



FY 2019 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2019 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2019 Income Limit Area	Median Family Income <input type="button" value="Explanation"/>	FY 2019 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Palm Bay-Melbourne-Titusville, FL MSA	\$65,900	Very Low (50%) Income Limits (\$) <input type="button" value="Explanation"/>	23,100	26,400	29,700	32,950	35,600	38,250	40,900	43,500
		Extremely Low Income Limits (\$) * <input type="button" value="Explanation"/>	13,850	16,910	21,330	25,750	30,170	34,590	39,010	43,430
		Low (80%) Income Limits (\$) <input type="button" value="Explanation"/>	36,900	42,200	47,450	52,700	56,950	61,150	65,350	69,600

NOTE: Brevard County is part of the **Palm Bay-Melbourne-Titusville, FL MSA**, so all information presented here applies to all of the **Palm Bay-Melbourne-Titusville, FL MSA**.

The **Palm Bay-Melbourne-Titusville, FL MSA** contains the following areas: Brevard County, FL;

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2019 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2019 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2018 Median Family Income and Income Limits for Palm Bay-Melbourne-Titusville, FL MSA](#)

Select a different county or county equivalent in Florida:

- Alachua County
- Baker County
- Bay County
- Bradford County
- Brevard County
- Broward County

Select any FY2019 HUD Metropolitan FMR Area's Income Limits:

Palm Bay-Melbourne-Titusville, FL MSA

Or press below to start over and select a different state:

BUDGET CHANGE/TRANSFER REQUEST FORM

REQUEST DATE: _____

ORGANIZATION: _____

PROGRAM: _____

FROM:

Line-Item Description	Current Budget	New Budget	TOTALS
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
			\$

TO:

Line-Item Description	Current Budget	New Budget	TOTALS
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
			\$

REASON FOR CHANGE OR TRANSFER:

REQUESTED BY: _____ TITLE: _____

APPROVAL: _____ DATE: _____
CONTRACT MANAGER

IMAGE RELEASE FORM

(AGENCY NAME)

I, _____, give permission for my image/my child's image to be used in print. I understand that these images are for the sole purpose for reporting activities to Brevard County as part of the Community Development Block Grant funding that (**AGENCY NAME**) has been awarded.

PRINT NAME

SIGNATURE/DATE

**HOUSING AND HUMAN SERVICES
SELF-DECLARATION OF ELIGIBILITY**

Updated 03/30/2019

To ensure that the program benefits households who meet the U.S. Department of Housing & Urban Development (HUD) eligibility requirements, please take a moment to complete the form below. This information is confidential and will only be used for the purpose of determining your family's eligibility for the program.

PARTICIPANT NAME: _____

ADDRESS: _____

**HUD 2019 AREA MEDIAN INCOME (AMI) LIMITS
PROGRAM**

Step 1: Circle the number of persons in your household. **Step 2:** Circle the income range to the right of the circled household size that describes your household's annual gross income.

	UP TO 30% AMI (EXTREMELY LOW)	UP TO 50% AMI (VERY LOW)	UP TO 80% AMI (LOW)
1 PERSON	\$0-\$13,850	\$13,851-\$23,100	\$23,101 - \$36,900 (Over \$36,901 Ineligible)
2 PERSON	\$0-\$16,910	\$16,911-\$26,400	\$26,401-\$42,200 (Over \$42,201 Ineligible)
3 PERSON	\$0-\$21,330	\$21,331-\$29,700	\$29,701- \$47,450 (Over \$47,451 Ineligible)
4 PERSON	\$0-\$25,750	\$25,751-\$32,950	\$32,951-\$52,700 (Over \$52,701 ineligible)
5 PERSON	\$0-\$30,170	\$30,171-\$35,600	\$35,600- \$56,950 (Over \$56,951 Ineligible)
6 PERSON	\$0-\$34,590	\$34,591-\$38,250	\$38,251-\$61,150 (Over \$61,151 Ineligible)
7 PERSON	\$0-\$39,010	\$39,011-\$40,900	\$40,901 - \$65,350 (Over \$61,151 Ineligible)
8 PERSON	\$0-\$43,430	\$43,431-\$43,500	\$43,501- \$69,600 (Over \$69,601 Ineligible)

*** NOTE:** Your household's annual gross income is the total of ALL income received by ALL persons living in your home including employment, social security, SSI, SSD, unemployment WAGES, child support, alimony, retirement, investment income, etc.

The following information is needed for reporting purposes only:

Please indicate your race/ethnic group.

White

Black/African American

Asian or Pacific Islander

American Indian or Alaskan Native

American Indian/Alaskan Native & White

Asian & White

Black African American & White

American Indian/Alaskan Native & Black African American

Native Hawaiian/Other Pacific Islander

Hispanic Non-Hispanic

Is this a female-headed household? Yes No

I understand that under U.S.C. Title 18, Section 1001, any untruthful or deliberately misleading information given by me can result in a fine and/or imprisonment if found guilty.

SIGNATURE

DATE

**COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICES AGREEMENT
BETWEEN
BREVARD COUNTY AND BREVARD ALZHEIMER'S FOUNDATION INC.**

THIS AGREEMENT is by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and the **Brevard Alzheimer's Foundation Inc.**, a business having its primary business location at **4676 N. Wickham Road, Melbourne FL 32935** (hereinafter the Contractor).

