

Resolution No. 3058

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget may need revision; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2021 and

terminating on September 30, 2022 shall remain in full force and effect.

Section 2. Implementing administrative actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Effective Date.

This Resolution shall become effective immediately upon enactment.

Passed and adopted this 22nd day of August.

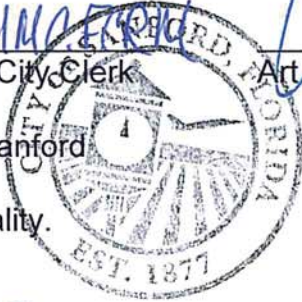
Attest:


City Commission of the City of
Sanford


Traci Houchin, MMC, FCRM City Clerk


Art Woodruff, Mayor

For use and reliance of the Sanford
City Commission only.
Approved as to form and legality.




William L. Colbert, City Attorney

REQUEST FOR BUDGET AMENDMENT

Fiscal Year 21/22

Department: City Manager

Division: LIHEAP/LIHWAP

Date: 8/15/2022

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER					Current Budget	Current Unrealized (Budget)	Amount of Change	Adjusted Unrealized
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title			
147	0000	389	98	00	LIHWAP		\$ 717,725	\$ 717,725
								-
								-
								-
TOTAL CHANGES IN REVENUES							\$ 717,725	

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER					Current Budget	Current Balance	Amount of Change	Remaining Balance
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Expenditure Account Title		
147	1104	564	12	00	00	WAPAD Administration	\$ -	\$ 14,682
147	1104	564	12	00	00	WAPOT Administration	\$ -	\$ 22,404
147	1104	564	21	00	00	WAPAD Fica/Medicare		1,123
147	1104	564	21	00	00	WAPOT Fica/Medicare		1,714
147	1104	564	22	01	00	WAPAD FRS		1,656
147	1104	564	22	01	00	WAPOT FRS		2,528
147	1104	564	23	00	00	WAPAD Medical Insurance		5,506
147	1104	564	23	00	00	WAPOT Medical Insurance		8,402
147	1104	564	24	00	00	WAPAD Worker's Comp		29
147	1104	564	24	00	00	WAPOT Worker's Comp		27
147	1104	564	42	00	00	WAPAD Postage		900
147	1104	564	42	00	00	WAPAD Mileage		1,201
147	1104	564	41	00	00	WAPAD Communications		1,500
147	1104	564	44	00	00	WAPAD Rentals & Leases		900
147	1104	564	46	00	00	WAPAD Repair & Maintenance		900
147	1104	564	47	00	00	WAPAD Printing & Binding		3,450
147	1104	564	51	00	00	WAPAD Office Supplies		3,600
147	1104	564	52	00	00	WAPAD Operating Supplies		1,250
147	1104	564	86	00	00	WAPRR Rate Reduction		323,953
147	1104	564	86	00	00	WAPAR Arrearage		322,000
TOTAL CHANGES IN EXPENDITURES							\$ 717,725	

REASON FOR AMENDMENT: Budget allocation for LIHWAP grant.

DIRECTOR APPROVAL: *Nicole J. Osburn* DATE: Aug 24, 2022
Nicole J. Osburn (Aug 24, 2022 19:12 EDT)

FINANCE APPROVAL: *Cynthia Lindsay* DATE: Aug 25, 2022

CITY MANAGER APPROVAL: *Craig M. Badgley* DATE: Aug 25, 2022

CITY COMMISSION AGENDA DATE: 8-22-2022 APPROVED?

FOR FINANCE USE

Entry Date: 9/26/2022 Batch Number: B# 5507 Document #: BA 11-130
 S. Posey

Res# 3058
 CCM# 22-210

"Add-on Item"



CITY OF
SANFORD
FLORIDA



APPROVED

WS_X_ RM_X_

Item No.

CITY COMMISSION MEMORANDUM 22-210
AUGUST 22, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Nicole J. Osburn, Community Relations & Neighborhood Engagement Director
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Low Income Household Water Assistance Program (LIHWAP)

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

The 2022 Low-Income Household Water Assistance Program (LIHWAP) grant contract has been executed and the vendor agreement has been prepared.

FISCAL/STAFFING STATEMENT:

The total authorization of this grant is \$1,286,526. The grant period began July 1, 2022 and ends September 30, 2023. The grant includes funding for one (1) Program Coordinator, two (2) Outreach Technicians, and one (1) Case Worker. The existing Low-Income Household Energy Assistance Program (LIHEAP) staff will administer the LIHWAP program concurrently. Finance has reviewed the LIHWAP 2021-23 Allocation Budget Summary, Work Plan, and Budget Amendment.

BACKGROUND:

The Low-Income Household Water Assistance Program (LIHWAP) was established in December 2020, under the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act (ARPA) of 2021. LIHWAP is a federally funded program from the U.S. Department of Health and Human Services (HHS) to assist income-eligible families with water and wastewater costs. The Florida Department of Economic Opportunity (DEO) has been designated to manage and operate the LIHWAP on behalf of the state of Florida.

Florida received approximately \$75 million in LIHWAP funds to assist low-income households, particularly those with the lowest incomes that pay a high proportion of their household income for drinking water and wastewater services. Providing this assistance to families prevents unnecessary disruptions in their lives and supports Florida's multi-faceted efforts to keep people in their homes, near their places of work and near their children's schools, thereby maintaining a confident and encouraged workforce. LIHWAP will ensure that low-income households will have meaningful access to safe, clean drinking water and wastewater services.

LEGAL REVIEW:

The vendor agreement and subgrant agreement have been reviewed by the City Attorney.

RECOMMENDATION:

Staff recommends that the City Commission approve Resolution No. 3058, to amend the budget to include the LIHWAP funds of \$1,286,526 and approve the Low-Income Household Water Assistance Program (LIHWAP) Vendor Agreement.

SUGGESTED MOTION:

“I move to approve Resolution No. 3058, to amend the budget to include the LIHWAP funds of \$1,286,526 and approve the Low-Income Household Water Assistance Program (LIHWAP) Vendor Agreement.”

Attachments: LIHWAP Federally-Funded Subgrant Agreement
LIHWAP Vendor Agreement
LIHWAP 2021-2023 Allocation Budget Summary and Work Plans
Budget Resolution No. 3058

**MODIFICATION NUMBER ONE OF AGREEMENT BETWEEN THE
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
CITY OF SANFORD, FLORIDA**

On March 16, 2021, the State of Florida, Department of Economic Opportunity ("DEO"), and the City of Sanford, Florida ("Subrecipient"), entered into Subgrant Agreement E2020 ("Agreement"). DEO and Subrecipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section 4 of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section A., is hereby deleted in its entirety and replaced with the following:
 - A. The U.S. Department of Health and Human Services ("HHS") administers the Community Services Block Grant ("CSBG"), the Low-Income Home Energy Assistance Program ("LIHEAP"), and the Low-Income Household Water Assistance Program ("LIHWAP") at the federal level and distributes block grant funds to the States; and
2. Section B., is hereby deleted in its entirety and replaced with the following:
 - B. DEO is the CSBG, LIHEAP, and LIHWAP recipient grantee, and pass-through entity for the State of Florida, designated by HHS to receive funds annually for program purposes and is authorized to distribute block grant funds to subrecipients so that subrecipients may provide self-sufficiency, home energy, and water assistance benefits to eligible households; and
3. Section E., is hereby deleted in its entirety and replaced with the following:
 - E. Subrecipient is eligible to receive LIHEAP and LIHWAP grant funds in order to provide the services identified herein
4. Section 2., **SCOPE OF WORK**, first sentence, is hereby deleted in its entirety and replaced with the following:

"The Subrecipient shall provide services in support of the LIHEAP and LIHWAP Programs in accordance with the applicable Attachment(s) included with this Agreement."
5. Section 5.B., **FUNDING/CONSIDERATION**, is hereby deleted in its entirety and replaced with the following:
 - B. By signing below the Subrecipient certifies that it is qualified and eligible to receive these grant funds in order to provide the services of the LIHEAP and LIHWAP programs for which the Subrecipient receives funds from DEO.
6. Section 6.B., **FISCAL AND ADMINISTRATIVE CONTROLS**, is hereby deleted in its entirety and replaced with the following:

B. The Subrecipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of LIHEAP and LIHWAP programs or projects for which the Subrecipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO may provide periodic guidance and technical assistance to the Subrecipient to ensure compliance with this section.

7. Section 19., **INFORMATION RELEASE AND PUBLIC RECORDS REQUIREMENTS**, is hereby amended to add the following:

L. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

- (1) Each party may have access to confidential information made available by the other. Subrecipient shall comply with the provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable State and federal laws governing the disclosure of any confidential information received by the State of Florida. Subrecipient must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.
- (2) Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Subrecipient shall not divulge to third parties any confidential information obtained by Subrecipient or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Subrecipient's work.
- (3) Subrecipient agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient or his responsible parent or guardian when authorized by law, if applicable.
- (4) If Subrecipient has access to confidential information in order to fulfill Subrecipient's obligations under this Agreement, Subrecipient agrees to abide by all applicable DEO Information Technology Security procedures and policies. Subrecipient (including its employees, subcontractors, agents, or any other individuals to whom Subrecipient exposes confidential information obtained under this Subrecipient), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of contract.
- (5) Subrecipient shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Subrecipient, its employees, agents, or representatives which is not in compliance with the terms of the Agreement (of which it becomes aware). Subrecipient also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Subrecipient by its employees, subcontractors, representatives, or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Subrecipient's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Subrecipient shall make a report to DEO not more than seven (7) business days after Subrecipient learns of such use or disclosure. Subrecipient's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has

done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Subrecipient has taken or shall take to prevent future similar unauthorized use or disclosure. Subrecipient shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager, at Subrecipient's sole expense.

- (6) In the event of a breach of security concerning confidential personal information involved with this Agreement, Subrecipient shall comply with the provisions of section 501.171, Florida Statutes. When notification to affected persons is required under this section of the statute, Subrecipient shall provide that notification, at Subrecipient's sole expense, but only after receipt of DEO's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Subrecipient is not a breach, provided the information is not used for a purpose unrelated to Subrecipient's obligations under this Agreement or is not subject to further unauthorized use.

8. Section 22., **MANDATED CONDITIONS AND OTHER LAWS**, is hereby amended to add the following:

- S. Pursuant to State of Florida Executive Order Number 21-223, Subrecipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

9. Section 29.C., **ATTACHMENTS AND EXHIBITS**, is hereby amended to add the following attachment:

"Attachment A-2 – Low-Income Household Water Assistance Program Scope of Work"

10. Exhibit 1-A, **Funding Sources**, is hereby deleted in its entirety and replaced by the revised Exhibit 1-A, which is attached hereto and incorporated herein by reference.
11. Attachment A-2, **Low-Income Household Water Assistance Program Scope of Work**, is hereby added to this Agreement, which is attached hereto and incorporated herein by reference.
12. Attachment F, **Transparency Requirements**, is hereby deleted in its entirety and replaced by the revised Attachment F, which is attached hereto and incorporated herein by reference.
13. All other terms and conditions of the Agreement remain in full force and effect.

[Rest of page left intentionally blank]

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

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement E2020 as amended. This Amendment is effective on the date the last Party signs this Amendment.

SUBRECIPIENT
CITY OF SANFORD, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: 
(Signature)

By: _____

Norton M. Bonaparte, City Manager
(Print/Type Name and Title Here)

Dane Eagle, Secretary
Department of Economic Opportunity

Date: 6.8.2022

Date: _____

59-6000425
Federal Identification Number

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

FJ52H6M3LY95
UEI Number

Office of the General Counsel
Department of Economic Opportunity

E2020
Agreement Number

By: _____

Approved Date: _____

Agreement #: E2020

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

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement E2020 as amended. This Amendment is effective on the date the last Party signs this Amendment.

