						
Computer programs used to manage client information and track client progress							
C.	1. PBC ISS Custom Designed workplan Database	X		X		X	
	2.						
	3.						
	4.						
	5.						
Table 5: Agency Organizes & Operates Programs, Services and Activities Toward accomplishing Family and Community Outcomes (Answer Yes or No for each.)							
Agency has the capacity to report client/customer progress toward self-sufficiency							
A.	1. Agency can report outcomes that measure progress without use of an outcome scale.	Yes		Yes		Yes	
	2. Agency utilizes outcome scales to measure client movement toward self-sufficiency	Yes		Yes		Yes	
	3. Agency has capacity to derive unit cost statistics: cost/service delivered or cost of service per client	Yes		Yes		Yes	
	4. Agency has capacity to derive unit cost statistics for effectiveness: cost per outcome delivered	Yes		Yes		Yes	
Agency has provided ROMA training within the past 2 years by a certified ROMA trainer							
B.	1. At least half of the Agency board has received ROMA training	No		No		No	
	2. Agency management staff has received ROMA training	Yes		Yes		Yes	
	3. Agency supervisory staff has received ROMA training	Yes		Yes		Yes	
	4. Agency line staff has received ROMA training	No		No		No	
Agency programs achieved accreditation demonstrating they meet or exceed nationally recognized standards							
C.	1. Early childhood care and education sites receive NAEYC or other recognized forms of accreditation	NA		NA		NA	
	2. Programs achieve other form of recognized accreditation.	NA		NA		NA	

RECIPIENT: Palm Beach County Community Action Progr:

CONTRACT: _____

Date: August 8, 2011

A	B	C	D	E	F	G	H
NPI	OUTCOME	2011-2012 Contract Proposed Units Expected To Be Achieved	Current Contract Workplan Expected to Achieve	Current Contract Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between 2011 Expected Achievements (Col D) and 2012 Proposed Achievements (Col C)	Requires Explanation	Units Achieved, Completed, Accomplished, Finished, etc. IS Survey 2010
D	Agency is implementing ROMA tools and management practices	Yes	Yes	Yes			
	1. Agency has adopted and implemented logic models for key programs and activities	Yes	Yes	Yes			
	2. Agency programs and activities are evaluated using ROMA principals	Yes	Yes	Yes			
	3. FOCAS & IS Survey reports are provided to, reviewed & discussed with board members at least quarterly.	Yes	Yes	Yes			

A	B	C	D	E	F	G	H
NPI	OUTCOME	2011-2012 Contract Proposed Units Expected To Be Achieved	Current Contract Workplan Expected to Achieve	Current Contract Actual Units Achieved as of THIRD QUARTER	Percent of Deviation between 2011 Expected Achievements (Col D) and 2012 Proposed Achievements (Col C)	Requires Explanation	Units Achieved, Completed, Finished, etc. IS Survey 2010
6.1 Independent Living							
A.	Senior Citizens (55 years old or older)	1,000	1,000	976	100%		0
	Individuals with Disabilities	850	850	813	96%		
B.	1. Ages 0 - 17						
	2. Ages 18 - 54	300	300	269	100%		
	3. Ages 55 and Over	550	550	544	100%		
6.2 Emergency Assistance							
A.	Emergency Food	1,200	1,500	1345	125%	Explanation	
B.	Emergency Fuel or Utility payments (including LIHEAP or other public or private funding source)	15,000	20,000	18442	133%	Explanation	
C.	Emergency Rent or Mortgage Assistance	70	70	77	100%		
D.	Emergency Car or Home Repair (i.e. structural, appliance, heating system, etc.)	5	5	1	100%		
E.	Emergency Temporary Shelter			3	100%		
F.	Emergency Medical Care	5	5				
G.	Emergency Protection from Violence						
H.	Emergency Legal Assistance						
I.	Emergency Transportation	100	300	130	300%	Explanation	
J.	Emergency Disaster Relief			120	500%	Explanation	
K.	Emergency Clothing	100	500				
L.	Provide translation assistance in order for person to receive emergency services	1	1	1	100%		
6.3 Child and Family Development							
Infant and Child							
A.	1) Infants and children obtain age appropriate immunizations, medical and dental care	25	25	0	100%		
	2) Infants and children health and physical development are improved as a result of adequate nutrition						
	3) Children participate in pre-school activities to develop school readiness skills.	25	25	0	100%		
	4) Children participating in pre-school activities are developmentally ready for Kindergarten or 1st Grade						
Youth							
B.	1) Youth improve health and physical development			6	100%		
	2) Youth improve social/emotional development	15	15				
	3) Youth avoid risk-taking behavior for a defined period of time			19	100%		
	4) Youth have reduced involvement with criminal justice system	20	20				
	5) Youth increase academic, athletic or social skills by participating in before or after school programs						
Adult							
C.	1) Parents and other adults learn and exhibit improved parenting skills	5	20	20	400%	Explanation	
	2) Parents and other adults learn and exhibit improved family functioning skills	5	20	10	400%	Explanation	
6.4 Family Supports							
A.	Enrolled children in before or after school programs	10	10	7	100%		
B.	Obtained care for child or other dependent						
C.	Obtained access to reliable transportation and/or driver's license						
D.	Obtained health care services for themselves or a family member						
E.	Obtained safe and affordable housing	5	5	2	100%		
F.	Obtained food assistance						
G.	Obtained non-emergency LIHEAP energy assistance						
H.	Obtained non-emergency WX energy assistance						
I.	Obtained other non-emergency energy assistance (State/local/private energy program. Do NOT include LIHEAP or WX.						
6.5 Service Counts							
A.	Food Boxes	10,000	14,000	11625	140%	Explanation	
B.	Pounds of Food	0	274	274		Explanation	
C.	Units of Clothing			43	100%		
D.	Rides Provided	50	50				
E.	Information and Referral Calls	3,000	25,000	15325	833%	Explanation	

