



*Copy/scan:  
Get your  
files  
1996-97 (10)*

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

EMERGENCY MANAGEMENT • HOUSING AND COMMUNITY DEVELOPMENT • RESOURCE PLANNING AND MANAGEMENT

LAWTON CHILES  
Governor

JAMES F. MURLEY  
Secretary

September 10, 1996

**RECEIVED**  
SEP 16 1996

Mr. Jim B. Higginbotham  
Executive Director  
Nassau County Board of  
County Commissioners  
9143 Phillips Highway, Suite 350  
Jacksonville, Florida 32256

N.E. FLORIDA  
REGIONAL PLANNING COUNCIL

RE: FloridaFix Contract 97FF-5A-04-55-01-012

Dear Mr. Higginbotham:

Enclosed is your copy of the 1996-1997 FloridaFix Contract. If you have any questions, please contact Ms. Martha McWilliams at (904) 488-7541.

Sincerely,

Lena A. Price, Administrator  
Community Assistance Section

LAP/rmt

Enclosure

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100

FLORIDA KEYS AREA OF CRITICAL STATE CONCERN  
FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, Florida 33050-2227

SOUTH FLORIDA RECOVERY OFFICE  
P.O. Box 4022  
8600 N.W. 36th Street  
Miami, Florida 33159-4022

GREEN SWAMP AREA OF CRITICAL STATE CONCERN  
FIELD OFFICE  
155 East Summerlin  
Bartow, Florida 33830-4641

RECEIVED

**FLORIDAFIX AGREEMENT**

JUL 24 1996

COMMUNITY DEVELOPMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does offer to perform such services, and

B. WHEREAS, the Department has a need for such services and does hereby accept the offer of the Recipient upon the terms and conditions hereinafter set forth, and

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

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

(1) SCOPE OF WORK.

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

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

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or July 1, 1996, whichever is later, and shall end on June 30, 1997, unless terminated earlier in

accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT.

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

(5) RECORD KEEPING.

(a) If applicable, Recipient's performance under this Agreement shall be subject to OMB Circular No. A-102, "Uniform Administrative Requirements for State and Local Governments" or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations", and either OMB Circular No. A-87, "Cost Principles for State and Local Governments", OMB Circular No. A-21, "Cost Principles for Educational Institutions", or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations". If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) All original records pertinent to this Agreement shall be retained by the Recipient for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

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

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three years after final disposition.

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

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget 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 be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors or monitors retained by the Department.

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

(6) REPORTS.

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

(b) Monthly reports are due to be received by the Department by the tenth (10th) day of each month and shall continue to be submitted each month until submission of the administrative close-out report.

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

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

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

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

(7) MONITORING.

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment B-3 to this Agreement.

(8) LIABILITY.

(a) Except as otherwise provided in subparagraph (b) below, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

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

(9) DEFAULT; REMEDIES; TERMINATION.

(a) If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

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

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

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as Attachment A.

5. If the necessary funds are not available to fund this Agreement as a result of action by the Legislature, the Office of the Comptroller or the Office of Management and Budgeting.

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

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

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

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

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

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

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

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

(e) The Recipient shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

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

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

(10) NOTICE AND CONTACT.

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

(b) The Department contract manager for this Agreement is:

Earl Billings, Planning Manager  
Department of Community Affairs  
Division of Housing and Community Development  
2740 Centerview Drive  
Tallahassee, Florida 32399-2100  
904/487-3481

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

Barbara Barsh	FIFIX Coordinator
(name)	(title)
c/o Northeast Florida Regional Planning Council 9143 Philips Hwy., Suite 350	
(address)	
Jacksonville, FL 32256	(904) 363-6350

(city, state, zip)

(telephone)

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

(11) OTHER PROVISIONS.

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

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

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

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

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



government services, and in telecommunications.

(f) If applicable, the Recipient shall provide the Department with a signed Public Entity Crime Statement, Form PUR 7068, pursuant to the requirements of Section 287.133 (3) (a) Fla. Stat., and enclose it with the Agreement documents. If subcontractors will receive payment from this contract, it is the Recipient's responsibility to ensure that a copy of the form is executed by each for whom it is applicable, and is included with the Agreement documents.

(12) AUDIT REQUIREMENTS.

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

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

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

(d) The Recipient shall provide the Department with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501- 7507, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement. The funding for this Agreement is received by the Department as a grant in aid appropriation.

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. The complete financial audit report, including all items specified in (12) (d) 1 and 2 above, shall be sent directly to:

Department of Community Affairs  
Office of Audit Services  
2740 Centerview Drive  
Tallahassee, Florida 32399-2100

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

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

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

(h) The audit is due seven (7) months after the end of the fiscal year of Recipient or by the date the audit report is issued by the state Auditor General, whichever is later.

(i) An audit performed by the State Auditor General shall be deemed to satisfy the above audit requirements.

(13) SUBCONTRACTS.

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

(14) TERMS AND CONDITIONS.

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

(15) ATTACHMENTS.

