



(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department. The five year period may be extended for the following exceptions:

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

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

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

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

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

#### (6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Department by this Agreement. In determining the Federal

awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

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

(e) Send copies of reporting packages 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

**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

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

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

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

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

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall 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

**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Department of Community Affairs  
Weatherization Assistance Program  
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 reports, quarterly reports, semi-annual leverage and success story 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) Monthly reports are due to be received by the Department no later than 10 days after the end of each month of the program year and shall continue to be submitted each month until submission of the administrative close-out report. Quarterly reports are due to be received by the Department no later than 21 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31. Semi-annual reports on activities occurring during the agreement period are due to be received by the Department on October 15 and April 15.

(c) The close-out report is due 30 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 D.

(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 Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the monthly, quarterly, and Semi-annual reports.

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 day's 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:

Mr. Nom Gempel, Manager  
Department of Community Affairs  
Division of Housing and Community Development  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: (850) 488-7541  
Fax: (850) 488-2488  
Email: [norm.gempel@dca.state.fl.us](mailto:norm.gempel@dca.state.fl.us)

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Robin Dias  
11 Bream Fountain Rd.  
Crawfordville Fl 32327  
Telephone: 850-926-6292  
Fax: 850-926-7311  
Email: rdias@mywakulla.com

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

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval before it is executed

by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A-1 – Budget (Fee for Services Summary and Detail)

Attachment A-2 – Scope of Work

Attachment B1 – Program Statutes and Regulations

Attachment B2 – Monitoring, Evaluation & Technical Assistance

Attachment C – Recordkeeping

Attachment D – Reports

Attachment E – Justification of Advance

Attachment F – Warranties and Representations

Attachment G – Statement of Assurances

Attachment H – Certification Regarding Debarment

Attachment I – County Allocations

Attachment J – Special Conditions

Attachment K – Recipient Information Form

(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 \$103,600, subject to the availability of funds. Performance of work must be in accordance with the provisions of Attachment A-2, Scope of Work. The Recipient will be reimbursed for 35% of the total cost of materials, labor and energy-related health and safety measures as a Fee for Service based on monthly completion of units. Based on the Fee for Service amount, the total cost of materials, labor and the health and safety total, the Recipient may charge 7% for Administration as explained in the provisions of Attachment A-1,

Budget (Fee for Service Summary and Detail). Administration may not exceed 7% of the total amount of the Agreement. If the Recipient has failed to meet the performance requirements of Attachments A-1 and A-2 of the Agreement, the Department may unilaterally, upon thirty days written notice to the Recipient, decrease the funding under this Agreement. The decrease will be effective thirty days after receipt of notice by the Recipient.

(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 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 below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

An advance payment of \$           0           is requested

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

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of 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 is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection

with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

(k) The Department of 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.

(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 I.

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

**RECIPIENT:**

**Wakulla County Board of County Commissioners**

By: Howard Kessler

Name and title: Howard Kessler,  
Chairman, BOCC

Date: 1-20-09

FEID# 59-6031875

**STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS**

By: Janice Browning

Janice Browning, Director  
Division of Housing and  
Community Development

Date: 2/2/09

EXHIBIT – 1

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

*NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program **Low-Income Home Energy Assistance Program**  
Federal Agency: **U.S. Department of Health and Human Services**  
Catalog of Federal Domestic Assistance title and number: **CFDA # 93.568**  
Agency: **Wakulla County Board of County Commissioners**  
Award Amount: **\$103,600**

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

*NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., eligible activities, services or commodities):*

The Recipient will use these funds to perform energy saving repairs and installation of energy saving measures on low-income homes throughout the state. These funds will be administered statewide through an existing network of non-profit and local government agencies. These funds will be expended in accordance with the Scope of Work, Attachment A-2; Program Statues and Regulations, Attachment B-1; Record Keeping, Attachment C; Reports, Attachment D; Statement of Assurances, Attachment G; County Allocations, Attachment I; Special Conditions (When Applicable), Attachment J of this Agreement and applicable OMB Circulars.