SUBRECIPIENT
CITY OF SANFORD, FLORIDA

By: _____
(Signature)

Natalie N. Longcrate
(Print/Type Name and Title Here)

Date: 6.8.2022

59-6000425
Federal Identification Number

FJ52H6M3LY95
UEI Number

E2020
Agreement Number

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

DocuSigned by:
By: *[Signature]*
6177AED053410740F...

Dane Eagle, Secretary
Department of Economic Opportunity

Date: 6/29/2022

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

Office of the General Counsel
Department of Economic Opportunity

DocuSigned by:
By: *Valerie Cantone*
205165548366402

Approved Date: 6/27/2022

EXHIBIT 1-A

FUNDING SOURCES

FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency:	U.S. Department of Health and Human Services
Catalog of Federal Domestic Assistance Title:	Low-Income Home Energy Assistance Program (formula grant)
Catalog of Federal Domestic Assistance Number:	93.568

Federal Awarding Agency:	U.S. Department of Health and Human Services
Catalog of Federal Domestic Assistance Title:	Low-Income Household Water Assistance Program (formula grant)
Catalog of Federal Domestic Assistance Number:	93.499

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

Federal Program:

1. Subrecipient shall use the LIHEAP funds to provide energy assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the most recently approved LIHEAP State Plan.
2. Subrecipient shall use the LIHWAP funds to provide water assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the most recently approved LIHWAP State Plan.
3. Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. Chapter 106, and all applicable regulations as set forth in title 45 C.F.R. Part 75 and Part 96.

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

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

N/A

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

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**ATTACHMENT A-2
LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
SCOPE OF WORK AND FUNDING SOURCES**

1. SUBRECIPIENT RESPONSIBILITIES

Subrecipient shall comply with, and if applicable, shall ensure all subcontractors' compliance with, the following requirements:

A. COMPLIANCE REQUIREMENTS

- (1) Subrecipient shall use the LIHWAP funds to provide water assistance benefits to eligible households with low income. These funds will be expended in accordance with applicable law and the terms of this Agreement, including, but not limited to attachments, applicable federal cost principles and regulations, and the current LIHWAP State Plan.
- (2) Subrecipient shall comply with all applicable U.S. Department of Health and Human Services laws, including, but not limited to, title 42 U.S.C. Chapter 106, and all applicable regulations as set forth in title 45 C.F.R. Part 75 and Part 96, as well as 2 C.F.R § 175.15(b) as it relates to 22 U.S.C. 7104 Prevention of trafficking.

B. PAYMENT AND DELIVERABLES

Subrecipient shall be reimbursed monthly for expenditures reported on its Monthly Financial Activity, as described in this Attachment for successful completion of the Deliverable, as solely determined by DEO.

Deliverable: Direct Client Services and Hours of Operation

- (1) Subrecipient shall provide services to a minimum of one household per month and shall have its main administrative office(s) open for business, with the entrance door open to the public, and at least one employee on site Monday through Friday, during the hours of 8:00 am to 5:00 pm. This operating hour requirement does not apply to Subrecipient's outreach locations (Minimum Level of Service).
- (2) Subrecipient shall submit a revenue and expense statement supporting costs in sufficient detail to evidence such costs were allowable, reasonable, allocable, and necessary to serve eligible clients.
- (3) Subrecipient shall each month submit a Monthly Financial Activity as described in this Attachment.

C. FINANCIAL CONSEQUENCES

- (1) Failure to successfully complete the Minimum Level of Service for the above Deliverable, as determined by DEO in its sole discretion, will result in nonpayment. DEO shall not reimburse any expenditures associated with the Deliverable not accepted by DEO as successfully completed; however, this does not preclude Subrecipient from receiving payment for such expenditures upon successful completion of the Deliverable.
- (2) The Financial Consequences identified in this Agreement do not preclude Subrecipient from being subject to "Debarment and Suspension" as prescribed by DEO. When a Subrecipient fails to comply with the terms of this Agreement, a temporary suspension of funding for enforcement purposes may be instituted.

D. DEFINITIONS

- (1) "Administrative Expense" – Those costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with financial and administrative management of the program.
- (2) "Applicant" – A person or persons who has submitted or requested an application for services.
- (3) "Application Date" – The date the application is completed (whether by self or with assistance), signed by the Applicant, and verified by Subrecipient's staff. This date shall not be changed.
- (4) "Application Receipt" – The date an Applicant first submits an application for assistance.

- (5) "Client" – An Applicant, household, or customer whose application for assistance has been approved.
- (6) "Crisis Assistance" – Assistance provided to an Applicant with no access to, or in danger of losing access to, needed home water and/or wastewater services. Subrecipient may provide up to two (2) Crisis Assistance benefits per year.
 - (a) A maximum of one (1) Home Water Crisis Assistance benefit may be applied to a Client's account to reconcile arrearages and restore water and/or wastewater services up to the maximum benefit amount allowable according to those designated in the LIHWAP manual, within a twelve (12) month period.
 - (b) A maximum of one (1) Home Water Crisis Assistance benefit may be applied to a Client's account to reconcile any fines or fees that would disrupt reconnection to water and/or wastewater services up to the maximum benefit amount allowable according to those designated in the LIHWAP manual, within a twelve (12) month period.
- (7) "Eligible Actions" – An action which provides for an intervention to mediate a crisis situation. All applications for Crisis Assistance must be acted upon by Subrecipient with an Eligible Action taken to mediate the crisis within eighteen (18) hours of Application Receipt. Eligible Actions include:
 - (a) Approval of application;
 - (b) Denial of application pending further information;
 - (c) Denial of application because Applicant is deemed ineligible;
 - (d) Contact utility vendor to halt water and/or wastewater disconnection or interruption in services; or
 - (e) Written referral to, along with providing Applicant assistance in contacting, another agency if LIHWAP funding is not available or the Applicant is ineligible.
- (8) "Home Water Assistance" – Assistance provided to an Applicant to reduce the Applicant's overall home water burden. Subrecipient must provide at least one (1) Home Water Assistance benefit per calendar year.
 - (a) A Client may not receive more than one (1) Home Water Assistance benefit per calendar year.
 - (b) The benefit is not contingent upon current or past due amounts and can be used as a direct credit to the Client's account.
 - (c) May be used to pre-pay home water and/or wastewater services up to the amount the Client is eligible to receive.
 - (d) Must follow the current benefit payment matrix provided by DEO.
- (9) "Household Water Crisis" – shall be defined as having no access or being in immediate danger of losing access to needed household water and/or wastewater services because of any of the following:
 - (a) The Applicant's household water source and or wastewater services have been cut off;
 - (b) The Applicant has been notified that the household water source and or wastewater services is going to be cut off or disconnected;
 - (c) The Applicant has received a notice indicating their home water and/or wastewater utility is delinquent or past due;
 - (d) The Applicant is unable to get delivery of water, does not have access to water, or is in danger of losing access to water and/or wastewater services;
 - (e) The Applicant has a bill for which the due date has lapsed; or
 - (f) The Applicant has other problems with access to clean drinking water and/or wastewater services to their home, such as needing to pay a deposit or needing interim emergency measures to avoid further crisis.
- (10) "Outreach Expenses" – costs incurred in delivering LIHWAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake, costs for advertising, costs for application supplies and storage of client files.

(11) "Reasonable Promptness" – Means within fifteen (15) working days of Application Receipt.

E. PROGRAM TASKS & REQUIREMENTS

- (1) Subrecipient will administer the LIHWAP Program in accordance with information and directives provided in DEO-issued Information Memorandum notifications, DEO-issued policy directives (If any), applicable federal law, and this Agreement.
- (2) Subrecipient shall develop an outreach plan and conduct and document outreach activities designed to ensure that eligible households, especially households with elderly or disabled individuals, young children, and those with the highest home water burden are made aware of the assistance available under this Agreement. The outreach plan must be submitted to DEO within sixty (60) days of funding award.
- (3) Subrecipient shall assist each Applicant in securing help through other community resources when LIHWAP funds are not available or are insufficient to meet the emergency home water and/or wastewater needs of an Applicant.
- (4) Subrecipient shall maintain the following written policies:
 - (a) A written policy that outlines its procedure and requirements for conducting home visits to home-bound Applicants, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
 - (b) A written policy to secure Applicants' social security numbers in order to protect their identity. At a minimum, this policy shall address the handling of both paper and electronic records and files. Subrecipient shall, in collecting Applicants' social security numbers, use the Notice Regarding Collection of Social Security Numbers. The Notice shall be signed by the Applicant and maintained in the Client file.
 - (c) A written policy to assure that all water and/or wastewater vendors to which water assistance payments are made comply with the requirements of section H of this Attachment.
 - (d) A written policy on how to document and verify that an Applicant meets the definition of a Home Water Crisis and is eligible for Crisis Assistance.
 - (e) A written policy to ensure that LIHWAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.
 - (f) A written policy for determining Applicant's eligibility for receiving benefits under the LIHWAP program.
 - (g) A written appeals and complaint policy that provides an opportunity for a fair administrative hearing to Applicants or Clients whose applications for assistance are denied or whose applications are not acted upon with Reasonable Promptness. Subrecipient shall post its appeal and complaint policy in a prominent place within Subrecipient's office viewable by all Applicants and Clients.
- (5) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish a written Notice of Denial and Appeals for each Applicant denied assistance. At a minimum, the written Notice of Denial and Appeals shall contain:
 - (a) Name of Applicant;
 - (b) Date of Application;
 - (c) Type of benefits sought;
 - (d) Reason(s) for denial;
 - (e) Statement on Subrecipient's benefit limits, if applicable;
 - (f) Statement of appeals process;
 - (g) Explanation of the circumstances under which the Applicant may reapply;
 - (h) Explanation of the information or documentation needed for the Applicant to reapply;
 - (i) Name, phone number, and address applicable to the appeal process; and
 - (j) Number of days the Applicant has to file the appeal.
- (6) At a minimum, Subrecipient's appeals process must provide an opportunity for an Applicant or Client

to file a written appeal or complaint with Subrecipient's Program Supervisor within ten (10) working days of receipt of the written Notice of Denial and Appeal:

- (a) Upon receipt of a validly filed appeal or complaint, Subrecipient shall respond in writing within ten (10) working days.
 - (b) The Applicant or Client may appeal Subrecipient's first response by filing its objections to the response with Subrecipient's Director, Executive Director, or Board Chair, as applicable, within five (5) working days of receipt of the first response.
 - (c) Upon receipt of a validly filed objection to the first response, Subrecipient shall respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and, if applicable, the circumstances under which the Applicant or Client may re-apply for services.
- (7) Subrecipient shall make payments to water and/or wastewater vendors on behalf of eligible Applicants with the "highest home water needs and lowest household income," which will be determined by taking into account both the water burden and the unique situation of such Applicants that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.
 - (8) Subrecipient shall enter into a Memorandum of Understanding (MOU) with all Community Service Block Grants (CSBG) in its service area. The MOU will detail cooperative efforts and shall describe the actions that will be taken by both parties to assure coordination, partnership, and referrals. The Subrecipient shall review and renew the MOU at least every five (5) years. Subrecipient, in coordination with the local CSBG agency, shall develop a system by which LIHWAP Clients who have received more than three (3) LIHWAP benefits in the last eighteen (18) months and who are homeowners, are referred to the CSBG provider. Subrecipient shall maintain records sufficient to document referrals.
 - (9) Subrecipient shall enter into an MOU with service area providers for the Emergency Home Water Assistance for the Elderly Program (EHWAP). The MOU will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Subrecipient shall review and renew the MOU at least every two (2) years. The MOU will detail how LIHWAP and EHWAP records (for households with elderly members) will be checked to avoid duplicate Crisis Assistance payments during the same season. Subrecipient shall maintain records sufficient to document coordination.
 - (10) Subrecipients serving multi-county areas shall provide DEO with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on the 150% of poverty population within each of the counties served. This information must be reported in Subrecipient's Multi-County Fund Distribution Form.
 - (11) Subrecipient shall agree to treat owners and renters equitably under the Agreement.
 - (12) Subrecipient shall not charge Applicants a fee or accept donations from an Applicant to provide LIHWAP benefits. Subrecipient shall post the following statements in a prominent place visible to all Applicants and Clients: *"No money, cash or checks, will be requested or accepted from Applicants or Clients for LIHWAP services of any kind. If an employee asks for money, report this to the agency Executive Director or Department Head."*
 - (13) Subrecipient shall have a physical location and operate during hours available to Applicants and in accordance with the days and times as stated in section B. (1) of this Attachment.
 - (14) Subrecipient shall refund to DEO, with non-federal funds, all funds incorrectly paid on behalf of Clients that cannot be collected from the Client.
 - (15) Subrecipient shall have appropriate staff attend training sessions scheduled by DEO to cover LIHWAP policies and procedures.
 - (16) Subrecipient shall furnish training for all staff members assigned responsibilities within the program.
 - (17) Subrecipient shall be in a position to accept applications after execution of this Agreement and adequate funding is provided. Subrecipient shall continue taking applications until this Agreement expires or funds are exhausted, whichever comes first.

- (18) Subrecipient shall comply with the Federal Financial Accountability and Transparency Act (FFATA). This includes maintaining an active and current profile in the System for Award Management (SAM) (<http://www.sam.gov/SAM/>).
- (19) Subrecipient shall publish and publicize its local outreach office telephone number, as well as the days and times the outreach office is open. If applicable for the area served, Subrecipient shall have a toll-free telephone number.

F. CLIENT SERVICES AND BENEFITS

- (1) Subrecipient shall provide LIHWAP Household Water Assistance benefits based on the state provided LIHWAP Payment Matrix. The benefit amount is based on the household's income level as compared to the National Poverty Guidelines and the State Median Income (SMI).
- (2) The following maximum benefits will be available to eligible Applicants:
 - (a) One (1) Home Water Assistance Crisis Assistance benefit for the purpose of reconciling past due arrearages and restoring water and/or wastewater services per twelve (12) month period;
 - (b) One (1) Home Water Assistance Crisis Assistance benefit for the purpose of reconciling any fees or fines that would disrupt reconnection to water and/or wastewater services per twelve (12) month period; and
 - (c) One (1) non-Crisis Home Water Assistance benefit may be used to pre-pay for home water and/or wastewater service usage up to the maximum allowable benefit specified in the LIHWAP manual per twelve (12) month period.
- (3) Based on local need for LIHWAP services and other non-LIHWAP water assistance resources in its service area, Subrecipient may limit Crisis Assistance benefits to less than those stated in section F.(2) of this Attachment, but not less than one (1) Crisis Assistance benefit per year.
- (4) Subrecipient shall determine the correct amount of each Crisis Assistance benefit based on the minimum necessary to resolve the crisis, but not more than the maximum set by DEO. DEO will inform the Subrecipient of the maximum crisis benefit prior to the beginning of each program year.
- (5) When the Applicant is in a crisis situation the Subrecipient shall take one or more Eligible Actions that will resolve the emergency, within eighteen (18) hours of Application Receipt for a life threatening situation or forty-eight (48) hours of Application Receipt for a non-life threatening situation, using a Crisis Assistance benefit and documenting the Client file with which Eligible Action was used.
- (6) For all approved applications, Subrecipient shall make payments to vendors on behalf of approved Applicants no more than forty-five (45) calendar days from the Application Date.
- (7) Subrecipient shall, within fifteen (15) working days of the Application Date, furnish in writing to each approved Applicant a Notice of Approval and Appeals which includes:
 - (a) Type and amount of assistance;
 - (b) Name of the water vendor to be paid on the Client's behalf;
 - (c) The next date when the Client will be eligible to apply for further assistance; and
 - (d) Subrecipient's Appeal policy.
- (8) For Crisis Assistance Applicants, Subrecipient shall compare LIHWAP records and EHWAP records for households with elderly members to avoid duplicate Crisis Assistance payments during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement.
- (9) Applicant eligibility shall be based on the following factors:
 - (a) Subrecipient may only assist Applicants who are, or were, residing in its LIHWAP service area at the time the home water costs were incurred.
 - (b) The Applicant must complete an application and return all required information and verification to Subrecipient or subcontractor.

- (c) The Applicant must provide a utility bill verifying an obligation to pay home water and/or wastewater costs.
- (d) The Applicant must have a total gross household income of not more than 150% of the current OMB federal poverty level for their household's size.
- (e) To receive a Crisis Assistance benefit, the Applicant must meet the requirements of having a verifiable Household Water Crisis as this term is defined in section D. (9) of this Attachment.
- (f) If the Applicant lives in government subsidized housing, Subrecipient shall determine if all or part of Applicant's utility costs are paid directly or indirectly by the government and then take the following appropriate action:
 - (i) Subrecipient shall not provide assistance to an Applicant if Applicant's home water and/or wastewater costs are totally included in Applicant's rent and Applicant has no obligation to pay any portion of the costs.
 - (ii) For Crisis Assistance Only: If the Applicant receives a water and/or wastewater service subsidy through Section 8 or a Public Housing Authority, then Subrecipient shall subtract the amount of the subsidy available to the Applicant during the period covered by the utility bill from the allowable LIHWAP crisis benefit calculated for the household.
 - (iii) For Home Water Assistance Only: If utility costs are not paid directly or indirectly by a government entity, the Applicant is eligible for a Home Water Assistance benefit with no deductions at the same level as other Applicants.
- (g) The Applicant must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.
- (h) The Applicant must not be a student living in a dormitory.

(10) Calculation of income eligibility:

- (a) Use the past thirty (30) days earnings for all occupants of the household annualized, or the Applicant's most current economic situation, whichever is lower.
- (b) Reference the current year Sources of Allowable Income to determine what is and is not considered as allowable income.
- (c) Total household income cannot exceed the 150% poverty level as set forth in the Federal Poverty Guidelines (FPG) or 60% of the State Median Income (SMI), whichever is higher.
- (d) If an Applicant cannot document household income and does not receive food stamps, the Subrecipient shall accept a signed self-declaration of income statement that adequately explains exceptional circumstances and gives the amount of the Applicant's income.
- (e) No household may be excluded solely on the basis of income if the household income is less than 110% of the poverty level.

G. CLIENT RECORDS

Subrecipient shall maintain information in a file for each LIHWAP Client that includes at least the following information:

- (1) Client's name, address, sex, and age, and customer name on utility account (if not the Client);
- (2) Names, ages, and current identification documentation (no more than one year expired) of all household members;
- (3) Social Security Numbers and documentation of such numbers for all household members or the citation to the applicable exemption;
- (4) Signed Notice Regarding Collection of Social Security Numbers;
- (5) Income amount and method of verification for all household members;
- (6) Income documentation to support eligibility;

- (7) Signed statement of self-declaration of income, if applicable;
- (8) Signed statement of how basic living expenses, such as food, shelter, and transportation are being provided if the total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;
- (9) Copies of approval or denial letters, including appeal procedures, provided to the Client;
- (10) Documentation of disability income or physician's statement if preference or additional benefit provided due to a disability;
- (11) Documentation of Client's obligation to pay the water bill for the residence in which Client resides;
- (12) Signed Authorization for Release of General and/or Confidential Information for LIHWAP Data, or notation that the Client did not sign the waiver;
- (13) Utility Account Number;
- (14) If LIHWAP prevented disconnection or restored a water disruption and/or wastewater service; and
- (15) A signed LIHWAP application with signatures of the Applicant, Subrecipient's representative, and supervisory staff.

H. WATER and WASTEWATER VENDORS

- (1) Unless special circumstances exist which permit Subrecipient to make a payment in the form of a two-party check made payable to the Client and the water vendor, Subrecipient shall negotiate and maintain written agreements (the "Vendor Agreement") with water vendors which must at a minimum include:
 - (a) The beginning and ending date of the Vendor Agreement.
 - (b) The name and/or title of key contact staff with both the Subrecipient and energy vendor who are authorized to resolve a crisis situation and make a payment commitment on behalf of a Client.
 - (c) A description of how Subrecipient shall make water payments directly to the water vendor on behalf of LIHWAP Clients.
 - (d) Assurances from the water vendor that no household receiving LIHWAP assistance will be treated adversely by the water vendor because of such assistance under applicable provisions of state law or public regulatory requirements.
 - (e) Assurances from the water vendor that it will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
 - (f) A statement that only water related elements of a utility bill are to be paid. No electric charges may be paid except if required by the water vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the Client or Subrecipient.
 - (g) A statement that Subrecipient may not pay for charges that result from illegal activities such as a bad check or meter tampering. A statement that the water vendor is aware that those charges are the responsibility of the Client.
 - (h) A statement that the water vendor is aware that when the benefit amount does not pay for the complete charges owed by a Client, the Client is responsible for paying the remaining amount owed.
 - (i) Details on how the water vendor will assist Subrecipient in verifying the LIHWAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the amount necessary to resolve the crisis situation.
 - (j) Subrecipient's commitment to make payment to the water vendor no more than forty-five (45) calendar days from the Application Date.
 - (k) A statement that the water vendor is aware that if LIHWAP payments made to the water vendor cannot be applied to the Client's account, the funds will be returned to Subrecipient or, with Subrecipient's approval, applied to another eligible Client's account.
- (2) If the water vendor will participate in the Annual Performance Measure Data Collection, the Vendor Agreement shall also contain:

- (a) An assurance that the Subrecipient shall collect signed Authorization for Release of General and/or Confidential Information for LIHWAP Data from eligible Applicants who choose to allow their data to be collected as part of the annual performance measures and ensure the signed releases are available for inspection by the water vendor.
 - (b) An assurance that the water vendor is aware that as long as signed Authorizations for Release of General and/or Confidential Information for LIHWAP Data are collected and available, the water vendor will provide the requested customer data to DEO.
- (3) The water vendor must be in "active" status with the State of Florida: <http://sunbiz.org/search.html> and the water vendor's name must be checked on SAMS at <https://www.sam.gov>. The name on the Vendor Agreement must match the legal business name on the State of Florida website. Municipal providers are excluded from this requirement.
 - (4) The Vendor Agreement must be reviewed by both parties at least every two (2) years.
 - (5) The Vendor Agreement must be signed by upper level management of both Subrecipient and the water vendor authorized to enter into such commitments.

2. REPORTS

Subrecipient shall submit the following reports to DEO as specified below.

A. ANNUAL REPORTS

- (1) IRS Form 990: Subrecipients that are below the \$750,000 threshold for all Federal awards in its fiscal year, are non-profit entities, and exempt from the Federal Single Audit Act requirements, shall submit with its Agreement proposal a copy of its most recent IRS Form 990.
- (2) LIHWAP Annual Household Report: Subrecipient shall complete and submit the LIHWAP Annual Household Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.
- (3) LIHWAP Annual Performance Measures Report: Subrecipient shall complete and submit the LIHWAP Annual Performance Measures Report on an annual basis. Subrecipient shall be notified in writing of the due date and submission requirements.