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

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

(c) This Agreement has the following attachments:

Attachment	A-1	Budget Summary
Attachment	A-2	Budget Detail
Attachment	A-3	Scope of Work
Attachment	A-4	Work Plan
Attachment	A-5	Production Schedule
Attachment	A-6	Match Sources
Attachment	A-7	Description of Units
Attachment	B-1	Program Statues and Regulations
Attachment	B-2	Purpose and Quality of Services
Attachment	B-3	Monitoring, Evaluation & Technical Assistance
Attachment	C	RECORD KEEPING
Attachment	D	Reports
Attachment	E	Federal Lobbying Prohibitions
Attachment	F	Copyright, Patent and Trademark
Attachment	G	Advance Request Justification
Attachment	H	Property Management and Procurement
Attachment	I	Statement of Assurances
Attachment	J	County Allocations
Attachment	K	Special Conditions

(16) FUNDING/CONSIDERATION.

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$32,000.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to s. 216.181 (14), Fla. Stat. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months, based upon the funds being equally disbursed throughout the contract term. For a federally funded

contract, any advance payment is also subject to federal OMB Circulars A-102, 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 G. Attachment G will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1.       x       No advance payment is requested.
2.                      An advance payment of \$                      is requested.

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

(d) Any grant funds not expended for the agreed service and in accordance with the program budget shall be considered Department funds and shall be returned by the Recipient to the Department within forty-five (45) days following the Agreement termination date or the date set by the Department.

(e) Provision of funding under this contract shall not be construed as a guarantee of future or subsequent funding under this program. The performance by the Department under this Agreement, and any amendments to this Agreement, shall be subject to and contingent upon the availability of moneys lawfully appropriated to the Department and applicable for the purpose of this Agreement.

(f) The Department or the Recipient may request modifications to this Agreement. Acceptable changes shall be incorporated in writing as modifications to this Agreement. All requests for modifications submitted to the Department for approval must include a narrative description of the proposed changes, their effect upon the approved scope of services and a copy of the amended budget. Modifications require thirty (30) days to process from the time of receipt by the Department and are only effective upon the date of written execution by both parties or on the date set by the Department.

(17) STANDARD CONDITIONS.

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

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

(b) If otherwise allowed under this Agreement, extension of an Agreement for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Recipient.

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

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

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

(18) STATE LOBBYING PROHIBITION.

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

Refer to Attachment E for additional terms and provisions relating to lobbying.

(19) COPYRIGHT, PATENT AND TRADEMARK.

If applicable to this Agreement, refer to Attachment F for terms and conditions relating to copyrights, patents and trademarks.

(20) LEGAL AUTHORIZATION.

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

(21) ASSURANCES.

The Recipient shall comply with any Statement of Assurances



**ATTACHMENT A-1  
FLORIDAFIX BUDGET SUMMARY**

Recipient: Nassau County, Florida

EXPENSE CATEGORY	FLORIDAFIX FUNDS*	CASH MATCH & NON-CASH DONATION***	FEDERAL MATCH	TOTAL
1. ADMINISTRATIVE	\$ 5,045.00	\$ 1,327.00		\$ 6,372.00
2. OPERATING	\$ 1,873.00	\$ 803.00		\$ 2,676.00
3 IMPLEMENTATION**	\$24,484.00	\$24,870.00		\$49,354.00
4. TRAINING AND TECH. ASSISTANCE	\$ 598.00	\$ 0.00		\$ 598.00
5. TOTAL	\$32,000.00	\$27,000.00		\$59,000.00

\* Total FloridaFix is equal to the amount of the grant request.

\*\* At least 70% of the total match plus FloridaFix funds must be spent in implementation .

\*\*\* At least 10% of the required match shall be in volunteer labor.

Contract Number: 97FF-5A-04-55-01-012

ATTACHMENT A-2  
FLORIDAFIX BUDGET

Recipient: Nassau County Board of County Commissioners

Total FloridaFix Allocation \$: \$32,000.00

EXPENSE CATEGORY	FLORIDAFIX FUND
<b>ADMIN\PERSONNEL</b>	
a. Salaries	\$ 3,806.00
b. Fringe	1,239.00
c. Indirect Cost	0.00
<b>SUBTOTAL ADMIN\PERSONNEL</b>	\$ 5,045.00
<b>OPERATING</b>	
a. Client Intake Staff	1,873.00
b. Office Expenses	0.00
c. Public Relations	0.00
d. Agency Liability Insurance	0.00
e. Comprehensive Annual Audit	0.00
f. Other	0.00
<b>SUBTOTAL OPERATING</b>	\$ 1,873.00
<b>IMPLEMENTATION</b>	
a. Building Permits	0.00
b. Tools & Equipment	0.00
c. On-Site Supervisor	1,888.00
d. Materials	13,805.00
e. Labor: Subcontractor	6,979.00
- Staff Labor & Fringe	1,812.00
f. Vehicles: Lease	0.00
- Mileage	0.00
g. Storage	0.00
h. Other	0.00
<b>SUBTOTAL IMPLEMENTATION</b>	\$ 24,484.00
<b>TRAINING &amp; TECHNICAL ASSISTANCE</b>	
a. Training Workshops	598.00
b. Training Materials	0.00
c. Other	0.00
<b>SUBTOTAL T. &amp; T. A.</b>	598.00
<b>GRAND TOTAL EXPENSE</b>	\$ 32,000.00



