

WALK ON

DHS

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20061405

1. ACTION REQUESTED/PURPOSE:

Approve and execute modification of agreement to amend the contract with the Department of Community Affairs, (DCA) for the Weatherization Assistance Program/ Low Income Home Energy Assistance Program, (WAP/LIHEAP), for Fiscal year 2006.

2. WHAT ACTION ACCOMPLISHES: Allows the Department of Human Services to bill administrative fee for service costs at a rate of 35%, (previously 30%) for the weatherization of homes in Lee County.

3. MANAGEMENT RECOMMENDATION: Sign modification agreements to allow return of signed agreements to DCA prior to the 10/31/06 deadline.

4. Departmental Category: 05

WO #1

5. Meeting Date: 10/24/06

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Human Services
 Division _____
 By: Marsha Popkey, Housing Mgr.

9. Background: DHS has been providing weatherization for more than 11 years. Grant agreements have been amended across the state to increase the administrative fee for service due to rising costs to deliver the program. Weatherization funds allow DHS to service the very low income families by providing a source of funds to make housing more energy efficient and to address safety standards.

Attachments: Modification Agreements (4 originals)
DCA Letter and Program Notice 10-10-06

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	N/A	N/A	N/A	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved *I/A*
- Deferred
- Denied
- Other

REC'D
 by CO. ATTY.
 10/16/06
 2:15 pm
 CO. ATTY.
 FORWARDED TO:
 Admin
 10/16/06

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 10/16/06 2:36 pm
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 10/11/06
 9 am

WASH DC

**MEMORANDUM FROM
THE DEPARTMENT OF
HUMAN SERVICES
ADMINISTRATION**

Date: October 13, 2006

To: All Concerned Departments

From: Marsha Popkey *MP*
Housing Manager

Re: Walk-on Blue Sheet (Number 2006 405)

The attached blue sheet number needs to be walked on to the October 24th, 2006 Board of County Commissioners meeting.

This Weatherization Assistance Program contract is due to DCA by October 31, 2006 and needs to be signed as soon as possible so that grant funded services may be processed.

Thank you.

MEMORANDUM

TO: All Weatherization Assistance Program Subgrantees
FROM: Norm Gempel, Manager
Weatherization Assistance Programs
DATE: August 22, 2006
RE: State Program Notice 06-09
Modification to Increase WAP/LIHEAP Funding



Enclosed is a second Modification to increase your 2006 Weatherization Assistance Program / Low-Income Home Energy Assistance program (WAP/LIHEAP) Grant Agreement for Program Year 2006-2007. **Please return to the Department, three copies of this Modification, each with an original signature, as soon as possible.**

Please note the following reminders:

The initial Agreement allocation of WAP/LIHEAP funding will need to be expended by September 2006. Therefore, on the September Financial Status Report, due October 10, 2006, Line 10 in the Totals to Date column should report at a minimum, the initial Agreement amount expended.

For the 2006 WAP/LIHEAP Agreement period, the subgrantee may spend an average of \$5,652 per home to the WAP/LIHEAP contract only. This should enable the subgrantee to expend these additional WAP/LIHEAP funds within the allotted time frame.

Reminder - Homes utilizing both programs (WAP and WAP/LIHEAP) are limited to the targeted average of \$5,652 per home. The average expenditure for the 2006 WAP Agreement remains at \$2,826.

Note that the Health & Safety charge can not exceed the \$600 total on a home (whether two programs or one program is utilized on the home).

Additional WAP/LIHEAP funds are available for any subgrantees who have the capacity to expend more than what has been modified in their WAP/LIHEAP Agreement – including this Modification. If the subgrantee received an advance and anticipates being able to weatherize more homes during the Agreement period, notify your Consultant before the advance is depleted.

If you have any questions regarding this modification to increase your WAP/LIHEAP funding, please contact me at (850) 922-1846, or by email at norm.gempel@dca.state.fl.us.

Ng/hc/ng

Enclosures

**MODIFICATION OF AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
AND
LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

This modification is made and entered into by and between the State of Florida, Department of Community Affairs, ("the Department"), and Lee County Board of County Commissioners ("Recipient") to modify DCA Contract Number 06LH-5K-09-46-01-015 ("the Agreement").

WHEREAS, the Department and the Recipient have entered into the Agreement, pursuant to which the Department has provided a grant of \$ 45,641.00 to the Recipient to provide services under the Weatherization Assistance Program/Low-Income Home Energy Assistance Program (WAP/LIHEAP).