B. MONTHLY REPORTS

- (1) Subrecipient shall submit to DEO the LIHWAP Monthly Financial Activity no later than the 21st day of each month following the end of the reporting month in which funds were expended. Subrecipient shall submit the Financial Activity regardless of whether funds were expended. DEO will make its determination whether to reimburse Subrecipient's costs based on Subrecipient's successful completion of deliverables, as evidenced by information contained in and submitted with the Financial Activity. Only with prior approval by DEO will more than one (1) reimbursement be processed for any calendar month. The Monthly Financial Activity must be submitted in DEO's current electronic financial management system and a signed copy submitted via facsimile or electronic mail by the due date. In the event the twenty-first day of the month falls on a weekend day or holiday, the Monthly Financial Activity shall be due on the next business day.
 - (a) Each Monthly Financial Activity shall contain the following information, at a minimum:
 - (i) all expenditures that occurred during the reporting month,
 - (ii) the amount of reimbursement requested, and
 - (iii) the number of Clients served.

- (b) An authorized signatory shall sign, date, and attest to the veracity of each Monthly Financial Activity. Subrecipient's submission of a signed and completed Monthly Financial Activity is Subrecipient's acknowledgement and certification that all expenditures listed therein: are reasonable, necessary, allowable, and allocable; were expended in accordance with the terms and conditions of this Agreement as well as all applicable federal, state, and local laws, regulations and written guidance; and have been reconciled with supporting documentation by Subrecipient, which is readily available to Recipient upon request.
 - (c) DEO shall review each Monthly Financial Activity for compliance with the requirements as stated in this Attachment of this Agreement.
 - (2) Subrecipient shall submit the Monthly Client Services Report via the current online client tracking and reporting system to DEO no later than the 21st day of each month following the end of the reporting month in which Clients were served.
 - (3) Subrecipient shall submit the Monthly Outreach Report to DEO no later than the 21st day of each month following the end of the reporting month in which outreach was conducted.
- C. MONITORING REPORT RESPONSES**
- Subrecipient shall provide a written response to DEO for all monitoring report findings or concerns no later than thirty-five (35) calendar days from the date of the original monitoring report. DEO shall notify Subrecipient of the due date for any subsequent monitoring report responses as may be required. If the 35th day falls on a weekend day or holiday, the response to the original report shall be due on the next business day. Subrecipient may request an extension in writing for DEO's review and approval.
- D. COST ALLOCATION PLAN**
- Per title 45 C.F.R. § 75.405, Subrecipient is required to have written financial management systems procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the cost principles and terms and conditions of the award. To document this, Subrecipient must submit a copy of its written Cost Allocation Plan to DEO with this Agreement.
- E. INDIRECT COST RATE PROPOSAL**
- Subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate negotiated between such subrecipients, and the Federal Government. If no such rate exists, then Subrecipient shall have either a rate negotiated with DEO (in compliance with 45 C.F.R. Part 75), or a de minimis indirect cost rate as set forth in 45 C.F.R. §75.414(f). Subrecipient shall submit its current Indirect Cost Rate Proposal to DEO with this Agreement. If Subrecipient chooses to use the de minimis rate, Subrecipient shall make sure it is legally entitled to use that rate and include a statement to DEO to that effect with this executed Agreement. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge indirect costs.
- F. OTHER REPORTS**
- Upon reasonable notice, Subrecipient shall provide such additional program updates, reports, and information as may be required by DEO, including supporting or source documentation for any reports identified above in this Attachment.
- G. CLOSE-OUT REPORT**
- The LIHWAP Close-Out Report is due forty-five (45) calendar days after termination of the Agreement or forty-five (45) calendar days after completion of the activities contained in the Agreement, whichever occurs first. If the forty-fifth (45th) calendar day falls on a weekend day or holiday, the Close-Out Report shall be due on the next business day. Subrecipient shall submit original signed documents to DEO that include, at a minimum, the Close-Out Cover Sheet, the LIHWAP Final Financial Status Report, property inventory and accrual report, report on interest bearing accounts, a refund check for any unspent funds, if applicable, and a refund check for any interest earned on advances, if applicable.

H. SUBMISSION

Unless otherwise noted, reports shall be submitted to Subrecipient's designated Contract Manager as assigned by DEO and delivered by standard mail or electronic mail using the contact information provided in Paragraph 15 of this Agreement.

3. PROGRAM STATUTES AND REGULATIONS

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35), as amended, and the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards 45 C.F.R., Part 75" (hereinafter referred to as the "Uniform Guidance"). If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 48 C.F.R. 31.2. Executive Order 12549, Debarment and Suspension from Eligibility for Financial Assistance (Non-procurement) and the following Federal Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this Agreement:

- (1) Part 16 – Procedures of the Departmental Grant Appeals Board;
- (2) Part 30 – Claims Collection;
- (3) Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
- (4) Part 81 – Practice and Procedure for Hearings Under Part 80 of this Title;
- (5) Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
- (6) Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance;
- (7) Part 87 – Equal Treatment for Faith Based Organizations;
- (8) Part 91 – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from HHS;
- (9) Part 93 – New Restrictions on Lobbying;
- (10) Part 96 – Block Grants; and
- (11) Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and activities.

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

As required by Section 508 of Public Law 103-333, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Subrecipients receiving Federal funds, including but not limited to State and local governments and Subrecipients of Federal research grants, shall clearly state:

- (1) the percentage of the total costs of the program or project which will be financed with Federal money,
- (2) the dollar amount of Federal funds for the project or program, and
- (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

C. INTEREST FROM CASH ADVANCES

Subrecipients shall invest cash advances in compliance with 45 C.F.R. § 75.305, Payment, paragraph (b)(8).

D. PROGRAM INCOME

Pursuant to 45 C.F.R. § 75.307 Subrecipient 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. The amount of program income and its disposition must be reported

to DEO at the time of submission of the final close-out report. Expenditure of program income balances at Agreement end must be approved by DEO.

E. BONDING

- (1) **Non-Profit Organizations:** Subrecipient shall purchase a blanket fidelity bond covering all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount equal to at least one-half of the total LIHWAP agreement amount. Subrecipient shall submit documentation prior to execution of this Agreement.
- (2) **Local Governments:** Subrecipient shall purchase a fidelity bond in accordance with section 113.07, F.S. The fidelity bond must cover all officers, employees and agents of Subrecipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Subrecipient shall submit documentation prior to execution of this Agreement.

F. MONITORING

- (1) DEO shall conduct a full onsite review of Subrecipient at least once during each three-year period. Subrecipient shall allow DEO to carry out monitoring, evaluation and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Subrecipient contracts to carry out program activities.
- (2) DEO shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Subrecipient or determination by DEO of Subrecipient need.
- (3) DEO shall conduct follow-up reviews including prompt return visits to Subrecipients that fail to meet the goals, standards, and requirements established by the State and federal funding agency.

G. OTHER PROVISIONS

- (1) Subrecipient shall budget a minimum of twenty-five percent (25%) of the total Agreement funds for Household Water Assistance.
- (2) Subrecipient shall budget a minimum of two percent (2%) of the total NFA funds awarded for a program year for Weather Related/Supply Shortage emergency assistance. These funds must be held in the Weather Related/Supply Shortage budget line item category for each NFA until the end of the corresponding program year, for use in response to a possible disaster. These funds will only be used during state or federal emergencies declared officially by the President, the Governor, or the Secretary of DEO. In the event of an emergency being officially declared, if Subrecipient or DEO finds that two percent (2%) of the Weather Related/Supply Shortage emergency assistance budget is not sufficient to meet the emergency, Subrecipient may draw from other budgeted line items, up to fifty percent (50%) of the total NFA budget, without additional written authorization. When funds are distributed for a weather-related/supply shortage emergency, DEO will provide binding directives as to the allowable expenditures of the funds. After the end of the program year, if no emergency has been declared, DEO will release the corresponding NFA funds and Subrecipient will allocate these funds to the crisis or home energy budget line item. Subrecipient shall comply with these directives or agree that these funds will remain with DEO.
- (3) In addition to the record keeping, public records, and audit requirements contained in sections 9 and 19 of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of Subrecipient.
- (4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, Subrecipient shall cooperate with, and upon DEO's written request, participate with DEO in the hearing.
- (5) Subrecipient shall maintain records sufficient to allow DEO to determine compliance with the requirements and objectives of Attachment A and all other applicable laws and regulations.

4. LIHWAP ASSURANCES

Subrecipient hereby assures and certifies as a condition of receipt of LIHWAP funds, that it, and its subcontractors, shall comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHWAP funds, Subrecipient assures and certifies that:

- A. Subrecipient possesses the legal authority to administer the program as approved by Subrecipient's governing body, including all assurances contained herein.
- B. Subrecipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of DEO, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with prescribed management policies of DEO.
- C. Subrecipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.
- D. Subrecipient will give DEO, the Auditor General, or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any subcontractor.
- E. Subrecipient will comply with all of the provisions and practices outlined in DEO's most current LIHWAP Program Monitoring Field Manual.
- F. Subrecipient will comply with non-discrimination provisions, in accordance with Florida Statutes; Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86, and 90.
- G. Subrecipient will comply with section 2609 of Public Law 97-35, as amended, which prohibits use of LIHWAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- H. This Agreement and all its attachments are true and correct.
- I. Subrecipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
- J. Administration of this program has been approved by Subrecipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.
- K. Subrecipient shall comply with Title X, Part C of Public Law 103-227, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Subrecipient shall include the above language in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. Subrecipient certifies that it will or will continue to provide a drug-free workplace as set forth by the regulations implementing the Drug-Free Workplace Act of 1988: 45 C.F.R. part 76, subpart F, Sections 76.630(c) and (d)(2).

ATTACHMENT F
TRANSPARENCY REQUIREMENTS

1. The Subrecipient shall ensure that they comply with all the requirements outlined in federal law and applicable state policy.
2. The Subrecipient shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR Part 25, appendix A. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
3. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Subrecipient, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Subrecipient, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Subrecipient agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800- 96ABUSE, or via the web reporting option <https://myflfamilies.com/service-programs/abuse-hotline/report-online.shtml> or via fax at 1-800-914-0004.
4. Consistent with 2 CFR 200.113 and 45 CFR 75.113, the Subrecipient must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Subrecipient shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding relating to any programs or projects for which Subrecipient receives funds authorized by this agreement upon execution of this Agreement.
5. For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
6. In compliance with section 286.25, Florida Statutes, the Subrecipient will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.
7. The Subrecipient shall maintain a purchasing procedure. The Subrecipient's purchasing procedure must, at minimum:
 - A. Ensure that all purchasing decisions are conducted in a transparent manner;
 - B. Foster competition to ensure that the Subrecipient receives the best value possible;
 - C. Require approvals in accordance with the Subrecipient's guidelines, prior to entering into a contract that is exempt from a competitive process because the services or commodities are available only from a single source; and
 - D. Require that the Subrecipient take advantage of state term contracts negotiated by the Florida Department of Management Services to the greatest extent possible.
8. The Subrecipient shall maintain an employee ethics code modeled after the provisions of Chapter 112, Florida Statutes, which addresses prohibitions on: the acceptance of gifts, self-dealing, unauthorized compensation, conflicting employment or contractual relationships, inappropriate disclosure and use of information, and nepotism.
9. All Subrecipient travel expenses for this Agreement must be in accordance with section 112.061, Florida Statutes.