## BUDGET DETAIL

Contract No. 97FF-5A-04-55-01-012

PROPOSED EXPENSE BY  
FUNDING SOURCE

EXPENSE	FLORIDAFIX GRANT	CASH MATCH	TOTAL
<b>ADMINISTRATIVE EXPENSE</b>			
Personnel:			
Program Coordinator			
5.828 hrs./wk. @ \$12.20/hr.			
X 52 wks./yr. = \$3,697.00			
70% FloridaFix	2,588.00		
30% SHIP (State)		1,109.00	
Secretary			
4.957 hrs./wk. @ \$6.75/hr.			
X 52 wks./yr. = \$1,740.00			
70% FloridaFix	1,218.00		
30% SHIP (State)		522.00	
Sub-Total of Gross Salaries	3,806.00	1,631.00	
Fringe Benefits (Incl. Leave)			
Fringe Benefits = \$1,770.00			
70% FloridaFix	1,239.00		
30% SHIP (State)		531.00	
Total Administrative Costs	5,045.00	2,162.00	7,207.00
<b>OPERATING EXPENSE</b>			
Client Intake Staff			
6.0048 hrs./wk. @ \$8.57/hr.			
X 52 wks./yr. = \$2,676.00			
70% FloridaFix	1,873.00		
30% SHIP (State)		803.00	
Total Operating Costs	1,873.00	803.00	2,676.00

## BUDGET DETAIL

Contract No. 97FF-5A-04-55-01-012

PROPOSED EXPENSE BY  
FUNDING SOURCE

EXPENSE	FLORIDAFIX GRANT	CASH MATCH	TOTAL
<b>IMPLEMENTATION EXPENSE</b>			
On Site Supervisor 5.668 hrs./wk. @ \$9.15/hr. X 52 wks./yr. = \$2,697.00 70% FloridaFix 30% SHIP (State)	1,888.00	809.00	
Materials	13,805.00	14,025.00	
Contractor Expense Labor	8,791.00	9,201.00	
<b>Total Implementation Expense</b>	<b>24,484.00</b>	<b>24,035.00</b>	<b>48,519.00</b>
<b>TRAINING &amp; WORKSHOP</b>			
Travel Private vehicle 552 miles @ \$.29/mile Commercial airline Course fees Hotel (two nights)	160.00 298.00 60.00 80.00		
<b>Total Training &amp; Workshop</b>	<b>598.00</b>	<b>0.00</b>	<b>598.00</b>
<b>GRAND TOTALS</b>	<b>32,000.00</b>	<b>27,000.00</b>	<b>59,000.00</b>

**ATTACHMENT A-3  
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 Recipient will 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. Counties to be served are listed below:

Nassau County, Florida

---

---

**B.** Evaluating the needs of each residence following the Weatherization Priority Measures (attached hereto and incorporated by this reference as Attachment B-2), and supplemental department and federal Department of Energy guidelines; and completing work write-ups describing in detail the needed improvements on each dwelling.

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

**D.** Providing a final inspection and certification of all work by an employee of the Recipient not directly responsible for the work to evaluate the quality and completeness of the job.

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

**F.** The following two options are provided for under this Agreement:

1. Identifying Low-income residents with both the need and desire for energy related home improvement assistance, evaluating the need of each residence and determining the appropriate measures to be used to address those needs through energy related and other home repairs, completing work write-ups describing in detail the needed improvements on each dwelling:

2. Leverage the FloridaFix funds with matching resources by, establishing long term community partnerships with civic groups, labor unions, trade and professional associations, churches, local governments, businesses, individuals and others in order to provide funds and donated labor, materials, and equipment to support services outlined under this Agreement. This Agreement requires a one-to-one match for each dollar of FloridaFix funds expended above the first \$5,000 of the grant;

3. Supervising, monitoring and ensuring the quality of all work by both staff and volunteers;

4. Providing the Department with documentation and reports as provided in this Agreement as well as other information related to this project as may be specified by the Department; and

5. Coordinating FloridaFix projects with other housing assistance agencies and service providers.

6. The Recipient will provide the above services to at least the number of houses specified in Attachment A-5, Production Schedule. For a unit to be counted as a completed unit, the unit must be evaluated and work conducted as specified in this contract. Both the energy and emergency (health and safety) repairs needs of the client must be evaluated and repairs provided that will substantially address these needs.

G. The Recipient may purchase materials up to the amount specified in the budget contained herein. FloridaFix grant funds may not be expended on non-energy related materials. Match funds may be spent on purchasing energy related repair materials or non-energy related emergency repair materials.