CSBG BOARD ROSTER FORMAT

GRANTEE: Palm Beach County Community Action Program

DATE OF LAST REVISION: 7/19/11

PUBLIC SECTOR							
Name	Entity Represented	Mailing Address & E-Mail Address	Telephone Number(s) Home, Office, Cell & Fax:	Date when originally seated on Board	Date when seated for current term	Total # of Years Served on Board	Expiration date of current term
Dr. Yvette Coursey	PBC BCC At-Large	P.O. Box 3823 West Palm Beach, FL 33402 cotomassociates@juno.com	(561) 863-8569 (H) (561) 833-3113 (W) (561) 659-4505 (fax)	10/1/09	09/15/09	2 years	09/30/12
Vincent Goodman	PBC BCC At-Large	450 W. 36 th Street Riviera Beach, FL 33404	(561) 842-6421 (H) (561) 313-4576 (C)	10/1/09	09/15/09	2 years	09/30/13
Pamela Williams	PBC BCC At-Large	1572 W. 33 rd Street Riviera Beach, FL 33404 leoongo@yahoo.com	(561) 844-4854 (H) (561) 506-1370 (C)	10/1/09	09/15/09	2 years	09/30/11
Deirdre M. Jacobs	City of WPB	200 2 nd Street West Palm Beach, FL 33402 djacobs@wpb.org	(561) 822-1256 (561) 822-1268 (fax)	10/1/09	01/12/10	1 year	09/30/11
Mary R. Wilkerson	City of Belle Glade City Commissioner	110 Dr. MLK, Jr. Blvd. W. Belle Glade, FL 33430	(561) 248-4026 (Cell) (561) 996-0100 ext. 113	10/1/09	06/29/10	1 year	09/30/12
PRIVATE SECTOR:							
Name	Entity Represented	Mailing Address & E-Mail Address	Telephone Number(s) Home, Office, Cell & Fax:	Date when originally seated on Board	Date when seated for current term	Total # of Years Served on Board	Expiration date of current term
Donald F. Wilson	Energy	Donaldfwilson6@gmail.com	(561) 634-6347	On 9/13/11 BOCC agenda for approval	NA	NA	09/30/10
Jason McMurry	Food	165 Catania Way Royal Palm Beach, FL jlmcmur.s044446.us@wal-mart.com	(561) 906-5835	On 9/13/11 BOCC agenda for approval	NA	NA	09/30/11

Gary Hawkins	Employment	1500 N. Congress Ave. A-15 West Palm Beach, FL 33401 ghawkins@pbcalliance.com	(561) 758-4885 (C) (561) 615-8867 (H)	10/1/09	01/12/10	2 years	09/30/10
Mildred Singleton Anderson	Health	11559 Buckhaven Lane West Palm Beach, FL 33412	(561) 622-7754 (561) 703-1543	On 9/13/11 BOCC agenda for approval	NA	NA	09/30/11
Ramona Maharaj	Finance	6171 Royal Birkdale Dr. Lake Worth, FL 33463 Raindrop424@aol.com	(561) 376-7166	On 9/13/11 BOCC agenda for approval	NA	NA	09/30/12

LOW INCOME SECTOR:

Name	Entity Represented	Mailing Address & E-Mail Address	Telephone Number(s) Home, Office, Cell & Fax:	Date when originally seated on Board	Date when seated for current term	Total # of Years Served on Board	Expiration date of current term
Retha Lowe	Lake Worth	1301 12 th Avenue S., Lake Worth, FL 33460	(561) 5867276	02/1/2011	02/1/2011	6 months	09/30/12
Theresa Jackson	Delray/Boynton TAC	805 South B Street Lake Worth, FL 33460 bizztheresal@aol.com	(561) 588-0155 (H) (561) 364-9501 (W)	10/1/09	01/12/10	7 months	09/30/11
Elaine Gulley	Belle Glade TAC	2360 E. Main Street Pahokee, FL 33476 elainegulley@att.net	(561) 985-4066 (C) (561) 924-2397 (H)	10/1/09	01/12/10	7 months	09/30/10
David Rolling, Esq.	Riviera Beach TAC	1201 W. 1 st Street Riviera Beach, FL 33404 darolling@bellsouth.net	(561) 254-0353 (C)	10/1/09	01/12/10	7 months	09/30/13
Valerie Mays	West Palm Beach TAC	617 41 st Street West Palm Beach, FL 33407	(561) 429-3654 (H) (561) 856-8310 (C)	11/16/10	11/16/2010	9 months	09/30/13

BOARD OFFICERS

Name	Office
Dr. Yvette Coursey	Chair
Vincent Goodman	Vice-Chair
Vacant	Secretary/Treasurer



**PALM BEACH COUNTY
 CERTIFICATE OF SELF INSURANCE COVERAGE
 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

<u>Date Issued</u> September 29, 2009
--

INSURED:
 PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
 THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, ITS
 EMPLOYEES, AGENTS AND OFFICIALS

SELF INSURED ACCOUNT NO. 103
 ADMINISTERED BY:
 Gallagher Bassett Insurance Services, Inc.

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, nor alter the coverages or defense afforded by the self-insurance plans below.

Type of Coverage	Effective Date	Expiration Date	Limits of Liability - in Thousands
<u>GENERAL LIABILITY</u> (X) Comprehensive (X) Premises/Operations (X) Products/Completed Operations (X) Contractual (X) Independent Contractors (X) Broad Form Property Damage (X) Personal Injury (X) Errors & Omissions	11/1/90	Until canceled or revoked	Bodily Injury, Property Damage Personal Injury Combined \$100 per Claimant \$200 per Occurrence Self-Insured in accordance with S.768.28 F.S.
<u>AUTOMOBILE LIABILITY</u> (X) Any Auto () All Owned Autos (Private Passenger Autos) () All Owned Autos (Other than Private Passenger) (X) Hired Autos (X) Non Owned Autos	11/1/90	Until canceled or revoked	Bodily Injury Property Damage Combined \$100 per Claimant \$200 per Occurrence Self-Insured in accordance with S.768.28 F.S.
<u>WORKERS COMPENSATION</u> (X) INCLUDING EMPLOYERS LIABILITY	1/1/99	Until canceled or revoked	WC Statutory Limits 100/500/100 Self-Insured in accordance with S.440 F.S.
EMPLOYEE DISHONESTY	4/1/09	4/1/10	\$50,000 excess of \$25,000 S.I.R.
<u>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL/ITEMS:</u> All Operations of Palm Beach County Board of County Commissioners including the Community Services Department			
<u>CANCELLATION:</u> Should any of the above described coverages be canceled before the expiration date thereof, the issuing County will endeavor to mail 10 days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the County, its agents, or representatives.			
<u>CERTIFICATE HOLDER</u> Department of Community Affairs Division of Housing & Community Development Community Assistance Section 2555 Shumard Oak Blvd Tallahassee, FL 32399-210			
<h2>Nancy Bolton</h2> <p>DIRECTOR</p>			