-End of Attachment F-

2021-23 LIHWAP ALLOCATION INSTRUCTIONS

Section 1: General Instructions

- * Agencies must use the forms provided. DEO will reject submissions using older forms.
- * The forms for this NFA budget are included within this Excel workbook. The forms are to be completed and returned electronically to your DEO contract manager.

Section 2: Subrecipient Information

- Complete this form in its entirety.

Section 3: Budget Summary and Workplan

- The Subrecipient must complete the Budget Summary and Workplan, which is a composite of the Budget Detail. Round all figures up to the nearest dollar. The numbers reported here must match with the Budget Detail.

Section I. Budget Summary

Line 1: LIHWAP Funds: Enter the total amount of the LIHWAP award (allocation). This amount is provided by your NFA award.

Line 2: Subrecipient Administrative Expenses: The total amount on this line cannot exceed 5% of the total LIHWAP allocation noted on Line 1. Administrative Expenses include costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with financial and administrative management of the program. A Maximum Administrative Expense calculation is provided to assist you. If the calculation provided gives a non-rounded dollar amount, you MUST round DOWN.

Example: Maximum Administrative Expense Calculation = \$15,081.87
 Maximum Amount of Administrative Expense you can claim = \$15,081.00 (not \$15,082.00)

Line 3: Outreach Expenses – Outreach Expenses are those costs incurred in delivering LIHWAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake. Outreach expenses may not exceed 5% of the total allocation (line 1). A Maximum Outreach Expense calculation is provided to assist you. If the calculation provided gives a non-rounded dollar amount, you MUST round DOWN.

Example: Maximum Outreach Expense Calculation = \$15,081.87
 Maximum Amount of Outreach Expense you can claim = \$15,081.00 (not \$15,082.00)

Line 4: Rate Reduction – Budget the amount of funds you plan to spend on currently due bills for Drinking Water and Waste Water on this line.

Line 5: Arrearage – Budget the amount of funds you plan to spend on past due bills for Drinking Water and Waste Water on this line.

Line 6: Total Direct Client Assistance - This is the total of the amounts listed in lines 4 and 5. The value will calculate automatically.

Line 7: Grand Total – This is the total of the amounts listed in lines 2, 3, and 6. The value will calculate automatically. This number must be equal to the total allocation on line 1.

Section II. Workplan

In this section estimate the number of households you will provide energy assistance to by type of LIHWAP assistance. Estimate the average amount (cost) of each type of assistance (benefit). The worksheet will automatically multiply the estimated number of households by the average cost of the benefit to estimate the expenditures for each type of assistance. The estimates must agree with the corresponding Budget Summary entry and total to an amount that is within the estimated cost of one benefit.

Example:	Rate Reduction =	\$25,983	# of Benefits:	104	x	Cost Per	\$250	\$26,000
	Arrearage =	\$15,905	# of Benefits:	33	x	Cost Per	\$475	\$15,675
	Total =	\$41,888		137				\$41,675

Section 4: Administrative and Outreach Expense Budget Detail

The narrative given on this form must be sufficient to explain each Budget Summary line item's allowability, allocability and reasonableness. Provide explanations and descriptions of all costs to be incurred with these funds. Small items such as office supplies may be categorized. Any equipment purchases must be acquired and accounted for according to the OMB Uniform Guidance, and property, management, and procurement standards. All budgeted amounts from the Budget Summary, must be itemized and detailed here. The Budget Detail must follow the format reflected in the "Sample Budget Detail." Budget detail not submitted in this format will be rejected and will delay availability of funds. Each Subrecipient is required to provide budget detail for all anticipated expenses. Subtotal all items within a budget line. Report the line item subtotal on the Budget Summary.

Budget Line Item Number: This column ties the expense detail to the line item on the Budget Summary.

Administrative Expenses:

Salaries, Wages and Fringe Benefits -

This is the total compensation paid for the direct labor of persons employed by the agency and the gross amount of funds expended for job-related benefits (health insurance, life insurance, retirement contributions, taxes, etc.). Include all positions by title to be paid with these funds. Detail the funding sources and estimated number of hours, hourly wage and estimated salary to be paid by LIHWAP. Identify sources for the balance of salary for any position where LIHWAP funds are used to pay less than 100% of the salary. Percentages must be supported by the submitted cost allocation plan, and add correctly when calculated.

Space Cost and Rental -

Space cost and rental may include rented or leased space, use allowances and depreciation expenses for agency-owned office space, and payments for water, electricity, gas, etc., which are not furnished under the lease agreement. May include costs for maintenance, janitorial, pest extermination and refuse removal services.

Consumable Supplies -

All types of office or maintenance supplies consumed or materially altered when used including small equipment with a new purchase price of less than \$500. Provide adequate explanation of each budgeted item. Small items such as office supplies may be grouped together as long as no single purchase will exceed \$1,000. Avoid using words like "other", "misc" or "etc" as these are not description enough and further explanation will be required.

Equipment Lease/Purchase -

Non-expendable personal property costing over \$500 and having a useful life in excess of one year. May include payments for photocopy machines, postage machines, computers, etc. Provide adequate explanation of each budgeted item.

Travel Expenses -

a. Travel costs may be either in-state or out-of-state and include agency vehicle related expenses and employee and board member travel on program related business. The cost of automobile repairs or maintenance and fuel are included in the mileage reimbursement and may not be budgeted or claimed separately. Budgeted expenditures for automobile mileage and travel reimbursement may not exceed the approved State of Florida rates as follows:

CURRENT PER DIEM RATES

Breakfast:	\$6.00	Daily Per Diem:	\$80.00 (\$20 per quarter)
Lunch:	\$11.00	Mileage:	.445/mile
Dinner:	\$19.00		

b. NOTE: Per F.S. 112.061(15), "CLASS C TRAVEL.—Moneys appropriated from the State Treasury may not be used to pay per diem or subsistence related to Class C travel." Travel expenses for non-overnight trips (Class C) may *not* include subsistence, meals or per diem when paid for with LIHEAP funds.

\$1,000 Purchases -

Any single item purchase costing more than \$1,000, including services, must be fully explained in the Budget Detail. This includes, but is not limited to, equipment, contracts for services such as computer or equipment maintenance, purchases made for internal agency use, and purchases made for clients.

Other -

Other costs may include items such as liability, vehicle, and directors/offices insurance premiums (not employee benefits), publications, printing, employee development (must be explained), telephone, internet/cable, and postage.

Section 5: Multi-County Fund Distribution

- a. This must be completed by all Subrecipients.
- b. All agencies must enter the number of counties in which they will provide LIHWAP services. If the agency only provides services in one county, no additional information is required. If the agency will provide LIHWAP services to more than one county, they must complete the Data Source and Description block and provide their distribution calculation. The plan must be in part based on the 150% of poverty population according to the U. S. Census for each county (see Poverty Population tab).

Section 6: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

- a. This form must be completed by all Subrecipients.
- b. If your agency will not be using subcontractors fill in Section A with "Not Applicable" or "N/A." If your agency will use subcontractors, then you must complete one form for *each* subcontractor. Fill in Section B with the subcontractor's name and complete all of the Subcontractor Information section.

2021-23 LIHWAP ALLOCATION INSTRUCTIONS

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Breakfast:	\$6.00	Daily Per Diem:	\$80.00 (\$20 per quarter)
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Dinner:	\$19.00		

b. NOTE: Per F.S. 112.061(15), "CLASS C TRAVEL.—Moneys appropriated from the State Treasury may not be used to pay per diem or subsistence related to Class C travel." Travel expenses for non-overnight trips (Class C) may *not* include subsistence, meals or per diem when paid for with LIHEAP funds.

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Section 5: Multi-County Fund Distribution

- a. This must be completed by all Subrecipients.
- b. All agencies must enter the number of counties in which they will provide LIHWAP services. If the agency only provides services in one county, no additional information is required. If the agency will provide LIHWAP services to more than one county, they must complete the Data Source and Description block and provide their distribution calculation. The plan must be in part based on the 150% of poverty population according to the U. S. Census for each county (see Poverty Population tab).

Section 6: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

- a. This form must be completed by all Subrecipients.
- b. If your agency will not be using subcontractors fill in Section A with "Not Applicable" or "N/A." If your agency will use subcontractors, then you must complete one form for *each* subcontractor. Fill in Section B with the subcontractor's name and complete all of the Subcontractor Information section.

**2021-23 LIHWAP ALLOCATION
SUBRECIPIENT INFORMATION**

I. SUBRECIPIENT: City of Sanford AGREEMENT #: E2020

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

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

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Executive Director or Chief Administrator: Norton N. Bonaparte, Jr. City Manager
Address: 300 North Park Avenue City: Sanford, FL Zipcode: 32771
Telephone: 407-688-5009 Fax: 407-688-5002
Cell: N/A Email: nbonaparte@sanfordfl.gov
Mailing address if different from above
Mailing Address: P.O. BOX 1788 City: Sanford, FL Zipcode: 32771

b. Chief Elected Official for Local Governments or President/Chair of the Board for Nonprofits:
Name: Art Woodruff Title: Mayor
Address*: 300 North Park Avenue City: Sanford, FL Zipcode: 32771
Telephone: 407-688-5001 Fax: 407-688-5002 Email: art.woodruff@sanfordfl.gov
**Enter home or business address, telephone numbers and email other than the Subrecipient's*

c. For Public Agencies -Chair of Community Action Board:
Name: Norton Bonaparte Jr. Title: City Manager
Address*: 300 North Park Avenue City: Sanford, FL Zipcode: 32771
Telephone: 407-688-5009 Fax: 407-688-5002 Email: nbonaparte@sanfordfl.gov
**Enter home or business address, telephone numbers and email other than the Subrecipient's*

d. Official to Receive State Warrant:
Name: Norton Bonaparte Jr. Title: City Manager
Address: 300 North Park Avenue City: Sanford, FL Zipcode: 32771

e. Subrecipient Contacts
1. Program: Name: Maria Garcia Rivas Title: LIHEAP Program Coordinator
Address: 300 N.Park Avenue City: Sanford, FL Zipcode: 32771
Telephone: 407-688-5167 Fax: 407-688-5161
Cell: N/A Email: garciam@sanfordfl.gov
2. Fiscal: Name: Edwige Josue Title: Grants Accountant
Address: 300 N. Park Ave City: Sanford, FL Zipcode: 32771
Telephone: 407-688-5034 Fax: 407-688-5021
Cell: N/A Email: edwige.josue@sanfordfl.gov

f. Person(s) authorized to sign reports:
Name: Cynthia Lindsay Title: Finance Director
Name: Peter J.Staffieri Title: Finance Manager
Name: Nicole Osburn Title: Community Relations & Neighborhood Engagemnt Director

g. Subrecipient's FEID Number: 59-6000425 h. Subrecipient's UEI Number: 64779689
i. Hours of Operation: (Days) Monday thru Thursday (Hours) 7:00 a.m to 5:30 p.m

V. SUBRECIPIENT FISCAL YEAR: October 1 thru September 30
Ex: October 1 Ex: September 30

**2021-23 LIHWAP ALLOCATION
BUDGET SUMMARY AND WORKPLAN
(July 1, 2021 - September 30, 2023)**

SUBRECIPIENT: City of Sanford

AGREEMENT #: E2020

Instructions: Enter the appropriate figures in the bold boxes below. Use only whole dollar amounts; no cents.