## B. PROPOSED WORK PLAN

### 1. Partnership Plan

#### a. Nassau County Board of County Commissioners

The Nassau County Board of County Commissioners is the recipient of SHIP program funding for the County. The level of County SHIP funding is \$250,000 annually. Of these funds, a minimum of \$187,500 is directed toward construction activities. The County's current "Affordable Housing Assistance Plan" (the Plan that defines how SHIP program money will be distributed) calls for approximately \$100,000 to be allocated to "emergency repairs" and "rehabilitation" strategies. It is from this portion of SHIP funding that matching funds will be drawn to support the FY 1996-97 FloridaFix program in Nassau County. These funds will be available to the FloridaFix program each year so long as the SHIP program continues to provide a minimum of \$250,000 annually to Nassau County. A letter confirming the annual commitment can be found in Section D.3.

#### b. Affordable Housing Advisory Committee

The Affordable Housing Advisory Committee (AHAC) is the first step in ensuring that concerns from the public are input to the process of improving housing conditions in Nassau County. Affordable Housing Advisory Committee-persons are drawn from different areas of the County and so are aware of the housing needs that exist in both coastal and interior sections of the County. Furthermore, the AHAC monthly meetings are advertised in the County's local newspapers and the public is invited to attend. Applications for housing assistance are made available in the County offices in Fernandina Beach and at the Clerk's office in each of the incorporated Towns/Cities within the County.

#### c. Community Involvement

The FloridaFix and associated SHIP programs utilize various organizations to provide volunteer labor for completing some of the programs' construction projects. A church group of volunteers known as "Angel House" takes-on the rehabilitation of one house at a time utilizing volunteer labor for the entire project. The programs also work with the Nassau County "Probation and Parole Services" office of the Sheriff's Department. This office provides volunteer services of individuals who have selected to serve time in the "Community Service Program" in lieu of incarceration.

Program "outreach" depends upon newspaper advertisements and "word-of-mouth" for community awareness of both the FloridaFix and SHIP programs. Initially flyers were distributed in church and social groups and were posted in public places such as grocery stores and laundramats. As the program continued to function, more and more applications for assistance have been received until, now, the problem is not locating applicants but qualifying applicants and providing a work staff to perform the maintenance/rehabilitation efforts.

d. Involvement of Local Businesses

Efforts are continually made to involve local businesses in the Maintenance/rehabilitation efforts of the FloridaFix and SHIP programs. Florida Power & Light Company, out of its Lake City, Florida office provides an energy audit check of residences within Nassau County. As part of this service, FP&L provides up to \$300 in grant assistance to support repair/replacement of items that contribute to energy loss within the home.

2. **Program Plan**

a. Population and Geographic Area Served

(1) Geographic Area

The FloridaFix and associated SHIP programs serve the very low and low-income residents of Nassau County. Inter-local Agreements have been signed with the incorporated jurisdictions of Callahan, Hilliard and Fernandina Beach for these County programs to function within these jurisdictions.

(2) Population Served

For the past three (3) years, the SHIP program and for the past two (2) years, the FloridaFix program have been serving the very low and low-income residents of Nassau County. Funding under these programs is restricted to owner-occupied residences. Although there is no requirement to do so, the preponderance of work, approximately 57%, has been accomplished on homes of senior citizens.

Based upon applications received and a survey of the general areas in which weatherization/emergency repair assistance already has been given during Fiscal Year 1994-95 and to date in Fiscal Year 1995-96, it appears that the potential outreach population for similar assistance in Fiscal Year 1996-97 is approximately sixty-seven (67) homes.

b. Status of Funding

FloridaFix funding will not be used to supplant funds that would otherwise have been provided through SHIP funding, but will be used to extend SHIP funded projects to include weatherization and other emergency repair activities that are needed to complete the work on a project but would have been beyond the funding available to the project.

3. **Client Selection**

a. Establishing the Client List

Weatherization and emergency repair work in Nassau County is accomplished exclusively on owner-occupied homes of very low and low-income individuals/families who apply for and are qualified to receive financial assistance. Upon making application to the program, each applicant is required to complete a standard application form which requests information regarding age, handicapped status, income, investments, number of persons in the household and relationship of work to be performed to the extension of the useful life of the home in terms of years of occupancy.

Once the individual applicant is qualified to receive assistance, all applicants are placed on the "waiting list" in order of the date-of-application. Since each year, the number of qualified applicants and the cost of the work to be accomplished far exceeds the funding available for assistance, applicants are prioritized and the waiting list is revised in terms of (1) elderly, (2) handicapped condition, (3) size of family, (4) level of income, and once again, (5) date of application.

b. Determining Need

Clients requesting emergency repairs or weatherization work are interviewed over the telephone to acquire basic information regarding the location and ownership of home, and the income, and size of family. This information determines the applicant's eligibility to participate in the program as a very low or low-income person/family and the property as an owner-occupied



household in Nassau County. (Income eligibility is determined using the U.S. HUD published income limits for the Section 8 Rental Assistance Program. If, from this information, the applicant appears to qualify as a participant, the request is logged into the applicant register and a formal application form is mailed to the applicant to document the request and the information provided.