COMMUNITY ACTION PROGRAMS**TARGET AREA CENTERS**

Office Hours 8am-5pm Mon-Fri
(Excluding Holidays)



Administration
810 Datura Street
West Palm Beach, FL 33401

James Green, Director
June Lucas, Secretary
Karja Johnson (receptionist)
Vacant

355-4727
355-4726
355-4792
355-4289
Fax #: 355-4192

L.I.H.E.A.P
810 Datura Street
West Palm Beach, FL 33401

Doris Davis
Natalie Diaz
Marcus Neal
Dorothy Hazard
Kettie Seraphin
Velma Garrett
Winston Hudson
Barbara Matos
Jenifer Borden
Vacant
Vacant
Melissa Carbone

355-4794
355-4741
355-4783
355-4292
355-9905
355-4706
355-4723
355-4782
355-4787
355-4290
355-4291
355-4292

Delray Beach TAC
610 S.W. 15th Ave.
Delray Beach, FL 33444

Deneen Schexnider
Lynn Patterson
Gary Kampel (AARP)

278-8090
274-6358
Fax #: 274-8574

Jupiter TAC
6415 Indiantown Road
Jupiter, FL 33458

Kathryn McNealy
Donnie Cunningham
Beverly Thorton (Recept.)
Irene Tibbits

694-5471
694-5472
694-5475
694-5473

Riviera Beach TAC
1440 Dr. M.L.K Blvd.
Riviera Beach, FL 33404

Diane Peterson
Mary Powell
Aldine Dorival

845-4670 (main #)
845-4671
845-4672
Fax #: 845-4673

Lake Worth TAC
1699 Wingfield Street
Lake Worth, FL 33460

Sheila Thomas
Bettye Dillard
Cynthia Hatton
Sharon Odums
Pedro Rexach

694-5415
694-5416
694-5418
Fax #: 582-6807

Pahokee TAC
380 E. 5th Street
Pahokee, FL 33476

Gayle Love

924-7232
Fax #: 924-2249

South Bay/Belle Glade TAC
625 Martin Luther King Blvd.
South Bay, FL 33493

Mary Allen
James Scott
Marqui Morgan
Yolonda Addie

996-6721
996-0660
996-0661
Fax #: 993-0132

MEMORANDUM OF UNDERSTANDING

Between
Palm Beach County Community Action Program
And
Workforce Alliance, Inc.

This Memorandum of Understanding ("MOU") outlines the actions that will be taken by the above mentioned Parties to assure the coordination and partnership of the Community Services Block Grant (CSBG) Program with Workforce Alliance, Inc.

A) PBC Community Action will:

1. Provide information and referral for Job Seekers to the Workforce Alliance, Inc.'s Career Centers;
2. Provide speakers, flyers, and program updates to Workforce Alliance, Inc.
3. Provide employment support services to Workforce Alliance, Inc. Job Seekers including, but not limited to: emergency assistance including utility payments, back to school help, bus passes, holiday assistance, income tax preparation and filing.
4. Send notice to Workforce Alliance when employment opportunities are available for clients.
5. Provide volunteer opportunities for Workforce Alliance clients and report volunteer hour back to the agency on a monthly basis.

B) Workforce Alliance, Inc. through its Direct Service Providers, Career Center Staff will:

1. Provide direct services to eligible Job Seekers, including: computerized job bank, career center resources, including access to fax machines, phones, copiers, etc. at no cost to the Job Seekers.
2. Inform Community Action of workshops designed to improve job searches, local labor market information, skills assessments, and special programs for people with specific needs. This would include programs for veterans, and the disabled. Other services include, Job Corps, Senior Community Service Employment.
3. Provide the Community Action Agency and clients with wages reports and other documents necessary to verify their client's eligibility for services.

C) This MOU shall commence on the date of signing by the Alliance President/CEO and shall be on-going, unless otherwise terminated or extended by mutual agreement of the Parties and can be modified only by written mutual agreement of the Parties. Any such modification shall be preceded by written notice of intent to modify and the purpose of such modification.

IN WITNESS WHEREOF, Workforce Alliance, Inc. and Palm Beach County Community Action Program have caused this Memorandum of Understanding to be duly executed as of the date set forth below:

Signed and Agreed Upon:
Workforce Alliance, Inc.

Signed and Agreed Upon:
PBC Community Services Dept.
Community Action Program

By: _____
Kathryn Schmidt, Alliance President/CEO

By: _____
Channell Wilkins, Director

Date

Date



Palm Beach County Community Action Board

2011 – 2012 Meeting Schedule

Community Action Board Meetings will be held
every third (3rd) Tuesday of each month at 5:00 p.m.
The location will be:

**810 Datura Street
West Palm Beach, FL 33401
(Basement Conference Room)
(561) 355-4726**

**October 18, 2011
November 15, 2011
December 20, 2011
January 17, 2012
February 21, 2012
March 20, 2012
April 17, 2012
May 15, 2012
June 19, 2012
July 17, 2012
August 21, 2012
September 18, 2012**

**** Upon notice, meetings are subject to cancellation or change.***

TO: ALL COUNTY PERSONNEL
FROM: ROBERT WEISMAN
COUNTY ADMINISTRATOR
PREPARED BY: OFFICE OF FINANCIAL MANAGEMENT & BUDGET (OFMB)
SUBJECT: GRANT ADMINISTRATION
PPM #: CW-F-003

ISSUE DATE
June 28, 2010

EFFECTIVE DATE
June 28, 2010

PURPOSE:

To establish guidelines for grant applications, grant agreements, grant reporting, and related functions for funds received by the County from various external sources which are subject to Audit requirements.