SECTION I: Budget Summary

LIHWAP FUNDS ONLY			NFA #
			41267
			21-23 Budget Amount
1	LIHWAP FUNDS		\$568,801.00
ADMINISTRATIVE EXPENSES			
2	Salaries including Fringe, Rent, Utilities, Travel, Other <i>(Total cannot exceed 5% of Line 1; round down if needed.)</i>		\$28,440.00
	<i>Maximum Administrative Expense:</i>	\$28,440.05	
OUTREACH EXPENSES			
3	Salaries including Fringe, Rent, Utilities, Travel, Other <i>(Total cannot exceed 5% of Line 1; round down if needed.)</i>		\$28,440.00
	<i>Maximum Outreach Expense:</i>	\$28,440.05	
DIRECT CLIENT ASSISTANCE			
4	Rate Reduction <i>(full or partial payment of a currently due bill)</i>	Drinking Water	\$127,980.00
		Wastewater	\$127,980.00
5	Arrearage <i>(unpaid past due bill including reconnection charges, fees, and penalties)</i>	Drinking Water	\$127,980.00
		Wastewater	\$127,981.00
6	TOTAL DIRECT CLIENT ASSISTANCE (Lines 4 + 5)		\$511,921.00
7	GRAND TOTAL ALL EXPENSES (Lines 2 + 3 + 6)		\$568,801.00

Prior written approval from DEO's Grant Manager is required for any change to any of the above line item amounts. DEO will not reimburse costs of more than the total subaward amount of this Agreement (Line 1), and in no event shall Subrecipient's Administrative or Outreach Expenses (Line 2 & 3) exceed 5% each of the total subaward of this Agreement.

SECTION II: Workplan

Type of Assistance	Estimated # of Benefits to be Provided	Estimated Cost Per Benefit	Estimated Expenditures* (Est # x Est \$)
Rate Reduction - Drinking Water	359	\$356.00	\$127,804.00
Rate Reduction - Wastewater	359	\$356.00	\$127,804.00
Arrearage - Drinking Water	359	\$356.00	\$127,804.00
Arrearage - Wastewater	358	\$358.00	\$128,164.00
TOTAL	1435		\$511,576.00

* Estimated Expenditures given in the Workplan must be within one benefit values on Lines 4-6.

SECTION III: Indirect Costs

Please select ("X") the method that your agency uses to charge indirect costs. If your agency uses an Indirect Cost Rate please list the percentage used.

<input type="checkbox"/>	10 % de minimis	<input type="checkbox"/>	Indirect Cost Rate _____ (%)	<input checked="" type="checkbox"/>	Cost Allocation Plan
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SAMPLE BUDGET DETAIL

BUDGET LINE ITEM NUMBER	EXPENDITURE DETAIL Round up line item totals to dollars. Do not use cents and decimals in totals.	LIHWAP FUNDS
2	ADMINISTRATIVE EXPENSES	
	Executive Director 20% LIHEAP, 20% CSBG, 60% Head Start 2080 hrs x 20% x \$22.28/hr. = \$9,268	9,628
	Fiscal Officer 10% LIHEAP, 10% CSBG, 80% Head Start 2080 hrs. x 10% x \$17.00/hr. = \$3,536	3,536
	Fringe Benefits: FICA, UC, Health Insurance, Worker's Compensation and Retirement \$12,804 x 26.4% = \$3,380	3,380
	TOTAL ADMIN SALARIES AND FRINGE	16,544
	OTHER (Consumable office supplies, postage, files) 1,170 Liability/bonding insurance: 1,100 Audit: 5,000	1,170 1,100 5,000
	TOTAL OTHER	7,270
	TOTAL ADMINISTRATIVE EXPENSES	23,814
3	OUTREACH EXPENSES	
	OUTREACH WORKERS 100% LIHEAP 2080 hrs x \$15.00/hr = 31,200	31,200
	Fringe Benefits: FICA, UC, Health Insurance, Worker's Compensation and Retirement \$31,200 x 26.4% = \$8,237	8,237
	TOTAL OUTREACH SALARIES AND FRINGE	39,437
	OTHER RENT 1,000 sq. ft at \$2.25/sq. ft = \$2,250	2,250
	TRAVEL 1 person to FACA Annual Training Conference Estimated Cost: \$445 (Airfare, per diem, meals etc.) Estimated Local Mileage: 1,000 miles x .445/mile= \$445	445 445
	OTHER Consumable office supplies (such as pens, paper, files, envelopes) Postage (\$50/mo x 12 mos) Equipment Maintaince (\$100/mo x 12 mos)	500 600 1,200
	TOTAL OUTREACH OTHER EXPENSES	5,440
	TOTAL OUTREACH EXPENSES	44,877

2021-23 LIHWAP ALLOCATION
ADMINISTRATIVE AND OUTREACH BUDGET DETAIL (LINES 2 & 3)
(July 1, 2021 - September 30, 2023)

SUBRECIPIENT: City of Sanford

AGREEMENT: E2020

Line Item Number	Expenditure Detail <small>(Round all line items to dollars. Do not use cents and decimals in totals. Totals must agree with Attachment J)</small>	LIHWAP FUNDS
	ADMINISTRATIVE EXPENSES	
	Director of Community Relations and Neighborhood Engagement	
	10% LIHWAP, 25% LIHEAP and 65% Community Relations & Neighborhood Engagement	
	2080 hrs X 10% = 208 hrs X \$40.68/hr = \$8,461	8,461.00
	Fringe Benefits:(FICA, Health Insurance, Worker's Compensation and Retirement) 51% of salary = \$6,473	4,315.00
	TOTAL	12,776.00
	LIHWAP/LIHEAP Program coordinator	
	10% Administrative , 25% Admin ARP Budget and 65% Outreach	
	2080 hrs X 10% = 208 hrs X \$29.91 per/hr = \$6,221	6,221.00
	Fringe Benefits: (FICA, Health Insurance, Worker's Compensation and Retirement) 51% of salary = \$3,173	3,173.00
	TOTAL	9,394.00
	Other Administrative Expenses	
	Postage (\$75 per/month)	900.00
	Equipment rental/repair and maintenance (copier, telephones and computer) @ \$150.00 per/month	1,800.00
	Operating supplies case management software licenses 1 @ \$450.00 ea	450.00
	Consumable supplies (pens, paper, files, business cards and brochures etc)	1,910.00
	Mileage 225 miles per/month @ \$.445	1,201.00
	SUB-TOTAL	6,261.00
	TOTAL Admin Expenses	28,431.00
	OUTREACH EXPENSES	
	LIHEAP Program Coordinator 32%	
	2080 hrs. X 32% X \$29.91 = \$19,908	19,908.00
	Fringe Benefits: (FICA, Health Insurance, Worker's Compensation and Retirement) 51% of salary = \$10,153	10,153.00
	SUB-TOTAL	30,061.00
	Outreach Specialist 10%	
	2080 hrs. X 10% X \$12 per/hr = \$2,496	2,496.00
	Fringe Benefits: (FICA, Health Insurance, Worker's Compensation and Retirement) 51% of salary = \$1,272	1,272.00
	SUB-TOTAL	3,768.00
	TOTAL Outreach Expenses	33,829.00
	TOTAL	62,260.00

**2021-23 LIHWAP ALLOCATION
MULTI-COUNTY FUND DISTRIBUTION
(June 1, 2021 - September 30, 2023)**

Subrecipient: City of Sanford

Agreement: E2020

Number of Counties to be Served with this agreement:

<u>1</u>

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

Instructions: Enter the county name and poverty population in the cells below using the information located in the Poverty Population Tab (end of workbook). Percentages will automatically populate when the total direct client assistance amount and all three columns for each county are filled in.

NAME OF COUNTY	150% POVERTY POPULATION	COUNTY'S % OF POVERTY POPULATION IN SERVICE AREA	TOTAL DIRECT CLIENT ASSISTANCE	% OF AGENCY'S DIRECT CLIENT ASSISTANCE DOLLARS ALLOCATED TO THIS COUNTY
			\$511,921.00	
			COUNTY ALLOCATION	
Seminole	645,953	100.00%	\$645,953.00	126.18%
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
Total Budgeted Direct Client Assistance*	645,953	100.00%	645,953.00	126.18%

*Allocation must be equal to Budget Summary, Line 6.

**2021-23 LIHWAP ALLOCATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Subrecipient: City of Sanford

Agreement#: E2020

NOTE: Prior to issuing subawards or subcontracts under this Agreement, Subrecipient shall consult the System for Award Management (SAM) to ensure that organizations under funding consideration are eligible. The list is available on the web at <https://www.sam.gov>.

A. If the Subrecipient will not issue any subawards or subcontracts under this Agreement, the Subrecipient shall mark here that this form is Not Applicable: _____

B. If the Subrecipient will issue subawards or subcontracts under this Agreement, the Subrecipient shall complete the following information for each subcontractor:

(1) The prospective subcontractor of Subrecipient, _____ 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 Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

Subcontractor Information

Name of Subcontractor: _____

Address _____ City _____ St _____ Zip _____

Authorized Agent _____
(Print/Type Name & Title)

Signature _____ Date _____

POVERTY POPULATION BY COUNTY

Data compiled from the 2019 American Community Survey 5-year average

County	Poverty Population
Alachua	75,968
Baker	6,101
Bay	42,872
Bradford	7,178
Brevard	124,306
Broward	441,394
Calhoun	3,574
Charlotte	37,305
Citrus	39,337
Clay	39,736
Collier	76,710
Columbia	18,579
DeSoto	14,895
Dixie	5,668
Duval	227,883
Escambia	69,079
Flagler	23,910
Franklin	3,417
Gadsden	14,741
Gilchrist	5,228
Glades	3,850
Gulf	3,095
Hamilton	4,237
Hardee	11,214
Hendry	15,698
Hernando	45,328
Highlands	32,725
Hillsborough	341,483
Holmes	6,703
Indian River	34,848
Jackson	13,033
Jefferson	3,202
Lafayette	2,841
Lake	78,150

County	Poverty Population
Lee	166,456
Leon	79,757
Levy	14,084
Liberty	2,177
Madison	6,706
Manatee	81,925
Marion	93,819
Martin	29,205
Miami-Dade	821,648
Monroe	15,266
Nassau	13,230
Okaloosa	38,656
Okeechobee	13,819
Orange	346,794
Osceola	100,598
Palm Beach	317,234
Pasco	119,229
Pinellas	209,886
Polk	186,596
Putnam	27,846
Santa Rosa	29,281
Sarasota	70,376
Seminole	86,016
St. Johns	33,612
St. Lucie	79,880
Sumter	17,475
Suwannee	12,911
Taylor	5,702
Union	3,218
Volusia	132,165
Wakulla	5,510
Walton	15,012
Washington	8,138

**2021-23 LIHWAP ALLOCATION
SUBRECIPIENT INFORMATION**

I. SUBRECIPIENT: City of Sanford AGREEMENT #: E2020

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

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

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Executive Director or Chief Administrator: Norton N. Bonaparte Jr.
Address: 300 North Park Avenue City: Sanford, FL Zipcode: 32771
Telephone: 407-688-5009 Fax: 407-688-5002
Cell: N/A Email: nbonaparte@sanfordfl.gov
Mailing address if different from above
Mailing Address: P.O. BOX 1788 City: Sanford, FL Zipcode: 32771

b. Chief Elected Official for Local Governments or President/Chair of the Board for Nonprofits: Mayor
Name: Art Woodruff Title: Mayor
Address*: 300 North Park Avenue City: Sanford, FL Zipcode: 32771
Telephone: 407-688-5001 Fax: _____ Email: art.woodruff@sanfordfl.gov
**Enter home or business address, telephone numbers and email other than the Subrecipient's*

c. For Public Agencies -Chair of Community Action Board:
Name: Norton Bonaparte Jr. Title: City Manager
Address*: 300 North Park Avenue City: Sanford, FL Zipcode: 32771
Telephone: 407-688-5009 Fax: 407-688-5002 Email: nbonaparte@sanfordfl.gov
**Enter home or business address, telephone numbers and email other than the Subrecipient's*

d. Official to Receive State Warrant:
Name: Norton Bonaparte Jr. Title: City Manager
Address: 300 North Park Avenue City: Sanford, FL Zipcode: 32771

e. Subrecipient Contacts

1. Program: Name: Maria Garcia Rivas Title: LIHEAP Program Coordinator
Address: 300 N. Park Avenue City: Sanford, FL Zipcode: 32771
Telephone: 407-688-5167 Fax: 407-688-5161
Cell: N/A Email: garciam@sanfordfl.gov