2. *Second applicable compliance requirement (e.g., eligible recipients of the federal resources):*

The recipient will comply with eligibility requirements as set forth in the Department of Energy 10 CFR Part 440 Final Rule and applicable OMB Circulars. First applicable compliance requirement (e.g., what services/purposes resources must be used for).

**ATTACHMENT A-1  
BUDGET**

**FEE FOR SERVICE SUMMARY AND DETAIL REPORTING INSTRUCTIONS**  
BUILDING WORK REPORT (BWR) MATERIAL AND LABOR TOTALS MUST MATCH FSR AMOUNTS

From the Financial Status Report:	Current Month	Totals To Date
1. a) Material (Total from BWRs)		
b) Labor (Total from BWRs)		
2. Health and Safety- \$600 maximum per unit (Material & Labor for energy-related hazards only)		
3. Total of Lines 1a, 1b, & 2		
4. Fee for Service (Line 3 X 35%)		
5. Total of Lines 1a, 1b, 2 & 4 (current month column)		
6. Administration (Line 5 X 7%)		
7. Comprehensive Annual Audit		
8. Training & Technical Assistance		
9. Liability Insurance		
10. Totals (Current Month & Total to Date Columns)		

**Note:** Homes in which all scheduled work has been performed and completed, the final inspection performed and the BWR signed by the client and the inspector, may be reported as completed.

**REPORTING INSTRUCTIONS**

1.a)	<b>MATERIAL:</b> Total materials installed on the units submitted for allowable weatherization measures.
b)	<b>LABOR:</b> Total labor tied to the installation of materials on the units submitted. (This does not include pre and post blower door labor, inspections, intake etc.)
2.	<b>HEALTH AND SAFETY (ENERGY-RELATED HAZARD MEASURES ONLY):</b> This category must be reported separately. This is for material and labor (other than weatherization material & labor) to abate energy-related health and safety hazards. Maximum amount allowable is \$600 per unit.
3.	<b>TOTAL LINES 1a, 1b, and 2:</b> This is the amount used for calculating the Fee for Service.
4.	<b>FEE FOR SERVICE (LINE 3 X 35%):</b> This amount will be based on the total of material and labor and energy related hazard abatement measures for units completed monthly.
5.	<b>TOTAL OF LINE 1a, 1b, 2 and LINE 4:</b> This is the amount used for calculating the monthly administration fee allowed.
6.	<b>ADMINISTRATION (LINE 5 X 7%):</b> This can only be earned monthly, based on the total of material, labor, health and safety and Fee for Service.
7.	<b>COMPREHENSIVE ANNUAL AUDIT:</b> This is for the pro rata share of the agency audit charged to each program. The Recipient may bill on a 1/12th of the cost of the audit per month or on a quarterly basis (written notification required to be provided to consultant for quarterly option.)
8.	<b>TRAINING AND TECHNICAL ASSISTANCE:</b> Equipment, travel for training, workshops or conferences will not be reimbursed without prior written approval from the Department.
9.	<b>LIABILITY INSURANCE:</b> Liability, Bonding and Pollution Occurrence Insurance
10.	<b>TOTALS (CURRENT MONTH &amp; TOTAL TO DATE COLUMNS):</b> Add these columns and enter the totals on this line.

## ATTACHMENT A-2

### SCOPE OF WORK

In carrying out this Agreement, the Recipient will provide the necessary personnel, materials, services and facilities, except as otherwise provided herein, to carry out the program. The Florida WAP Manual (May 2008) provides specific procedures and guidelines that must be followed to assure compliance. The Recipient will have a designated individual, referred to by the Department as the WAP Coordinator, to be responsible for the following activities:

A. Soliciting, identifying and qualifying low-income residents within the Recipient's identified service area with the need and desire for energy conservation assistance. The Recipient will make the services provided for under this contract available to all eligible clients in the counties to be served.