Upon receipt of the completed application and verification of the data contained therein, an appointment is made with the applicant and a site inspection is conducted at the applicant's home to determine the general condition of the residence and the level of work that needs to be accomplished to improve the condition of the structure. A limit of approximately \$4,000 per structure is placed on each home project (\$1,000 is allocated from the FloridaFix program and the remaining costs are allocated from "matching fund" sources).

The physical inspection of each applicant's home is made using the FloridaFix Building Work Report. This report identifies which items within the home should be repaired or replaced or requires resources beyond the resources of this program. Upon completing the inspection form, the FloridaFix representative sits with the homeowner to discuss what improvements to the home should/could be made. While the FloridaFix representative may suggest a priority for considering improvements, the decision of which repairs are to be made and the priority for scheduling these improvements is left to the homeowner-applicant. At this point, the primary concern of the FloridaFix representative on the site is that the dwelling is in a salvageable condition and the repair requested by the homeowner affects the health and safety of the home owner-occupant.

Once the determination is made as to the work to be accomplished, Nassau County, through an administrative contract with the Northeast Florida Regional Planning Council (who also administers the County's SHIP program), contracts for the work with contractors who are licensed and who are registered contractors in Nassau County. The NEFRPC invites a minimum of three bids per job when selecting a contractor. The contractor list consists of those contractors who are registered in Nassau County and who had responded as interested firms to an advertisement placed in the local newspapers at the beginning of the funding cycle.

**ATTACHMENT A-5  
FLORIDAFIX PRODUCTION SCHEDULE**

A total number of 27 houses will be weatherized.

The Department should be notified of any changes in the monthly schedule.

An amendment must be completed if there are any changes in the total number of homes as originally contracted.

MONTH	HOUSES TO BE COMPLETED	CUMULATIVE TOTAL NUMBER OF HOUSES
July	0	0
August	0	0
September	0	0
October	3	3
November	5	8
December	5	13
January	7	20
February	3	23
March	3	26
April	1	27
May	0	
June	0	
Close-out period		

For a house to be counted as completed, all work must be completed, the final inspection made, and the Building Work Report (BWR) provided to the Department.

**ATTACHMENT A-6  
MATCH SOURCES**

Nassau County - No charge Building Permits  
Church Groups - Volunteer labor  
Nassau County Office of Parole Services  
SHIP Program - \$27,000

ATTACHMENT A-7  
DESCRIPTION OF UNITS

27 Owner-occupied single family units.

ATTACHMENT B-1  
PROGRAM REGULATIONS

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

A. The recipient may temporarily invest FloridaFix grant funds, but any interest income shall be returned to the Department at the time of submission of the final close-out report.

B. The Recipient may apply program income, excluding interest income, to eligible program activities in accordance with Fla. Admin. Code, Chapter 9B-24 and applicable OMB circulars. 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.

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

D. 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 by the contractors.

E. 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 client income eligibility in accordance with one of the following methods (choose only one):

\_\_\_\_\_ The most recent Federal Department of Energy standards pertaining to Weatherization Assistance for Low-Income Persons (10 C.F.R. 440).

  X   The most recent Federal Department of Housing and Urban Development very low income standards pertaining to Section 8 and Public Housing programs.

3. Authorization of the client to allow the Recipient or Department to retrieve their utility bills from respective utility companies for two (2) years in the past or two (2) years in the future.

4. Executed authorization to proceed with specified improvements from the owner of the dwelling, or authorized agent of the owner, if the dwelling is a rental unit. The owner of a rental unit must agree not to raise the client's rent because of the increased value of the dwelling unit due solely to work provided under this contract for a full twelve month period after completing the retrofit;

5 . Documentation of proof of ownership from the client or landlord.

6. A dwelling unit shall be eligible for participation in this program only if it is occupied by a family or individual who meets the income criteria established in this contract. Written permission from the Department must be obtained by the Recipient prior to any work beginning on any publicly owned dwelling unit, any unoccupied unit, or units that are being prepared for sale;

7. Evaluation of energy and other repairs needed, prioritized with estimated costs indicated;

8. Description of retrofit activities completed including the activities undertaken, the cost and value of such activities; and

9. A final inspection sign-off by the Recipient's representative and the homeowner.

F. The Department or the Recipient may request modifications to this contract, Acceptable changes shall be incorporated in writing as modifications to this contract. All requests for modifications submitted to the Department for approval must include a narrative description of the proposed changes, their effect upon the approved scope of services and a copy of the amended budget. Modifications require 30 days to process from the time of receipt by the Department and are only effective upon the date of written execution by both parties or on the date set by the Department.

G. FloridaFix grant funds must be expended in accordance with the FloridaFix Grant Budget given in Attachments A-1 and A-2. A contract modification is required prior to any over expenditures of FloridaFix grant funds in any of the four major budget categories (1. Administrative Personnel, 2. Operating Expenses, 3. Implementation Expenses, and 4. Training and Technical Assistance). Budget deviation of a line item under one of these four major budget categories is permissible with approval of the Department without a contract modification as long as the total amount of the budget category is not exceeded.