UPDATES:

Future updates to PPM # CW-F-003 will be the responsibility of the Director, of Financial Management & Budget Department.

AUTHORITY:

- Palm Beach County Administrative Code, Section 309.00.

DEFINITIONS:

1. Grant

A payment in cash or in kind made to provide assistance for a specified purpose, the acceptance of which creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. [General Accounting Office (GAO)]

Grants are typically authorized and appropriated by a legislative body.

For purposes of this PPM, the term "grants" will not include shared revenues, payments in lieu of taxes, or any revenues received from charges for services (e.g., fire control or ambulance service).

2. Grant Agreement

A contract duly executed and legally binding between the County and an outside funding agency.

3. Grant Application

Required documentation used in making a request for funding from an outside funding agency.

4. Grant Award

Notification from an outside funding agency that authorizes the expenditure of funds by the County for the purposes specified in the grant application.

Depending on the specific requirements of the outside funding agency, the formality of the "grant award" process may vary as will the point after notification that funds may actually be expended by the County (e.g., prior to the execution of a formal grant agreement).

5. Grant Closing

Submission of a final document package to an outside funding agency and/or receipt of final payment from the grantor agency.

6. Grant Reporting

Preparation and submission of reports of a statistical, programmatic or fiscal nature which are required by an outside funding agency.

7. Outside Funding Agency

Federal, state and local governmental agencies, foundations or any other external funding source. Also referred to as "grantor agency".

POLICY:

I. Grant Applications and Agreements

A. Identification of Grant Opportunities

1. County departments are responsible for identifying grant opportunities and preparing grant applications for new sources of revenue applicable to programs under their jurisdiction.
2. Grants for Countywide purposes (non-departmental) may be pursued by the Planning Division of Planning, Zoning, and Building (PZ&B), County Administration (Economic Development Coordinator), or the Office of Financial Management & Budget (OFMB).

B. Grant Applications

1. All grant applications must be approved by the Board of County Commissioners if one or more of the following conditions apply:
 - a. the grant requires a County match; or
 - b. the grant requires the signature of the head of the governing body;
or
 - c. the grant requires a Board resolution.

Any exceptions to this requirement (e.g., delegation of approval authority for grant applications) must be specifically approved by the Board of County Commissioners.

IF THE APPLICATION BECOMES/LEADS TO AN AGREEMENT, THE REQUIREMENTS IN SECTION I. C. (GRANT AGREEMENTS) APPLY.

2. The Board Agenda Item Summary Form should meet the following requirements:
 - a. The Agenda Item Summary Form should clearly delineate the dollar amount of required match, amount of overmatch (if any), and the number of grant funded positions by job title and pay grade to be added to the complement.
 - b. A statement should be included regarding the date the grant ends or the time limit for expenditures to occur.
 - c. If applicable, the specific delegation of authority requested from the Board should be stated in the Motion and Title Section.
 - d. The number of grant funded positions should also be summarized in the Motion and Title Section.
 - e. The Agenda Item Summary Form must include the statement that grant funded positions (if any) are approved for the length of the grant and these positions will be eliminated when grant funding is discontinued.
3. In the event of an emergency, grant applications requiring Board approval may be signed by the Chair of the County Commission and submitted by the County Administrator, or designee, prior to Board approval provided, however, that the BCC shall ratify such application at the first subsequent Board meeting.

4. Applications not requiring Board approval must follow the same internal review procedures as those applications requiring Board approval, including review by County Administration, OFMB, and the County Attorney's Office.

C. Grant Agreements

1. A grant agreement (contract) does not require Board approval under either of the following conditions:

CONDITION No. 1 (must meet both criteria)

- a. A specific delegation of authority to execute the grant agreement was previously approved by the Board of County Commissioners; and
- b. the contract does not require a local match larger than previously approved in the grant application.

OR

CONDITION No. 2 (must meet all five criteria)

- a. The Board has previously approved the grant application; and
 - b. The grant agreement does not specifically require approval of the Board; and
 - c. The terms and conditions or scope of the original application have not been materially changed; and
 - d. The contract does not require a local match larger than previously approved in the grant application; and
 - e. The amount of the grant award is less than \$100,000.
2. Agreements not requiring Board approval must follow the same internal review procedures as those agreements requiring Board approval, including review by County Administration, OFMB, and the County Attorney's Office.

D. Grant Documentation

1. Appropriate written documentation for changes in the grant will be maintained by the responsible department.

II. Accounting and Budgeting

- A. Grant funds are to be established in such a manner as to be easily identifiable within the County's Financial System. This must be accomplished through the use of one of the following methods:
1. a **revenue source code** identified as a single grant; or
 2. a **separate unit code** identified as a single grant; or
 3. the **Cost Accounting - Grant Method**.
- B. Grants established in **capital funds** are to be established as separate unit codes as well as identified as projects.
- C. When the grant agreement requires that interest earned be refunded or utilized by the program (for enhancement or to reduce the amount of grant funds) a separate fund should be established.
- D. Grant receipts and expenditures must be maintained in accordance with federal, state, and local guidelines/laws applicable to the agreement (federal statute, OMB Circular, state statute, local laws/ordinances, federal, state, guidelines) and Generally Accepted Accounting Principles for Local Governments. If differences exist between guidelines/laws, the department is to utilize the most stringent requirement (e.g., record retention, travel, inventory).
- E. All reports of a statistical, programmatic or fiscal nature are the responsibility of the administering department, with technical assistance available from OFMB and Finance, according to the reporting frequency (e.g., monthly, quarterly) established by the funding agency.
- F. All Budget Amendments will be prepared and submitted to OFMB by the responsible department in a timely manner in order to keep the budget current with respect to the financial status of the grant, as well as avoid unnecessary accounting actions (e.g., budget overrides).

III. Annual Audit

- A. Audits of grant funds will be conducted in accordance with the grant agreement and appropriate laws.
- B. The Audit of Federal funds is governed by the Single Audit Act, Section 7505 which states: "The Director, after consultation with the Comptroller General and appropriate Federal, State, and local government officials, shall prescribe policies, procedures, and guidelines to implement this chapter." OMB Circular A-133 describes the non-Federal entity's responsibility for managing Federal assistance programs and the auditor's responsibility with respect to the scope of audit.