B. During this contract period work performed on homes shall be completed with the Florida Priority List and supplemental Department and federal Department of Energy guidelines unless the agency secures written permission from the Department not to. Each unit must be evaluated by using the Priority List Assessment and Testing (PLAT) inspection package, recording visual observations and measurements and performing required diagnostic tests, i.e., blower door, monoxor, gas analyzer and pressure pan. This information will be maintained in the client file.

When addressing a central heating and cooling unit exists in a home, the National Energy Audit (NEAT) or Manufactured Home Energy Audit (MHEA) must be used to determine replacement and appropriate sizing. Refrigerators may only be replaced if a) indicated by metering (minimum 10% of refrigerators must be metered) or b) recommended by a NEAT or MHEA or c) according to Priority List guidelines. The Department also requires that the following measures be installed on every unit receiving energy conversation measures; low flow showerhead, faucet aerators, water heater blanket, water line insulation and air filters for heating and cooling units.

C. The cost of labor and materials for weatherization measures under this agreement should not exceed an average of \$9,710 per house. The first \$3,055 must be charged to the WAP agreement until all funds have been expended. Only after all DOE WAP funding has been expended may a home be weatherized with only WAP/LIHEAP funding. This average includes the H&S \$600 that may also be expended. (Reference WAP Manual Procedures and Guidelines for details on measures expenditures allowed.) **Note** that until all WAP funding has been depleted, the H&S amount may only be charged to the WAP. (H&S can only be charged to one program per dwelling.)

D. When the Recipient WAP Coordinator has determined the weatherization activities to be performed on a home, the measures to be addressed will be listed on the **Client/Agency Pre-Work Order Agreement Form**. The work to be performed will then be discussed with the client, along with addressing the included disclaimer language regarding mold and moisture. Also a copy of the **Lead Notification** pamphlet and the **Mold and Moisture** pamphlet will be provided to each client. Then both the client and the coordinator will sign and date the form. Once this form is signed, work may commence.

E. Supervising, monitoring and ensuring the quality of all work by staff, volunteers and subcontractors.

F. A final inspection and certification that all work listed on the Building Work Report (BWR) was performed on the home according to program guidelines, will be performed by the Recipient WAP Coordinator. If all work meets program guidelines and local building codes, the WAP Coordinator and client will sign and date the BWR.

G. Providing the Department with documentation and reports as required by this Agreement as well as other information related to this project as may be specified by the Department.

## ATTACHMENT B-1

### PROGRAM STATUTES AND REGULATIONS

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

A. Pub. L. 94-385, Part A, Title IV ("Energy Conservation and Production Act of 1976"); the Omnibus Budget Reconciliation Act of 1981, Title XXVI of Pub. L. 97-35 (Low-Income Home Energy Assistance Act of 1981); Title II, Part 2, of the National Energy Conservation Policy Act of 1978 (Pub. L. 96-619); Title V, Subtitle E, of the Energy Security Act of 1981 (Pub. L. 96-294); and Chapter 163, Fla. Stat.

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

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

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

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

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

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

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

7. Subsections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

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

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

10. The Americans with Disabilities Act of 1990, Public Law 101-336 (42 U.S.C. Sections 12101 through 12213).

C. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60):

D. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 1857 et seq.) and the federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

**ATTACHMENT B-1 (Continued)**

**PROGRAM STATUTES AND REGULATIONS**

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

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

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

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

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

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

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

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

M. The Recipient certifies that neither its organization nor any member of the staff is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The contractor may not make any subcontract to a debarred or suspended party. A current listing of such parties is maintained by the Department for review.

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

1. Documentation of client income eligibility in accordance with the most recent federally established Poverty Income Guidelines. Client income verification must be conducted within 180 days prior to the date the work begins.

2. Documentation of authorization from the owner of the dwelling or his authorized agent.

3. Documentation of proof of ownership.

4. Agreement with the owner of rental property assuring compliance with 10 C.F.R. Part 440.22.

ATTACHMENT B-1 (Continued)

PROGRAM STATUTES AND REGULATIONS

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

P. PROGRAM INCOME: Recipient may apply net program income, after costs incident to the generation of gross program income are deducted, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities in accordance with Rule Chapter 9B-24, Florida Administrative Code. The amount of program income and its disposition must be reported to the Department at the time of submission of the final close-out report. Expenditure of program income balances at contract end must be approved by the Department.