2. Fiscal: Name: Edwige Josue Title: Grants Accountant
Address: 300 N. Park Ave City: Sanford, FL Zipcode: 32771
Telephone: 407-688-5034 Fax: 407-688-5021
Cell: N/A Email: edwige.josue@sanfordfl.gov

f. Person(s) authorized to sign reports:

Name: Cynthia Lindsay Title: Finance Director
Name: Peter J. Staffieri Title: Finance Manager
Name: Edwige Josue Title: Grant Accountant

g. Subrecipient's FEID Number: 59-6000425 h. Subrecipient's UEI Number: 64779689

i. Hours of Operation: (Days) Monday thru Thursday (Hours) 7:00 a.m to 5:30 p.m

V. SUBRECIPIENT FISCAL YEAR: October 1 thru September 30
Ex: October 1 Ex: September 30

**2021-23 LIHWAP ALLOCATION
BUDGET SUMMARY AND WORKPLAN
(July 1, 2021 - September 30, 2023)**

SUBRECIPIENT: City of Sanford

AGREEMENT #: E2020

Instructions: Enter the appropriate figures in the bold boxes below. Use only whole dollar amounts; no cents.

SECTION I: Budget Summary

LIHWAP FUNDS ONLY			NFA #
			41297
			21-23 Budget Amount
1	LIHWAP FUNDS		\$717,725.00
ADMINISTRATIVE EXPENSES			
2	Salaries including Fringe, Rent, Utilities, Travel, Other <i>(Total cannot exceed 5% of Line 1; round down if needed.)</i>		\$35,886.00
	<i>Maximum Administrative Expense:</i>	\$35,886.25	
OUTREACH EXPENSES			
3	Salaries including Fringe, Rent, Utilities, Travel, Other <i>(Total cannot exceed 5% of Line 1; round down if needed.)</i>		\$35,886.00
	<i>Maximum Outreach Expense:</i>	\$35,886.25	
DIRECT CLIENT ASSISTANCE			
4	Rate Reduction <i>(full or partial payment of a currently due bill)</i>	Drinking Water	\$162,953.00
		Wastewater	\$161,000.00
5	Arrearage <i>(unpaid past due bill including reconnection charges, fees, and penalties)</i>	Drinking Water	\$161,000.00
		Wastewater	\$161,000.00
6	TOTAL DIRECT CLIENT ASSISTANCE (Lines 4 + 5)		\$645,953.00
7	GRAND TOTAL ALL EXPENSES (Lines 2 + 3 + 6)		\$717,725.00

Prior written approval from DEO's Grant Manager is required for any change to any of the above line item amounts. DEO will not reimburse costs of more than the total subaward amount of this Agreement (Line 1), and in no event shall Subrecipient's Administrative or Outreach Expenses (Line 2 & 3) exceed 5% each of the total subaward of this Agreement.

SECTION II: Workplan

Type of Assistance	Estimated # of Benefits to be Provided	Estimated Cost Per Benefit	Estimated Expenditures* (Est # x Est \$)
Rate Reduction - Drinking Water	359	\$453.00	\$162,627.00
Rate Reduction - Wastewater	403	\$400.00	\$161,200.00
Arrearage - Drinking Water	403	\$400.00	\$161,200.00
Arrearage - Wastewater	402	\$400.00	\$160,800.00
TOTAL	1567		\$645,827.00

* Estimated Expenditures given in the Workplan must be within one benefit values on Lines 4-6.

SECTION III: Indirect Costs

Please select ("X") the method that your agency uses to charge indirect costs. If your agency uses an Indirect Cost Rate please list the percentage used.

10 % de minimis

Indirect Cost Rate _____ (%)

Cost Allocation Plan

SAMPLE BUDGET DETAIL

BUDGET LINE ITEM NUMBER	EXPENDITURE DETAIL Round up line item totals to dollars. Do not use cents and decimals in totals.	LIHWAP FUNDS
2	ADMINISTRATIVE EXPENSES	
	Executive Director 20% LIHEAP, 20% CSBG, 60% Head Start 2080 hrs x 20% x \$22.28/hr. = \$9,268	9,628
	Fiscal Officer 10% LIHEAP, 10% CSBG, 80% Head Start 2080 hrs. x 10% x \$17.00/hr. = \$3,536	3,536
	Fringe Benefits: FICA, UC, Health Insurance, Worker's Compensation and Retirement \$12,804 x 26.4% = \$3,380	3,380
	TOTAL ADMIN SALARIES AND FRINGE	16,544
	OTHER (Consumable office supplies, postage, files) 1,170 Liability/bonding insurance: 1,100 Audit: 5,000	1,170 1,100 5,000
	TOTAL OTHER	7,270
	TOTAL ADMINISTRATIVE EXPENSES	23,814
3	OUTREACH EXPENSES	
	OUTREACH WORKERS 100% LIHEAP 2080 hrs x \$15.00/hr = 31,200	31,200
	Fringe Benefits: FICA, UC, Health Insurance, Worker's Compensation and Retirement \$31,200 x 26.4% = \$8,237	8,237
	TOTAL OUTREACH SALARIES AND FRINGE	39,437
	OTHER RENT 1,000 sq. ft at \$2.25/sq. ft = \$2,250	2,250
	TRAVEL 1 person to FACA Annual Training Conference Estimated Cost: \$445 (Airfare, per diem, meals etc.) Estimated Local Mileage: 1,000 miles x .445/mile= \$445	445 445
	OTHER Consumable office supplies (such as pens, paper, files, envelopes) Postage (\$50/mo x 12 mos) Equipment Maintaince (\$100/mo x 12 mos)	500 600 1,200
	TOTAL OUTREACH OTHER EXPENSES	5,440
	TOTAL OUTREACH EXPENSES	44,877

2021-23 LIHWAP ALLOCATION
ADMINISTRATIVE AND OUTREACH BUDGET DETAIL (LINES 2 & 3)
(July 1, 2021 - September 30, 2023)

SUBRECIPIENT: City of Sanford

AGREEMENT: E2020

Line Item Number	Expenditure Detail	LIHWAP FUNDS
	(Round all line items to dollars. Do not use cents and decimals in totals. Totals must agree with Attachment J)	
	ADMINISTRATIVE EXPENSES	
	Director of Community Relations and Neighborhood Engagement	
	10% LIHWAP, 25% LIHEAP and 65% Community Relations & Neighborhood Engagement	
	2080 hrs X 10% = 208 hrs X \$40.68/hr = \$8,461	8,461.00
	Fringe Benefits: (FICA, Health Insurance, Worker's Compensation and Retirement) 51% of salary = \$6,473	4,315.00
	TOTAL	12,776.00
	LIHWAP/LIHEAP Program coordinator	
	10% Administrative , 25% Admin ARP Budget and 65% Outreach	
	2080 hrs X 10% = 208 hrs X \$29.91 per/hr = \$6,221	6,221.00
	Fringe Benefits: (FICA, Health Insurance, Worker's Compensation and Retirement) 51% of salary = \$3,173	3,173.00
	TOTAL	9,394.00
	Other Administrative Expenses	
	Communication Services (Telephones @ \$125.00 per/month	1,500.00
	Compuer Cameras and headset for 2@ \$400.00 each	\$800.00
	Postage (\$75 per/month)	900.00
	Equipment rental/repair and maintenance (copier, telephones and computer) @ \$150.00 per/month	1,800.00
	Operating supplies case management software licenses 1 @ \$450.00 ea	450.00
	Consumable supplies (pens, paper, files, business cards and brochures etc)	3,600.00
	Retractable Advertising banner, table cloth banner and tent	3,450.00
	Mileage 225 miles per/month @ \$.445	1,201.00
	SUB-TOTAL	13,701.00
	TOTAL Admin Expenses	35,871.00
	OUTREACH EXPENSES	
	LIHEAP Program Coordinator 33%	
	2080 hrs. X 33% X \$29.91 = \$20,530	20,530.00
	Fringe Benefits: (FICA, Health Insurance, Worker's Compensation and Retirement) 51% of salary = \$10,470	10,470.00
	SUB-TOTAL	31,000.00
	Outreach Specialist 10%	
	2080 hrs. X 10% X \$15 per/hr = \$3,120	3,120.00
	Fringe Benefits: (FICA, Health Insurance, Worker's Compensation and Retirement) 51% of salary = \$1,591	1,591.00
	SUB-TOTAL	4,711.00
	TOTAL Outreach Expenses	35,711.00
	TOTAL	71,582.00

**2021-23 LIHWAP ALLOCATION
MULTI-COUNTY FUND DISTRIBUTION
(June 1, 2021 - September 30, 2023)**

Subrecipient: City of Sanford

Agreement: E2020

Number of Counties to be Served with this agreement: 1

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

Instructions: Enter the county name and poverty population in the cells below using the information located in the Poverty Population Tab (end of workbook). Percentages will automatically populate when the total direct client assistance amount and all three columns for each county are filled in.

NAME OF COUNTY	150% POVERTY POPULATION	COUNTY'S % OF POVERTY POPULATION IN SERVICE AREA	TOTAL DIRECT CLIENT ASSISTANCE	% OF AGENCY'S DIRECT CLIENT ASSISTANCE DOLLARS ALLOCATED TO THIS COUNTY
			\$645,953.00	
			COUNTY ALLOCATION	
Seminole	645,953	100.00%	\$645,953.00	100.00%
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
Total Budgeted Direct Client Assistance*	645,953	100.00%	645,953.00	100.00%

*Allocation must be equal to Budget Summary, Line 6.

**2021-23 LIHWAP ALLOCATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Subrecipient: City of Sanford _____

Agreement#: E2020 _____

NOTE: Prior to issuing subawards or subcontracts under this Agreement, Subrecipient shall consult the System for Award Management (SAM) to ensure that organizations under funding consideration are eligible. The list is available on the web at <https://www.sam.gov>.