- C. The Audit of State funds is governed by Florida Statutes Chapter 215.97 which establishes uniform State Audit requirements for non-state entities receiving State Financial Assistance. The Auditor General has issued regulations to be followed - Rules of the Auditor General - Chapter 10.600.

PROCEDURES:

I. Grant Applications and Agreements

- A. Local match requirements, if any, will be reviewed by OFMB for all grant applications.
- B. A signed copy of all applications not requiring Board approval will be placed on the Board's agenda as "Receive and File" by the responsible department.

II. Accounting and Budgeting

- A. Departments choosing to use the Cost Accounting - Grant Method are responsible for setting up program codes. OFMB can assist departments as needed.
- B. OFMB will monitor grant reporting and will assist departments as needed.
- C. Indirect cost will be applied for in grants as applicable and budgeted at the amount approved by the Grantor Agency.
- D. Departments are responsible for monitoring financial records to insure postings are in accordance with the Grant Agreement and County PPM's (e.g., correct time frame, allowable, proper category, etc.).
- E. The administering department is responsible for drawing down, or if applicable, for supplying the information to Finance to provide for the drawing down of grant funds on a timely basis. Reports supporting the drawdown amounts should be reconciled to the official general ledger in the County's Financial System.
- F. The administering department is responsible for assuring that year end accruals are recorded for eligible expenditures and revenues (as defined in the Grant Agreement) in accordance with the County's year-end closing procedures.
- G. Advances of grant fund drawdowns should be recorded as "deferred revenue". Interest earned on advances must be calculated and classified as a "liability" if required to be returned to the grantor agency.
- H. The administering department is responsible for ensuring that the applicable "negative interest" resulting from grant expenditures prior to the receipt of grant funds will be transferred to the appropriate fund. This will be designated by OFMB at least on an annual basis according to the County's annual closing procedures.

- I. For any grants that earn "positive interest", the administering department must calculate the amount and transfer it in the County's Financial System to the related grant department and unit.
- J. Depending on the nature of the grant, all Budget Amendments necessary to reflect unbudgeted grant revenues will be prepared and submitted to OFMB by the responsible department using one of the following procedures and within the time frame specified:

1. As a companion item to, or as part of, an Agenda Item requesting Board approval of a grant **application**.

Under this procedure, the following conditions will apply:

- a. Approval of the Budget Amendment by the Board will be contingent upon the actual award of the grant. (In effect, the Board has "pre-approved" the Budget Amendment.)
- b. Processing of the Budget Amendment by OFMB will not occur until after OFMB receives written notification from the department of the actual award of the grant as well as a copy of the "pre-approved" Budget Amendment.

The written notification and a copy of the "pre-approved" Budget Amendment will be submitted by the department to OFMB within fifteen (15) workdays of the actual grant award.

- c. Submission of a new Agenda Item will be required if the amounts stated in the Budget Amendment submitted to OFMB differ in any way from the amounts stated in the "pre-approved" Budget Amendment.

The new Agenda Item and revised Budget Amendment will be submitted by the department to OFMB within fifteen (15) workdays of the actual grant award.

2. As a companion item to, or as part of, an Agenda Item requesting Board execution of a grant **agreement**.
3. Within fifteen (15) workdays of a grant **award** for **all other situations**, with the following exception.

When the award of a grant is in one fiscal year and the expenditure of funds is in a subsequent fiscal year (i.e., the year in which the grant revenues are "earned"), the timing of the submission of the Budget Amendment will be as follows:

- a. where possible, within a time frame which will permit the budget changes required by the grant award to be incorporated into the subsequent fiscal year's budget development process; or
- b. within fifteen (15) workdays of the beginning of the subsequent fiscal year.

Any new positions requested as part of a Budget Amendment should be summarized in the Motion and Title Section of the accompanying Agenda Item Summary Form.

K. Responsibility for the adjustment of balances brought forward to agree with the audited fund balance in the County's Financial System, as reported in the Comprehensive Annual Financial Report (CAFR), shall be as follows:

1. For **capital project funds**, OFMB will be responsible for assuring that the appropriate Budget Amendments are prepared within 30 days of CAFR issuance. The administering department should work closely with OFMB in the preparation of these Amendments.
2. For **non-capital project funds** and **proprietary funds**, the administering department will be responsible for assuring that the appropriate Budget Amendments are prepared and submitted to OFMB within 30 days of CAFR issuance.

L. The payback of unexpended grant funds must be approved as follows:

1. by the Board of County Commissioners if the amount being returned exceeds \$5,000; or
2. by the County Administrator if the amount being returned is \$5,000 or less.

In those situations involving County Administrator approval (i.e., where the amount being returned is \$5,000 or less), the responsible department must prepare a "Receive and File" Item to be placed on the Board's agenda.

M. At the close-out of a grant, all appropriate accounting entries need to be made by the responsible department within sixty (60) days.

N. Excess local match funds are to be returned to the originating fund within sixty (60) days of the close-out of the grant.

III. Annual Audit

A. Federal and state grants are subject to annual audits by the County's external auditors.

B. Reconciliation of federal and state assistance will consist of a two-step process involving a "preliminary reconciliation" and a "final reconciliation".

1. Preliminary Reconciliation

- a. Using the Program Table in the County's Financial System - Advantage, OFMB will prepare **preliminary "Schedules of Federal and State Assistance"** as of the end of the prior fiscal year. These preliminary schedules, as well as copies of the "Grant Expenditure and Revenue Reports" (such as "journal detail report", "reimbursement coversheets" "expense summary detail report" etc.) as reported in the County's Financial System, will be furnished to OFMB by each applicable department within 30 days of the close of fiscal month nine. These reports may be used as supporting documentation.
- b. County departments are responsible for estimating grant earnings through the end of the fiscal year for the purpose of audit planning.
- c. County departments are responsible for reconciling grant receipts and expenditures with ledgers and payment requests.

A standard **Preliminary "Grant Reconciliation Worksheet"** (refer to **ATTACHMENT A** for an example) is provided for use in this process. The worksheet is to be completed by departments for each grant.