Q. APPEALS SYSTEM: Recipient must have a written appeals system adopted by the Board of Directors, posted in the client intake area of the Recipient's agency, and a copy provided in writing to those applying for services.

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

Weatherization Coordinator (Title of Position)

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

Housing Director (Title of Position).

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

Board of County Commissioners (Committee or Full Board).

All complaints received by the Department will be referred to the Recipient.

**ATTACHMENT B-2**

**MONITORING, EVALUATION & TECHNICAL ASSISTANCE**

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

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

**ATTACHMENT C**  
**RECORD KEEPING**

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

- 1) Client Intake Form (signed by the client and dated),
- 2) Client Selection (Priority) Criteria Form,
- 3) Copy of the Compliant/Appeal Procedures Form,
- 4) Copy of Social Security Cards (with only the last four digits showing),
- 5) Documentation of Income for all members of the household,
- 6) Documentation of Ownership or Landlord Agreement (when applicable),
- 7) A copy of the completed Priority List Assessment and Testing (PLAT),
- 8) A copy of the first page of the National Energy Audit (NEAT) or the Manufactured Home Energy Audit (MHEA) if used for replacing HVAC units or refrigerators as applicable,
- 9) Copy of the signed Client/Agency Pre Work Order Agreement (PWOA) form,
- 10) Copies of all permits
- 11) Building Work Report (BWR) (signed by the client and inspector and dated),
- 12) Invoices and payment vouchers.

B. When the Recipient WAP/LIHEAP Coordinator has determined the weatherization activities to be performed on a home, the measures to be addressed will be listed on a **Client/Agency Pre-Work Order Agreement Form**. The work to be performed will then be discussed with the client, and both the client and the coordinator will sign and date the form. Once this form is signed, work may commence and a copy of this form must be placed in the client file.

**ATTACHMENT D**  
**REPORTS**

A. Monthly reports are due to the Department by the 10th of the month. The Recipient shall enter via the eGrants reporting system, a Financial Status Report (FSR), and a Building Work Report (BWR) package for each home on which work has been completed and inspected. The BWR package shall consist of a copy of the BWR, and a completed Client Intake Form.

B. Quarterly reports are due to the Department by the 21<sup>st</sup> day of the month following the end of each quarter. The Recipient shall enter the data via the eGrants reporting system.

C. Semi Annual Success and Leverage Reports are due to the Department **on or before** October 15 and April 15.

- 1) On the Success Reports, all subgrantees are to document and report the energy savings realized through program services by recording the most recent utility bill prior to commencing weatherization work on at least five client's homes and then contact those clients sixty days after work is completed to obtain the post weatherization utility bill amount. Also, copies of any correspondence received from clients should be included.
- 2) On the Leverage Reports, all subgrantees are to document all sources of leverage activities and include the amount of funds utilized on all homes during the six month period. Donation of materials or volunteer labor should also be included in this report.

D. The Close-out Report is due to the Department by April 30, 2010.

E. Failure to submit all required reports as outlined in Section A & B above by the required due date, may result in the withholding of any pending or future payments until the reports are received. Reports and notices must be submitted to:

Department of Community Affairs  
Division of Housing and Community Development  
Weatherization Assistance Program  
2555 Shumard Oak Blvd.  
Tallahassee, Florida 32399-2100

F. The audit is due nine months after the end of the fiscal year of the Recipient or by the date the audit report is issued by the state Auditor General, whichever is later.

G. Hand delivered reports must be date stamped in by Department staff. Each report form shall be signed by the Recipient's designated agent.