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph (17)(a) Funding/Consideration is hereby modified to read as follows:

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$ 45,641.00 subject to the availability of funds. Performance of work must be in accordance with the provisions of the Revised Attachment A-2, Scope of Work. The Recipient will be reimbursed for 35% of the total cost of materials, labor and energy related health and safety measures as a Fee for Service based on monthly completion of units. Based on the Fee for Service amount, the total cost of materials, labor and the health and safety total, the recipient may charge 7% for Administration as explained in the provisions of the Revised Attachment A-1, Fee for Service Summary and Detail. Administration may not exceed 7% of the total amount of the Agreement. If the Recipient has failed to meet the performance requirements of the Revised Fee for Service Scope of Work, Attachments A-1 and A-2, of the Agreement, the Department may unilaterally, upon written notice to the Recipient, decrease the funding under this Agreement. The decrease will be effective upon receipt of notice by the Recipient.

2. Attachment "A-1", Fee for Services Summary and Detail is hereby deleted and Revised Attachment "A-1" is substituted for all intents and purposes.

3. Attachment "A-2", Scope of Work is hereby deleted and Revised Attachment "A-2" is substituted for all intents and purposes.

4. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Modification as of the dates set out below.

**LEE COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: Tammara Hall
Tammara Hall, Chairwoman
(Type Name and Title Here)

Date: 10/24/06

Federal ID No: 59-6000702

**STATE OF FLORIDA, DEPARTMENT OF
COMMUNITY AFFAIRS**

By: _____
Janice Browning, Division Director
Housing and Community Development

Date: _____

APPROVED AS TO FORM

Andrea B. Fessler

COPY

WO#1
10-24-06



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

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

JEB BUSH
Governor

THADDEUS L. COHEN, AIA
Secretary



Weatherization Assistance Program Subgrantees

Re: Modification Package

Approximately ten years ago, the Weatherization Assistance Program /Low-Income Home Energy Assistance Program (WAP/LIHEAP) change from a fixed Program Support cost reimbursement format to a performance based Fee For Service (FFS) reimbursement format. That format has not been changed or updated since then.

Subgrantees are now finding it harder to maintain operating expenses for these Programs at a level no greater than costs ten years ago. Above all, the price of fuel has increased dramatically along with the current State mileage rate. These increases along with the loss of Administrative and FFS funds that were generated by the Low-Income Emergency Home Repair Program (LEHRP) have compounded the operational deficit. In addition, the Programs are undergoing changes that will require the Coordinator, or designated agency inspector, to spend more time at a client's home performing the new diagnostic procedures.

To address this operating expense increase, the FFS percentage in the current WAP/LIHEAP Agreement will be increased from 30 percent to 35 percent. Since all subgrantees utilize the eGrants electronic reporting system, this increase will be applicable to all subgrantees and initiated on November 1, 2006. Therefore, all subgrantees must submit the enclosed signed Modifications (three copies - each with original signature) by October 31, 2006. After November 1, 2006, subgrantees having not submitted the signed Modifications will not have their WAP/LIHEAP reimbursement processed until the Modifications are received by the consultant.

Included in this Modification are two additional items. Item #2, the Revised Attachment "A-1" references the increased Health and Safety (H&S) expenditure amount (line 2, raised from \$300 to \$600 per home) and the FFS percentage increase (lines 4). Item #3, Revised Attachment "A-2", references the increase in the adjusted targeted average expenditure per unit (from \$2,744 to \$5,652). The H&S and expenditure increase were addressed in the August 22, 2006, WAP State Program Notice 06-09 (copy enclosed).

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, Fl. 33050-2227
(888) 289-2400

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2368

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 412-0000

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7058

Weatherization Assistance Program Subgrantees

Page Two

October 10, 2006

To reiterate, it is imperative that all subgrantees submit the enclosed Modification as soon as possible in order to avoid any disruption in their reimbursement process and be sure to return three copies of this Modification, each with an original signature. Each item addressed in the enclosed Modification should enable all subgrantees to better provide more thorough services to the low-income population.

If you have any questions, comments or issues to discuss regarding this change, please contact Mr. Norm Gempel, WAP Manager at (850) 922-1846, or by email at norm.gempel@dca.state.fl.us .

Sincerely,

A handwritten signature in black ink that reads "Paula Churchwell". The signature is written in a cursive style with a large initial 'P'.