- d. County departments are responsible for updating the Program Table in Advantage for actual and estimated earnings as reflected in the reconciliation worksheet.
- e. A copy of the reconciliation worksheet and supporting documentation is to be submitted by the responsible department to OFMB within 30 days of receipt of the preliminary schedules. Supporting documentation must clearly identify the project expenditures if there is more than one project existing under one unit.
- f. OFMB will be responsible for providing a consolidated schedule of financial assistance to the External Auditors for their preliminary fieldwork by the end of September (fiscal month twelve).

2. Final Reconciliation

- a. After the close of the fiscal year, these schedules will be updated using the same procedure outlined above to reflect any changes occurring during the final quarter (i.e., July through September).

Departments will have 45 days from the time they receive applicable schedules, and worksheets from OFMB to submit the **Final "Grant Reconciliation Worksheets"** (refer to **ATTACHMENT B** for an example) back to OFMB.

- b. Final schedules will be submitted to the administering department by OFMB for Department Head review and "sign-off."

3. Other Audit Requirements

- a. OFMB will be responsible for the coordination and distribution of the audit reports as required by the grant agreements and County policy.
- b. Each department or office will be responsible for taking appropriate steps to clear or correct any deficiencies cited in the Single Audit Management Letter within their area of responsibility.
- c. Upon request, departments will receive all or part of the audit reports produced.



ROBERT WEISMAN
COUNTY ADMINISTRATOR

Supersession History:

- 1. AO Number 1-4, dated 9/1/78
- 2. PPM # CW-F-003, issued 7/1/88
- 3. PPM # CW-F-003, issued 8/1/95
- 4. PPM# CW-F-003, issued 4/30/99
- 5. PPM #CW-F-003, issued 11/30/00
- 6. PPM#CW-F-003, issued 11/01/04
- 7. PPM#CW-F-003, issued 03/01/06

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
MODIFICATION
ATTACHMENT J - BUDGET SUMMARY and WORKPLAN**

Recipient: Palm Beach County BOCC
Contract No: 11EA-8U-10-60-01-023

FOR DCA USE ONLY
Mod No:
FS Reviewed:
FS Rev. Date:

BUDGET SUMMARY			
A. LIHEAP FUNDS ONLY	B. Last Approved Budget Amount	C. Adjustments to Approved Budget (plus or minus) Optional	D. TOTAL Modified Budget B + C
1 TOTAL FUNDS	5,568,796.00		5,568,796.00
ADMINISTRATIVE EXPENSES (Cell 2D cannot exceed 8.5% of Cell 1D)			
Maximum Administrative Expenses: <u>\$473,347.66</u>			
2 Salaries incl Fringe, Rent, Utilities, Travel, Other	473,347.00	0.00	473,347.00
OUTREACH EXPENSES (Cell 3D cannot exceed Cell 1D minus Cell 2D times .15)			
Maximum Outreach Expenses: <u>\$764,317.35</u>			
3 Salaries incl Fringe, Rent, Utilities, Travel, Other	764,317.00	(9,530.00)	754,787.00
DIRECT CLIENT ASSISTANCE			
4 Home Energy Assistance Cell 4D must be at least 25% of Cell 1D Minimum Home Energy: <u>\$1,392,199.00</u>	1,392,199.00	0.00	1,392,199.00
5 Crisis Assistance	2,827,557.00	9,530.00	2,837,087.00
6 Weather Related / Supply Shortage / Disaster Cell 6D must be at least 2% of Cell 1D Minimum Weather Related: <u>\$111,375.92</u>	111,376.00	0.00	111,376.00
7 Subtotal Direct Client Assistance (Line 4 + Line 5 + Line 6)	4,331,132.00	9,530.00	4,340,662.00
LEVERAGING FUNDS ONLY			
8 Home Energy Assistance			0.00
9 Crisis Assistance			0.00
10 Subtotal Leveraging Assistance (Line 8 + Line 9)	0.00	0.00	0.00
11 GRAND TOTALS	5,568,796.00	0.00	5,568,796.00

WORKPLAN

Type of Assistance	Last Approved Estimated Number of Households	# of Households REPORTED as of most recent Quarterly Report	Amended Estimated Number of Households	Estimated Cost Per Household**	Amended Estimated Expenditures***
LIHEAP (Direct Client Assistance)					
Home Energy	5,569	250	5,568	250.04	1,392,199.00
Crisis Assistance	11,310	250	6,290	451.05	2,837,087.01
Weather Related/Supply	206	540	206	540.66	111,376.00
TOTAL	17,085	1,040	12,064		4,340,662.01
LEVERAGE (Direct Client Assistance)					
Home Energy					0.00
Crisis Assistance					0.00
TOTAL	0	0	0		0.00

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

Total of Line 2 plus Line 3 may not exceed: \$1,237,665.01 Amount budgeted Line 2 + Line 3 = \$1,228,134.00

** Estimated Cost per Household must be based on the agency's historic average cost or an explanation provided.

*** Estimated Expenditures given in the Workplan, must agree with the corresponding values on Lines 4-7.

RECIPIENT Palm Beach County BOCC
Authorized Signatory [Signature]
Signatory's Name (Type) Karen T. Marcus
Signatory's Title Board Chair

STATE OF FLORIDA
Department of Community Affairs

By: [Signature]
Ken Reedy, Director
Division of Housing and Community

Date Signed

Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
[Signature]
COUNTY ATTORNEY

ATTACHMENT I
RECIPIENT INFORMATION

FEDERAL YEAR: 2011

CONTRACT PERIOD: Date of Signing through March 31, 2012

FOR DCA 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. DCA CONTRACT NUMBER: 11EA-8U-10-60-01-023 CONTRACT AMOUNT: 5,568,796.00
TOTAL DIRECT CLIENT ASSISTANCE: 4,340,662.00 LEVERAGE AMOUNT (if applicable): _____