H. Utilization of the eGrants reporting system is mandatory for all WAP/LIHEAP subgrantees.

**ATTACHMENT E**

**RECIPIENT:** Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181 (16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

**NO ADVANCE REQUESTED**  
 No advance payment is requested. Payment will be 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 you are requesting an advance complete the following worksheet:**

DESCRIPTION		(A) FFY 2006	(B) FFY 2007	(C) FFY 2008	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	TOTAL EXPENDITURES FOR THE FIRST THREE MONTHS OF EACH CONTRACT*				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

\*First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and he or she will assist you.

**MAXIMUM ADVANCE ALLOWED CALCULATION:**

\_\_\_\_\_ X \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 Cell D3                                      DCA Award (Match not included)                                      MAXIMUM ADVANCE

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM:**

Recipient has no previous DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.

Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

BUDGET CATEGORY	2009-2010 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS	
PROGRAM EXPENSES	
TOTAL EXPENSES	

**Explanation of Circumstances: (Include additional pages as needed.)**

**ATTACHMENT F**  
**WARRANTIES AND REPRESENTATIONS**

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

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

### Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 am to 5:00 pm Monday through Friday or Department approved hours.

### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient. Contractors' and subcontractors' licenses must comply with state and local laws, ordinances and regulations, and shall be appropriate and adequate to cover each of the tasks being performed pursuant to this Agreement and any subcontracts under this Agreement. When required per county code, permits will be pulled and inspections performed by the appropriate individual.

ATTACHMENT G

Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, Wakulla County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Vaillancourt Construction

By:   
Signature

Wakulla County  
Recipient's Name

David Vaillancourt (owner)  
Name and Title

09LH-7K-02-75-01-036  
DCA Contract Number

314 Quail Run  
Street Address

Crawfordville Fl 32327  
City, State, Zip

1-5-09  
Date

**ATTACHMENT I**  
**STATEMENT OF ASSURANCES**

The Recipient hereby certifies the following assurances:

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

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

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

**D.** Priority in selection of clients will be given to (1) the elderly, (2) persons with disabilities, (3) households with children and (4) households with recurring high energy bills or (5) high energy burden.

**E.** The Recipient shall give priority to units served in order of preference as follows:

1. single family owner occupied units,
2. single family renter occupied units in buildings up to five units,
3. multi-family units (5 units or more per building), with 10% owner participation,
4. multi-family units (5 units or more per building), without owner participation in cases where the landlord can document an inability to pay the required 10%.

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

**G.** The Recipient will permit attendance by the public and by the department's representatives at any meetings of the Recipient's Board of Directors, executive committee or legislative body.

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

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

**ATTACHMENT I**  
**COUNTY ALLOCATIONS**

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

**Agency: Wakulla County Board of County Commissioners**

<b>COUNTY</b>	<b>ALLOCATION</b>
<b>Wakulla</b>	<b>\$103,600</b>

**ATTACHMENT J**  
**SPECIAL CONDITIONS**

ATTACHMENT K

RECIPIENT INFORMATION FORM

Please complete all information applicable to your organization.

1. Recipient's full legal name:

Wakulla County Board of County Commission

2. The warrant will be mailed to the Recipient's address unless otherwise indicated:

P.O. Box 845

City Crawfordville FL

Zip Code: 32326

Telephone: 850 926-6292

FAX Number: 926-7311

3. Street Address (if different from above):

11 Bream Fountain Rd. Crawfordville FL 32327

4. Chief Elected Official:

Howard Kessler  
(Name)

Chairman BOCC  
(Title)

E-mail address: hkessler@mywakulla.com

FAX Number: 926-7311

5. Executive Director:

Alfred Nelson  
(Name)

Housing Director  
(Title)

E-mail address: anelson@mywakulla.com

FAX Number: 926-7311

6. WAP Coordinator:

Robin Dias  
(Name)

WAP Coordinator  
(Title - agency designation)

Telephone: 850-926-6292

FAX Number: 926-7311

E-mail address: rdias@mywakulla.com

7. Finance Director:

Brent Thurmond  
(Name)

Clerk of Courts  
(Title)

E-mail address: bxt@wakullaclerk.com

FAX Number: 926-0056