Paula Churchwell
Community Program Manager
Division of Housing & Community Development

PC/hc/ng

Enclosures

REVISED ATTACHMENT A-1

FEE FOR SERVICE SUMMARY AND DETAIL REPORTING INSTRUCTIONS (WAP-LIHEAP)BWR MATERIAL AND LABOR TOTALS MUST EQUAL THE AMOUNTS SHOWN ON THE FSR

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

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

REPORTING INSTRUCTIONS

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

SCOPE OF WORK

In carrying out this Agreement, the Recipient will provide the necessary personnel, materials, services and facilities, except as otherwise provided herein, to carry out the program. The Recipient will be responsible for the following activities:

- A. Soliciting, identifying and qualifying low-income residents within the Recipient's identified service area with the need and desire for energy conservation assistance. The Recipient will make the services provided for under this contract available to all eligible clients in the counties to be served.
- B. Evaluating the needs of each residence following the National Energy Audit (NEAT), the Manufactured Home Energy Audit (MHEA) and supplemental Department and federal Department of Energy guidelines. Each unit must be evaluated with a walk-around inspection package, visual observation and measurements, blower door tests and monoxer tests. This information will be entered into the NEAT computer program which will generate a print-out of recommended measures to be performed. This print-out sheet will separate the measures by Air Infiltration Reduction Items, Savings to Investment Ratio (SIR), and Cost of materials and labor to perform the measures. The Department also requires that the following measures be installed on every unit receiving energy conservation measures; low flow showerhead, water heater blanket, water line insulation and air filters for heating and cooling units.
- C. The cost of labor and materials for weatherization measures under this agreement should not exceed an average of \$5,652 per house.
- D. When the agency WAP (WAP/LIHEAP) Coordinator has determined the weatherization activities to be performed on a home, the measures to be addressed will be listed on a Client/Agency Pre-Work Order Agreement Form. The work to be performed will then be discussed with the client, along with addressing the included disclaimer language regarding mold and moisture. Also a copy of the Lead Notification pamphlet and the Mold and Moisture pamphlet will be provided to each client. Then both the client and the coordinator will sign and date the form. Once this form is signed, work may commence.
- E. Supervising, monitoring and ensuring the quality of all work by staff, volunteers and subcontractors.
- F. Providing a final inspection and certification of all work by an employee of the Recipient not directly responsible for the work to evaluate the quality and completeness of the job.
- G. Providing the Department with documentation and reports as required by this Agreement as well as other information related to this project as may be specified by the Department.

REVISED ATTACHMENT A-1

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3. Total of Lines 1a, 1b, & 2			
4. Fee for Service (Line 3 X 35%)			
5. Total of Lines 1a, 1b, 2 & 4 (current month column)			
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8.	TRAINING AND TECHNICAL ASSISTANCE: Equipment, travel for training, workshops or conferences will not be reimbursed without prior written approval from the Department.
9.	TOTALS (CURRENT MONTH & TOTAL TO DATE COLUMNS): Add these columns and enter the totals on this line.

REVISED ATTACHMENT A-2

SCOPE OF WORK

In carrying out this Agreement, the Recipient will provide the necessary personnel, materials, services and facilities, except as otherwise provided herein, to carry out the program. The Recipient will be responsible for the following activities:

- A. Soliciting, identifying and qualifying low-income residents within the Recipient's identified service area with the need and desire for energy conservation assistance. The Recipient will make the services provided for under this contract available to all eligible clients in the counties to be served.
- B. Evaluating the needs of each residence following the National Energy Audit (NEAT), the Manufactured Home Energy Audit (MHEA) and supplemental Department and federal Department of Energy guidelines. Each unit must be evaluated with a walk-around inspection package, visual observation and measurements, blower door tests and monoxer tests. This information will be entered into the NEAT computer program which will generate a print-out of recommended measures to be performed. This print-out sheet will separate the measures by Air Infiltration Reduction Items, Savings to Investment Ratio (SIR), and Cost of materials and labor to perform the measures. The Department also requires that the following measures be installed on every unit receiving energy conservation measures; low flow showerhead, water heater blanket, water line insulation and air filters for heating and cooling units.
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- F. Providing a final inspection and certification of all work by an employee of the Recipient not directly responsible for the work to evaluate the quality and completeness of the job.
- G. Providing the Department with documentation and reports as required by this Agreement as well as other information related to this project as may be specified by the Department.