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

III. COUNTY(IES) TO BE SERVED WITH THESE FUNDS: Palm Beach County

IV. GENERAL ADMINISTRATIVE INFORMATION

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

b. Executive Director or Chief Administrator: Channell Wilkins

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

d. Mailing Address: 810 DATURA STREET City: WEST PALM BEACH, FL Zipcode: 33401

e. Chief Elected Official (for local governments) or President/Chairman of the Board (for corporations):
Name: KAREN T. MARCUS Title: BOCC, CHAIR

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

Address: 301 N OLIVE AVENUE City: WEST PALM BEACH, FL Zipcode: 33401
Telephone: 561-355-2201 Fax: 561-355-3990 Email: kmcarcus@pbcgov.org

f. Official to Receive State Warrant:
Name: SHARON R. BROCK Title: CLERK & COMPTROLLER, PBC
Address: P.O. BOX 4036 City: WEST PALM BEACH, FL Zipcode: 33401

g. Recipient Contacts
1. Program: Name: James Green Title: Program Coordinator
Address: 810 DATURA STREET City: WEST PALM BEACH, FL Zipcode: 33401
Telephone: 561-3554743 Fax: 561-355-4192
Cell: _____ Email: kmcnealy@pbcgov.org

2. Fiscal: Name: TARUNA MALHOTRA Title: Director of Finance & Support Services
Address: 810 DATURA STREET City: WEST PALM BEACH, FL Zipcode: 33401
Telephone: 561-355-4716 Fax: 561-355-3863
Cell: _____ Email: tmalhotr@pbcgov.org

h. Person(s) authorized to sign reports: Taruna Malhotra, James Green

i. Agency's FEID Number: 59-60000785

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

**ATTACHMENT I
RECIPIENT INFORMATION**

FEDERAL YEAR: 2011

CONTRACT PERIOD: Date of Signing through March 31, 2012

FOR DCA 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. DCA CONTRACT NUMBER: 11EA-8U-10-60-01-023 CONTRACT AMOUNT: 5,568,796.00
TOTAL DIRECT CLIENT ASSISTANCE: 4,340,662.00 LEVERAGE AMOUNT (if applicable): _____

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

III. COUNTY(IES) TO BE SERVED WITH THESE FUNDS: Palm Beach County

IV. GENERAL ADMINISTRATIVE INFORMATION

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

b. Executive Director or Chief Administrator: Channell Wilkins

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

d. Mailing Address: 810 DATURA STREET City: WEST PALM BEACH, FL Zipcode: 33401

e. Chief Elected Official (for local governments) or President/Chairman of the Board (for corporations):
Name: KAREN T. MARCUS Title: BOCC, CHAIR

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

Address: 301 N OLIVE AVENUE City: WEST PALM BEACH, FL Zipcode: 33401
Telephone: 561-355-2201 Fax: 561-355-3990 Email: kmcarcus@pbcgov.org

f. Official to Receive State Warrant:
Name: SHARON R. BROCK Title: CLERK & COMPTROLLER, PBC
Address: P.O. BOX 4036 City: WEST PALM BEACH, FL Zipcode: 33401

g. Recipient Contacts
1. Program: Name: James Green Title: Program Coordinator
Address: 810 DATURA STREET City: WEST PALM BEACH, FL Zipcode: 33401
Telephone: 561-3554743 Fax: 561-355-4192
Cell: _____ Email: kmcnealy@pbcgov.org

2. Fiscal: Name: TARUNA MALHOTRA Title: Director of Finance & Support Services
Address: 810 DATURA STREET City: WEST PALM BEACH, FL Zipcode: 33401
Telephone: 561-355-4716 Fax: 561-355-3863
Cell: _____ Email: tmalhotr@pbcgov.org

h. Person(s) authorized to sign reports: Taruna Malhotra, James Green

i. Agency's FEID Number: 59-60000785

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

**ATTACHMENT J
BUDGET SUMMARY AND WORKPLAN**

RECIPIENT: Palm Beach County Community Service Department CONTRACT: 11EA-8U-10-60-01-023

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

I. BUDGET SUMMARY

LIHEAP FUNDS ONLY		BUDGETED AMOUNT
1	LIHEAP FUNDS (No Leveraging Funds)	5,568,796.00
ADMINISTRATIVE EXPENSES:		
2	Salaries including Fringe, Rent, Utilities, Travel, Other (Total cannot exceed 8.5% of Line 1) *	473,347.00
	Maximum Administrative Expense:	\$473,347.66
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)) *	754,787.00
	Maximum Outreach Expense:	\$764,317.35
DIRECT CLIENT ASSISTANCE		
4	Home Energy Assistance (Must be at least 25% of Line 1.)	1,392,199.00
	25% Minimum Calculation:	\$1,392,199.00
5	Crisis Assistance	2,837,087.00
6	Weather Related / Supply Shortage / Disaster (Must be at least 2% of line 1.)	111,376.00
	2% Minimum Calculation:	\$111,375.92
7	TOTAL DIRECT CLIENT ASSISTANCE (Lines 4 + 5 + 6)	4,340,662.00
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)	5,568,796.00

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

II. DIRECT CLIENT ASSISTANCE PLAN

Type of Assistance	Estimated # of Households to be Served	Estimated Cost Per Household	Estimated Expenditures ** (Col. 2 x Col. 3)
Home Energy	5,568	250.04	1,392,199.00
Crisis	6,290	451.05	2,837,087.01
Weather Related/Supply Shortage	206	540.66	111,376.00
Leveraging - Home Energy			
Leveraging - Crisis			
TOTAL			4,340,662.01

* 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:	\$1,237,665.01	Line 2 + Line 3 =	\$1,228,134.00
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** Estimated Expenditures given in the Assistance Plan, must agree with the corresponding values on Lines 4-7.