H. Each reimbursement request shall be initiated upon the receipt and acceptance by the Department of a monthly Financial Status Report as required by (6) (b) of this contract. Each Financial Status Report constitutes a Request for Reimbursement and shall be supported by a detailed breakdown sufficient for a proper prated and postdated of costs claimed and shall be certified by the Recipient's designated official. The Financial Status Report shall be submitted and records maintained in compliance with all applicable state and federal laws, rules, regulations and guidelines, and the policies of the Department. The Department shall review each Financial Status Report prior to reimbursement to verify that the costs claimed are allowable under the provisions of this contract and the applicable cost principles. No reimbursement will be processed until the monthly Financial Status Report is review and accepted by the Department.

I. During the period of this contract, Matching funds will be provided by the Recipient in an amount at least equal to the FloridaFix Funds received minus \$5,000. These match funds may be cash match, non-cash match donations, and federal grant funds as defined in Rule 9B-55, F.A.C.. To be counted as match funds applied towards this contract requirements, the funds must be expended on program related activities during the contract period.

J. Any grant funds not expended for the agreed service and in accordance with the program budget shall be considered Department funds and shall be returned by the Recipient to the Department within 45 days following the contract termination date or the date set by the Department.

K. Any grant funds expended in violation of this contract shall be refunded in full by the Recipient to the Department, or if this contract is still in force, shall be withheld by the Department from any subsequent request for payment.

L. The Recipient shall submit a Final Report as required by (6) (c) of this Agreement within 45 days following the contract termination date. Failure to submit the Final Report within 45 days or the Date set by the Department will result in suspension of funding under subsequent FloridaFix contracts.

M. Provision of funding under this contract shall not be construed as a grantee of future or subsequent funding under the FloridaFix Program or any other program administered by the Department.

N. Any FloridaFix funds expended for materials or labor must be spent on energy related retrofit.

O. The labor and materials calculated as match funds may be used for either energy related retrofits or non-energy related emergency repairs based on the low-income resident's needs.

P. All reimbursement for travel expenses will be made in accordance with s. 112.061, Fla. Stat. FloridaFix funds may not be expended for travel to conventions, workshops, seminars or other similar meetings not directly for FloridaFix training without prior written approval of the Department.

Q. Single purchases of durable goods such as tools, equipment or furniture in excess of \$500 must be detailed in the Budget Detail, Attachment A-2, or approved in writing by the Department prior to purchasing. Such purchases at the termination of the contract may become the property of the Department.

R. The total federal match claimed under this contract as match may not exceed 50% of the total required match.

S. A maximum of \$2,000 of federal funds may be claimed as match on a house, regardless of the total actual amount spent on rehabilitation work.

T. At least 70% of the total of all match plus FloridaFix funds must be spent in the implementation budget category.

U. The funds provided under this contract will be used to supplement, and not supplant, other state or federal funds. When FloridaFix funds are used on the same house as other state or federal rehabilitation or repair funds, these other funds must be used to their fullest allowable amount, and FloridaFix funds used only to increase the amount available for energy conservation measures.

V. Department of Energy funded services may not be claimed as match for this contract, however, FloridaFix funds may be used to supplement the funds used for houses receiving other energy conservation programs funded by the Department of Energy.

W. Loans the Recipient or the homeowner have are not acceptable match.

X. At least 10% of the required match must be in volunteer labor.

Y. The Recipient may temporarily invest FloridaFix grant funds but interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

Z. The Recipient warrants that no person, selling agency, or other organization has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage fee, or contingent fee. For breach or violation of this warrant, the Department shall the right to annul this contract without liability, or in its discretion to deduct from the compensation, or otherwise to recover the full amount of such commission, percentage, brokerage, or contingent fee.

AA. If this contract or any resulting subcontract is for an amount in excess of \$100,000 the Recipient must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1368 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368) , Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

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

CC. A written appeal system must be adopted by the board of directors of the recipient, posted in the Recipient's agency, and provided in writing to those applying for services. In the event of a complaint/appeal, the complaint/appeal shall first be heard by the:

FLFIX Coordinator

(Title of Position)

Should the first designated party be unable to resolve the difficulty, the second complaint/appeal will be heard by Affordable Housing Advisory Committee (Nassau County)

(Title of Position)

Should the second level complaint/appeal be unable to resolve the difficulty, the final hearing will be held by Nassau County Board of County Commissioners

(Committee or Full Board)

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



ATTACHMENT B-2  
PURPOSE AND QUALITY OF SERVICE

A. The purpose of this Agreement is to develop and implement projects by which energy conservation measures appropriate to Florida's climate may be provided to low-income citizens. These projects shall establish public/private partnership to leverage community resources with public funds.

B. Energy related construction activities undertaken shall use the measures specified in 10 C.F.R. Part 440, the federal Weatherization Rule, and supplemental Florida specific measures provided by the Department as a guideline. The priority system for selecting measures shall be provided by the Department. Any measure that might be undertaken which are not included in 10 C.F.R. Part 440 or the Department's supplementary measures must be approved by the Department in writing prior to their implementation.