A. If the Subrecipient will not issue any subawards or subcontracts under this Agreement, the Subrecipient shall mark here that this form is Not Applicable: _____

B. If the Subrecipient will issue subawards or subcontracts under this Agreement, the Subrecipient shall complete the following information for each subcontractor:

(1) The prospective subcontractor of Subrecipient, _____ 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 Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

Subcontractor Information

Name of Subcontractor: _____

Address _____ City _____ St _____ Zip _____

Authorized Agent _____
(Print/Type Name & Title)

Signature _____ Date _____

POVERTY POPULATION BY COUNTY

Data compiled from the 2019 American Community Survey 5-year average

County	Poverty Population	County	Poverty Population
Alachua	75,968	Lee	166,456
Baker	6,101	Leon	79,757
Bay	42,872	Levy	14,084
Bradford	7,178	Liberty	2,177
Brevard	124,306	Madison	6,706
Broward	441,394	Manatee	81,925
Calhoun	3,574	Marion	93,819
Charlotte	37,305	Martin	29,205
Citrus	39,337	Miami-Dade	821,648
Clay	39,736	Monroe	15,266
Collier	76,710	Nassau	13,230
Columbia	18,579	Okaloosa	38,656
DeSoto	14,895	Okeechobee	13,819
Dixie	5,668	Orange	346,794
Duval	227,883	Osceola	100,598
Escambia	69,079	Palm Beach	317,234
Flagler	23,910	Pasco	119,229
Franklin	3,417	Pinellas	209,886
Gadsden	14,741	Polk	186,596
Gilchrist	5,228	Putnam	27,846
Glades	3,850	Santa Rosa	29,281
Gulf	3,095	Sarasota	70,376
Hamilton	4,237	Seminole	86,016
Hardee	11,214	St. Johns	33,612
Hendry	15,698	St. Lucie	79,880
Hernando	45,328	Sumter	17,475
Highlands	32,725	Suwannee	12,911
Hillsborough	341,483	Taylor	5,702
Holmes	6,703	Union	3,218
Indian River	34,848	Volusia	132,165
Jackson	13,033	Wakulla	5,510
Jefferson	3,202	Walton	15,012
Lafayette	2,841	Washington	8,138
Lake	78,150		



CITY OF
SANFORD
 FLORIDA

**LOW-INCOME WATER ASSISTANCE PROGRAM
 LIHWAP
 VENDOR PAYMENT AGREEMENT**

**CITY OF SANFORD
 COMMUNITY RELATIONS & NEIGHBORHOOD
 ENGAGEMENT DEPARTMENT
 300 North Park Avenue (2nd Floor)
 Sanford Florida, 32771**

**CITY OF SANFORD
 CITY OF SANFORD UTILITY
 DEPARTMENT
 300 North Park Avenue (1st Floor)
 Sanford Florida, 32771**

The City of Sanford Utility Department (“Vendor”) as a water utility service provider, enters into this Low-Income Household Water Assistance Program Vendor Payment Agreement (“Agreement”) with the City of Sanford Community Relations & Neighborhood Engagement Department (“Agency”) effective as of the date of execution by the Agency. The Vendor and the Agency are sometimes herein referred to as “Parties”.

WHEREAS, the parties hereby agree to and enter into this Agreement in order to set for the terms and conditions pursuant to which the Vendor is entitled to receive payments from the Low-Income Household Water Assistance Program. (LIHWAP Program) for the provision of water utility services to individuals and families eligible for participation in the LIHWAP Program.

NOW, THEREFORE, in consideration of the foregoing recital, which is incorporated herein by reference, and other specific considerations set forth in this Agreement, the receipt of which the Vendor and the Agency hereby acknowledge , the parties agree and stipulate as follows:

1. Purpose:

This Agreement shall govern the purchase of water services from the Vendor on behalf of households eligible for the Low-Income Household Water Assistance Program (LIHWAP). As set forth in the terms and conditions of the LIHWAP Program, Federal funds are awarded to be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services, and rate reduction to eligible households for such services. This Agreement

is a contract between the Vendor and the Agency for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to Federal and State laws and regulations in accordance with the LIHWAP Program supplemental terms and conditions, which are incorporated herein by reference.

2. Term of Agreement:

This Agreement will begin on July 1, 2022, and end on September 30 2023. The agreement will be reviewed/renewed at the option of the Agency for one (1) year no later than September 30, 2023.

3. Modifications of Agreement:

All modifications to this Agreement shall be in writing and agreed upon by both parties.

4. Termination of Agreement:

This Agreement will terminate effective immediately upon determination by the Agency that the Vendor has not complied with any of the terms of this Agreement. The Vendor will be notified by 15 calendar days in advance of any such termination.

Either the Agency or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 60-calendar days prior written notice. Termination by either party shall not discharge any obligation owed by either party to the other on behalf of a household that has been awarded a LIHWAP benefit prior to the date of termination.

5. Agency Responsibilities

The Agency will:

- a. Provide outreach activities in an equitable manner to ensure notification of the LIHWAP Program is given to the potentially eligible households.
- b. Screen for low-income households- particularly those with the lowest incomes- that pay a high proportion of household income for drinking water and wastewater services.
- c. Based on established criteria, determine household eligibility for the LIHWAP Program based on the State/Territory or Tribal approved Grantee Plan in a timely manner.
- d. Accept referrals for the LIHWAP benefits from the Vendor.
- e. Provide authorization for approval and services under the terms of this Agreement.
- f. Review invoice(s) submitted by the Vendor. The Agency may request additional documentation and/or clarification of charges as needed. Agency will make no payment without all required documentation/clarification of charges.
- g. Provide payment to the Vendor after receipt of proper invoices, and any additional required documentation of clarification, for services rendered pursuant to this Agreement, upon full compliance by the Vendor with the terms herein.

- h. Payment Set-up; Agency will record approved water assistance services per eligible household in the Department of Economic Opportunity's City of Sanford Community Relations & Neighborhood Engagement Department approved case manager application according to the LIHWAP field manual distributed to the Agency upon implementation of the LIHWAP Program for that fiscal year. Agency will obligate funds according to subrecipient grant award and submit requests for reimbursement to the Department of Economic Opportunity.
- i. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP Program. Such notice may be distributed by email.

The Agency will be responsible to collect and retain the following program data indicators from the households set forth in terms and conditions for the LIHWAP Program:

- i. The amount, cost, and type of water assistance provided for households eligible for assistance under this award;
- ii. The type of water assistance used by various income groups;
- iii. The number and income levels of households assisted by this award;
- iv. The number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
- v. The impact of each grantee's LIHWAP Program on recipient and eligible households (e.g.; amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
- vi. Administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.

The Vendor shall:

- a. Provide the Agency a copy of the Employer Identification Number document or Social Security card which was issued to the Vendor and which displays the number used by the IRS as the Vendor's tax identification number.
- b. Provide the Agency with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding the LIHWAP Program household accounts, including but not limited to bills, payments, and services.
- c. Notify the Agency immediately when the tax identification number is changed. A new W-9 form must be completed and returned the Agency.
- d. Notify the Agency within ten (10) days after the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

- e. Notify the Agency if the Agency employs the business owner or other key employee as well as if a member of his/her immediate family is employed by the Agency. ("Immediate family means either a spouse or any other person who resides in the same household as the owner and who is dependent of the owner"). [Applies to privately owned Water Company]

The Agency will evaluate the relationship to determine if there is a conflict of interest that will preclude the Vendor from providing the LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest or public interest).

- f. Not serve as the vendor for a household in which she/he is a current recipient of assistance from the LIHWAP Program. (For these purposes, current will be defined as during the present Federal fiscal year.) [Applies to privately owned water companies]
- g. Not serve as the vendor for a dwelling/property that she/he owns. [Applies to privately owned Water Companies]

Financial Information/Billing:

- h. Provide water and/or wastewater services to each eligible and approved residential households for which payment is provided under the LIHWAP Program.
- i. Charge the LIHWAP households using the Vendor's normal billing process.
- j. Restore water services upon payment].
- k. After receiving the LIHWAP payment for restoration of water services, maintain services for at least 90 days.
- l. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to households not eligible for LIHWAP assistance, as determined by the approved rate setting process.
- m. Not apply the LIHWAP payments to account balances that have previously been written off or paid with other funds.
- n. Not apply the LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.
- o. Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- p. Post all payments to customer accounts within 3-5 business days. Note: LIHWAP payments may be used to pay past due and/or outstanding balances for customers whose accounts are currently open/active and the household is approved for the LIHWAP assistance.

- q. Clearly enter on the LIHWAP household's bill, the amount of LIHWAP payment(s) received in a manner that clearly identifies the payment as received from the LIHWAP Program.
- r. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
- s. Continually maintain accurate records of the LIHWAP credit balance/s and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with the LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year 2023.
- t. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- u. Cooperate with any Federal, State, or Local investigation, audit, or program review. The Vendor shall allow Agency representative(s) access to all books and records relating to the LIHWAP households for the purpose of compliance verification with the terms of this Agreement.
- v. Understand that failure to cooperate with any Federal, State, or Local investigation, audit or program review may result in the immediate disqualification from participation in the LIHWAP Program.
- w. Take corrective action within the time frame specified by the Agency if violations of this detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance.
- x. Understand that failure to implement corrective action may result in the immediate disqualification from participation in the LIHWAP Program.

Data Collection:

The data must be provided in the period specified by the Agency and must be provided in the format requested by the Agency. The data must be provided to Agency (or an authorized agent for the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application will authorize the Vendor to release this information to the Agency

- y. Provide, at no cost to the Agency or the household, the data requested below by or on behalf of the Agency, as set forth in the any supplemental terms and conditions.
 - Provide written information to the Agency on an applicant household's data requested by or on behalf of the Agency, as set forth in any supplemental terms and conditions;
 - Provide the itemized amount, cost, and type of water assistance and services provide for households approved for assistance under any award pursuant to the LIHWAP Program.

- Provide the type of water assistance used by household, i.e., drinking water, wastewater etc.
- Identify the impact of each grantee's LIHWAP on recipient and eligible households (e.g., amount of assistance to each household and whether assistance restored water service or prevent shutoff).
- Notify the Agency of any household situation that threatens life, health, or safety that the Vendor becomes aware of.

6. Joint Duties

Both the Vendor and the Agency agree to meet with designated staff at least bi-annually to review any recommendations, accomplishments, unmet needs and lessons learned as specified in the supplemental terms and conditions.

7. General Conditions

- a. **AUTHORITIES:** Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.
- b. **DISCRIMINATION:** The Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender, identity, or any other basis prohibited by State or Federal law relating to discrimination.
- c. **CONFIDENTIALITY:** The Vendor and the Agency agree that any information and data obtained as to personal facts and circumstances related to household shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual and Agency's written consent and only in accordance with Federal or State law. Vendors who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the Agency of any breach or suspected breach or suspected breach in the security of such information. The Vendor shall allow the Agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- d. **SUBCONTRACTS:** The Agency reserves the right to require the Vendor to obtain permission to subcontract any portion of the work. If requested by the Agency, the Vendor shall furnish the Agency the names, qualifications, and experience of any proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.
- e. **FRAUD:** The Vendor will be permanently disqualified from participating in the LIHWAP Program upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to,

intentionally providing false information to the Agency or knowingly allowing others to do so; intentionally failing to notify the Agency of a change in circumstances that affect payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statues. Repayment must be made unless contrary to a court order.

- f. **NON-FRAUD OVERPAYMENTS:** For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to the Agency.
- g. **BINDING ON SUCCESSORS ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each party. However, this provision does create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- h. **DUE AUTHORIZATION:** The persons executing this Agreement on behalf of a party represent and warrant to the other party that he, she or they are duly authorized to execute this Agreement.
- i. **SEVERABILITY:** If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect any other provision of this Agreement, which shall be given effect without regard to the invalid provision or application.
- j. **FLORIDA LAW TO APPLY.** Florida Law shall apply to all terms and conditions of this Agreement excepting any Federal Law that governs the operation of the LIHWAP Program.
- k. **Notices.** The person authorized to provide and receive notices on behalf of the Vendor is: _____

The person designated to provide and receive notices on behalf of Agency is:



The parties to this Agreement acknowledge the responsibilities, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.

**CITY OF SANFORD
COMMUNITY RELATIONS & NEIGHBORHOOD
ENGAGEMENT DEPARTMENT
300 North Park Avenue (2nd Floor)
Sanford Florida, 32771**

**CITY OF SANFORD
CITY OF SANFORD UTILITY
DEPARTMENT
300 North Park Avenue (1st Floor)
Sanford Florida, 32771**

BY: _____

BY: _____

(Printed Name)

(Printed Name)

(Position /Title)

(Position/ Title)

(Date)

(Date)