**ATTACHMENT L
MULTI-COUNTY FUND DISTRIBUTION**

Agency: ich County Community Service De

Contract: 1EA-8U-10-60-01-023

Number of Counties to be Served with this agreement: _____

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:	
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COUNTY	150% POVERTY POPULATION*1	COUNTY'S % OF POVERTY POPULATION IN SERVICE AREA	TOTAL DIRECT CLIENT ASSISTANCE	% OF AGENCY'S DIRECT CLIENT ASSISTANCE DOLLARS ALLOCATED TO THIS COUNTY
			\$4,340,662.00 COUNTY ALLOCATION	
Total Budgeted Direct Client Assistance*	0	0%	0.00	0.0%

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

**ATTACHMENT M
JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT: Palm Beach County Community Service Department

CONTRACT NUMBER: 11EA-8U-10-60-01-023

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

NO ADVANCE REQUESTED

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

ADVANCE REQUESTED

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

ADVANCE REQUEST WORKSHEET

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

	DESCRIPTION	(A) FFY 2008	(B) FFY 2009	(C) FFY 2010	(D) Total
1	INITIAL CONTRACT ALLOCATION				0.00
2	FIRST TWO MONTHS OF CONTRACT EXPENDITURES ¹				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: $\frac{\#DIV/0!}{\text{Cell D3}} \times \$ \frac{5,568,796.00}{\text{LIHEAP Award}} = \frac{\#DIV/0!}{\text{Historical Advance}}$

17 % CALCULATION: $\frac{5,568,796.00}{\text{LIHEAP Award}} \times \frac{0.17}{\text{Percent of Award}} = \frac{946,695.32}{\text{Maximum Advance}}$

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	

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

Recipient: Palm Beach County Community Service Department Contract: 11EA-8U-10-60-01-023

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

Line Item No	Expenditure Detail (Round up line items to dollars. Do not use cents and decimals in totals.)	LIHEAP FUNDS
		5,568,796.00
1 2	ADMINISTRATIVE COSTS	
	Salaries, including fringe	
	FICA 6.2%	
	Medicare 1.4%	
	Retirement 11.77%	
	Health & Life 10,000 Annual	
	Worker Comp. 1,134 Annual	
	The balance of Community Action LIHEAP Staff salaries are paid from CSBG Direct Client or CSBG other Program categories	
	Community Program Coordinator (1322 x 26) 1 person @ 50%	34,372.00
	Community Outreach Specialist III 1 person @ 50% \$2,507 per pay period for 26 pay periods x 1	32,591.00
	Senior Community Action Specialist 1 person @ 50% \$2621 per period for 26 pay periods x 1	34,073.00
	Secretary \$1,179 per period for 26 pay periods x 1	30,659.00
	Receptionist III (Temp) 5 persons @ 100% Avg 6 Recpt @ \$10-14 per hr @ 26 pays	150,000.00
	Data Processor (temp) 3 person @ 100% Avg 3 Data Processor @ \$12-16 per hr @ 26 pays	100,000.00
	Total Administrative Personnel Expenses	381,695.00
	Administrative Non-Personnel Expenses	
	Computers 3 @ 1,500 4,500	
	Printer 3 @ 500 1,500	
	Office Supplies 20,000	
	Postage 6,000	
	Graphics 5,884	
	Advertisement 10,000	
	Mileage .55 @ 10,000 miles 5,500	
	Travel: LIHEAP conference 1 @ 2,500 2,836	
	Air Cards @ \$75.00 a month x 3 for 6 months 1,350	
	System Development 34,082	
	Total Administrative Non-personnel Expenses	91,652.00
	TOTAL ADMINISTRATIVE EXPENSES	473,347.00

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

Recipient: Palm Beach County Community Service Department

Contract: 11EA-8U-10-60-01-023

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

Line Item No	Expenditure Detail (Round up line items to dollars. Do not use cents and decimals in totals.)	LIHEAP FUNDS
3	Outreach Expenses	
	Salaries figures below, include fringe	
	FICA 6.2%	
	Medicare 1.4%	
	Retirement 10.85%	
	Health & Life 9,100 Annual	
	The balance of Community Action LIHEAP Staff salaries are paid from CSBG Direct Client categories	
	Community Outreach Specialist III 1 person @ 50%	
	\$2,507 per pay period for 26 pay periods x 1	32,591.00
	Senior Community Action Specialist 1 person @ 50%	
	\$2621 per pay period for 26 pay periods x 1	34,073.00
	Senior Community Action Specialist 1 persons @ 50%	
	\$1510 per pay for 26 pay periods x 1	39,260.00
	Community Outreach Specialist I 6 persons @ 100%	
	\$2121 per pay for 26 pay periods x 6	330,876.00
	Data Processors (Temp)	
	Avg 2 Data Processor @ \$12-16 per her for 26 pays	63,000.00
	The balance of salaries paid to the Division of Human Services employees are from all DHS funding source.	
	Case Manager (DHS) 6 persons @ 20%	
	\$552 per pay for 26 pay periods x 6	86,112.00
	Case Mgmt Supervisor (DHS) 3 persons @ 20%	
	\$605 per pay period x 26 x3	47,190.00
	The balance of salaries paid to Division of Senior Service employees are from all DOSS funding source	
	Clerical (DOSS) 2 persons @ 20%	
	\$620 per pay for 26 pay periods x 2	32,240.00
	Assistant Center Manager (DOSS) 2 persons @ 20%	
	\$433 per pay period for 26 pays x2	22,516.00
	Case Manager (DOSS) 2 persons @ 20%	
	\$480 per pay period for 26 pay x 2	24,960.00
	Caseworker Supervisor (DOSS) 2 person @ 10%	
	\$423 per pay for 26 pay period x 2	21,996.00
	Total Outreach Personnel Expenses	734,814.00

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

Recipient: Palm Beach County Community Service Department Contract: 11EA-8U-10-60-01-023

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

Line Item No	Expenditure Detail (Round up line items to dollars. Do not use cents and decimals in totals.)	LIHEAP FUNDS
	Outreach Non-Personel Expenses	
	Leased vehicle and maintance \$500 a month x 12	6,000.00
	6 Laptop @ 1,500; and 6 air card for 6 months \$75 a month	11,700.00
	Office Supplies	2,273.00
	Total Outreach Non-Personel Expenses	19,973.00
	TOTAL OUTREACH EXPENSES	754,787.00
	<u>DIRECT CLIENT ASSISTANCE</u>	
4	Home Energy Assistance	1,392,199.00
5	Crisis Assistance	2,837,087.00
6	Weather Related Crisis - WRC	111,376.00
7	Total Direct Client Assistance	4,340,662.00
	No Leveraging Fund	
12	GRAND TOTAL	5,568,796.00