**ATTACHMENT B-3**  
**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.



No Additional Requirements

ATTACHMENT C  
RECORD KEEPING

**ATTACHMENT D  
REPORTS**

**A.** On a monthly basis, by the 10th calendar day of each succeeding month, the Recipient shall submit one copy of the FloridaFix Building Report for each dwelling unit on which work has been completed; a Financial Status Report, a Match Report, and a Production Report. Failure to submit all such required monthly reports as outlined above shall constitute grounds for suspension or termination of this contract. Reports and notices must be submitted to:

Department of Community Affairs  
Division of Housing and Community Development  
Community Assistance Section  
2740 Centerview Drive, The Rhyne Building  
Tallahassee, Florida 32399-2100

**B.** Hand delivered reports must be date stamped in by the Department staff. Each form shall be certified by the Recipient's designated agent. •

ATTACHMENT E  
FEDERAL LOBBYING PROHIBITIONS

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

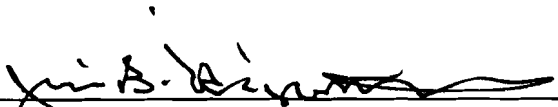
A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

Recipient:

  
\_\_\_\_\_  
Name and Title

ATTACHMENT F  
COPYRIGHT, PATENT AND TRADEMARK

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

B. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby reserved to the State of Florida.

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

ATTACHMENT G  
ADVANCE REQUEST JUSTIFICATION

A. If any advance is requested on this Agreement, the Recipient must provide at least the following information and justification.

1. Number of houses to be weatherized or assisted during the first three months (from the production schedule).....\$ \_\_\_\_\_
2. Average projected expense for each house.....\$ \_\_\_\_\_
3. Total of line 1 X line 2.....\$ \_\_\_\_\_
4. Total of line 3 X 10% projected administrative expenses.....\$ \_\_\_\_\_
5. Explain any other projected expenses for this period:.....\$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. Total of lines 3 + 4 + 5 .....\$ \_\_\_\_\_  
THESE ARE THE ESTIMATED EXPENSES FOR 3 MONTHS.

7. Total amount of grant x .25%.....\$ \_\_\_\_\_  
THIS IS THE MAXIMUM ALLOWABLE ADVANCE.

---

THE ADVANCE AMOUNT REQUESTED MUST BE THE TOTAL FROM  
LINE 6 OR LINE 7, WHICHEVER IS THE LESS AMOUNT.

---

B. In the space below provide a concise explanation of the need for this advance.

No Advance Requested

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT H  
PROPERTY MANAGEMENT AND PROCUREMENT**

**A.** The Recipient shall comply with procurement standards equivalent to the requirements of 10 C.F.R. 600.436(b) for local government subrecipients and 10 C.F.R. 600.119 for non-profit Recipients and relevant state and local laws applicable to the procurement of supplies, equipment, construction, and services.

**B.** The Recipient shall comply with property management standards for non-expendable property equivalent to 10 C.F.R. 600.432 for local government Recipients and 10 C.F.R. 600.117 for non-profit Recipients.



**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.** The Recipient, in performing the requirements of this agreement shall comply with applicable laws, rules, regulations, ordinances, and codes of the federal, state and local governments.

**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 the elderly and the disabled and functionally impaired elderly persons, as defined in s. 410.023 (4), Fla. Stat., who are at greatest risk of institutionalization.

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

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

**G.** The Recipient will permit on-site program evaluation by 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 the Department's personnel.

**H.** The Recipient shall Provide services to qualifying low-income people for the purpose stated herein and shall assure prior to beginning work that all dwelling units are eligible. The following units are eligible:

1. A dwelling shall be eligible for FloridaFix assistance if it is occupied by an individual or family who is low-income as defined by Rule 9B-55.001 (18), F.A.C..

2. The Recipient may assist buildings containing rental units occupied by persons eligible for assistance under Rule 9B-55.013, F.A.C., where:

a. The Recipient has obtain the written permission of the owner or his agent;

b. Not less than 66% (50% for duplexes and four unit buildings) of the dwelling units in the building:

(1) Are eligible dwelling units, or

(2) Will become eligible dwelling units within 180 days under a federal, state or local government program for rehabilitating the building or making similar improvements to the building; and

c. The Recipient has established procedures approved by the Department to ensure that:

(1) Rents shall not be raised because of the increased value of the dwelling unit due solely to the FloridaFix work provided; and

(2) No undue or excessive enhancement shall occur to the value of the dwelling units;

(3) All Landlords participating in the program are encouraged to provide a match contribution of labor and/or material equal to at least 25% of the total value of the labor and materials to be completed on the building including FloridaFix grant funds and any other match funds; and

(4) No more than five units owned by a specific landlord may participate in the FloridaFix program during any FloridaFix program year without the landlord contributing at least 25% match as defined in (3) above.

3. The Recipient must disclose prior to beginning work its intent to provide assistance to any unoccupied units, or units planned for resale within one year after the work is completed. The Department may request additional information on the units to assure that the work done on the units will benefit eligible low-income people. If satisfactory proof cannot be provided, the Department will not qualify these units as eligible for the program.

I. The following types of units are not eligible for the program:

1. Publicly owned rental units;

2. Units planned for demolition within one year after the work is completed.

J. All nonprofit subgrantees will maintain a fidelity bond indemnifying against losses resulting from the fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust. The amount of the bond must be no less than one-fourth of the total amount of this grant.

K. The Following is required of all Agreements for \$50,000 or more in FloridaFix grant funds. As part of the initial evaluation of the house, the Recipient will perform an air pollution source survey and a blower door test in accordance with Department prescribed protocol. If there are gas appliances present, a carbon monoxide test is also required. After air tightening procedures are performed on the unit, another blower door test will be performed to make sure

the house is not too tight.

**ATTACHMENT J  
COUNTY ALLOCATIONS**

The number of houses in each county served under this contract shall be proportional to the specific county's financial allocation as follows:

<b>COUNTY</b>	<b>ALLOCATION</b>	<b>% OF TOTAL UNITS SERVED</b>
Nassau County	\$ 32,000	100%

ATTACHMENT K  
SPECIAL CONDITIONS

- A. Recipient must be very low or low income;
- B. Home to be improved must be owner-occupied;
- C. Occupants or a person at the same income level must reside in the home for 10 years after improvements are made or the repay amortized cost of repairs

RECIPIENT INFORMATION FORM

=====  
Please complete all information applicable to your organization.  
=====

A. RECIPIENT CATEGORY:

- County Government
- Community Action Agency
- Indian Tribe
- Other, Specify \_\_\_\_\_
- City Government
- Other private, Non-Profit Agency

B. GENERAL ADMINISTRATIVE INFORMATION:

1. Recipient's full legal name: Nassau County Board of County Commissioners

2. **WARRANT WILL BE MAILED TO THIS ADDRESS UNLESS OTHERWISE INDICATED:**

Recipient's mailing address: 9143 Philips Hwy., Suite 350

City: Jacksonville, Florida Zip Code: 32256

Telephone: (904) 363-6350 FAX Number: (904) 363-6356

3. Street Address (if different from above): \_\_\_\_\_

4. Chief Official/Executive Director:

Jim B. Higginbotham Chairman, Nassau County Board of County Commissioners  
(Name) (Title)

5. Official to receive state warrant:

T. J. Grason Clerk of the Circuit and County Courts  
(Name) (Title)

6. Program Director/Coordinator:

Barbara Barsh FIFIX Coordinator  
(Name) (Title)



**T. J. "JERRY" GREESON**

CLERK OF THE CIRCUIT AND COUNTY COURT • NASSAU COUNTY, FLORIDA

P.O. BOX 456  
FERNANDINA BEACH, FLORIDA 32035-0456  
PHONE: (904) 321-5700

CLERK OF THE COUNTY COURT  
RECORDER OF DEEDS  
CLERK OF BOARD OF COUNTY COMMISSIONERS  
CHIEF FINANCE OFFICER FOR NASSAU COUNTY  
COUNTY AUDITOR

MEMORANDUM

**REVISED**  
7-16-96 JB

TO: Walt Gossett, County Coordinator

FROM: T.J. "Jerry" Greeson, Clerk of the Circuit Court *JG*

DATE: July 10, 1996

RE: FloridaFix Grant Agreement

---

On May 8, 1996, the Board of County Commissioners approved and executed the FloridaFix Program grant application.

Attached is a copy of the FloridaFix Grant Agreement, which grants \$32,000 to Nassau County for rehabilitating owner-occupied dwelling units of very low and low income residents.

Please request the Board approve and execute three (3) original copies of the FloridaFix Grant Agreement.

Thank you for your assistance in this matter.

**FAXED**  
7-16-96 to Henna  
JB



**T. J. "JERRY" GREESON**  
CLERK OF THE CIRCUIT AND COUNTY COURT - NASSAU COUNTY, FLORIDA

**RECEIVED**  
1/16/96

P.O. BOX 458  
FERNANDINA BEACH, FLORIDA 32035-0458  
PHONE: (904) 321-3700

CLERK OF THE COUNTY COURT  
RECORDER OF DEEDS  
CLERK OF BOARD OF COUNTY COMMISSIONERS  
CHIEF FINANCE OFFICER FOR NASSAU COUNTY  
COUNTY AUDITOR

**BOARD MEETING**

DATE: 7-22 19 96

ACTION: 3

INFO: \_\_\_\_\_

**MEMORANDUM**

**REVISED**  
7-16-96

**TO:** Walt Gossett, County Coordinator  
**FROM:** T.J. "Jerry" Greeson, Clerk of the Circuit Court *JG*  
**DATE:** July 10, 1996  
**RE:** FloridaFix Grant Agreement

On May 8, 1996, the Board of County Commissioners approved and executed the FloridaFix Program grant application.

Attached is a copy of the FloridaFix Grant Agreement, which grants \$32,000 to Nassau County for rehabilitating owner-occupied dwelling units of very low and low income residents.

Please request the Board approve and execute three (3) original copies of the FloridaFix Grant Agreement.

Thank you for your assistance in this matter.