WITNESSETH:

WHEREAS, the County has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HUD Act), Public Law 93-383, and

WHEREAS, the County is desirous of engaging the Contractor to assist the County in utilizing such funds for the services of **Transportation Services for the Elderly and Disabled** and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

I. SCOPE OF SERVICE/WORK:

A. Activities:

The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation in order to perform all services specified in **Attachment A Scope of Service** a copy of which is attached hereto and made a part hereof by this reference, hereinafter referred to as "Services".

B. National Objectives:

All activities funded with Community Development Block Grant funds shall meet one of the Community Development Block Grant program's National Objectives:

1. benefit low- and moderate-income persons; or
2. aid in the prevention or elimination of slums or blight; or
3. meet community development needs having a particular urgency, as defined in 24 Code of Federal Regulations (CFR) 570.208.

The Contractor certifies that the activity carried out under this Agreement shall meet the benefit to low-and moderate-income persons National Objective. Client services are limited to residents from the unincorporated areas of Brevard County outside the boundaries of the cities of Titusville, Cocoa, Melbourne and Palm Bay. Residents in the County Interlocal Agreement municipalities of Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne Village, Palm Shores, Rockledge and Satellite Beach are also eligible. The Contractor shall meet this objective by providing the services specified in the **Scope of Service (Attachment A)**.

C. Level of Accomplishment – Goals and Performance Measures

The Contractor certifies that the activities carried out under this Agreement shall meet the benefit of low and moderate-income persons National Objective. The Contractor shall meet this objective by providing services specified in the **Scope of Service (Attachment A)**.

D. Staffing

Contractor shall make no changes to the Key Personnel, as defined as the Contractor's President, Chief Executive Officer, Executive Director or Finance Manager, or general responsibilities, as identified in the Contractor's application submitted to the County on **April 10, 2019** under this program without County's written approval.

E. Performance Monitoring/Reports

The County shall monitor the performance of the Contractor against the goals and performance standards as identified on **Attachment B Program Logic Model** and **Attachment C Evaluation Plan**, copies of which are attached hereto and incorporated by reference **which were submitted by the Contractor**. Project schedule/milestones shall be measured in accordance with the Itemized Budget as set forth in, **Attachment E 1 and E 2 Performance and Measurable Outcomes Reports**, copies of which are attached hereto and incorporated by reference.

Substandard performance as determined in the sole discretion of the County shall constitute noncompliance with this Agreement. If corrective action to cure the noncompliance is not taken by the Contractor within a reasonable amount of time as determined in the sole discretion of the County, after notification by the County, this Agreement may be suspended or terminated at the sole discretion of the County. Any failure by the County to make demand for corrective action shall not be deemed as a waiver by the County to pursue any remedy allowed under this agreement or by law.

II. **TIME OF PERFORMANCE:**

The term of the Agreement shall begin on the **1st day of October, 2019** and end on the **30th day of September, 2020**.

III. BUDGET AND EXPENDITURE GOALS:

UNIT COST BUDGET

DESCRIPTION OF SERVICE # OF UNITS	COST PER UNIT ITEM	UNIT PROGRAM COST
1 mile of transportation	\$1.75	\$29,575.00
# OF UNITS OF SERVICE TO BE PROVIDED: 16,900		
TOTAL PROGRAM COSTS		\$29,575.00

The County may require a more detailed budget breakdown than the one contained herein, and the Contractor shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget shall be approved in writing by both the County and Contractor, provided the changes are within the identified line-items of the original application.

The Contractor shall be responsible for meeting the **Quarterly Expenditure Schedule**. Contractor shall provide a reason for any delay in meeting the schedule in writing and shall provide the same to the County.

EXPENDITURE SCHEDULE

PERFORMANCE PERIOD	AMOUNT	TOTAL	PERCENT EXPENDED
FIRST QUARTER (10/01/2019- 12/31/2020)	\$7,393.75	\$7,393.75	25%
SECOND QUARTER (01/01/2020- 03/31/2020)	\$7,393.75	\$14,787.50	50%
THIRD QUARTER (04/01/2020 – 06/30/2020)	\$7,393.75	\$22,181.25	75%
FOURTH QUARTER (07/01/2020– 09/30/2020)	\$7,393.75	\$29,575.00	100%

IV. PAYMENT:

For the work the Contractor provides under this Agreement, the County shall pay the Contractor a total sum not to exceed **\$29,575.00**. The Contractor shall be entitled to

payment on a reimbursement basis as provided in the **Unit Cost Budget** and **Expenditure Schedule** referenced in Section III above.

The Contractor shall use the County's designated **Attachment D Monthly Request for Reimbursement Form**, a copy of which is attached hereto and incorporated by reference, to request payment. The Contractor shall request reimbursement on a **monthly** basis. The **Performance and Measurable Outcomes Report (Attachment E 1 and E 2)** shall be completed and submitted with each **Monthly Request for Reimbursement Form (Attachment D)**.

The Contractor shall submit **monthly** reports within twenty calendar days after the end of the quarter for which the Contractor is requesting reimbursement using **Performance and Measurable Outcomes Report (Attachment E 1 and E 2)** to assist the County in determining whether measurable outcomes are being met.

Each **Monthly Request for Reimbursement (Attachment D)** shall be accompanied by such documentation or data in support of expenses for which payment is sought, as required by the County. Each invoice shall bear the signature of the Contractor or representative, such signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level as required in this Agreement, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement and that the amount requested is currently due and owing, and that there being no reason known to the Contractor that payment of any portion thereof should be withheld. Brevard County reserves the right to withhold ten percent of each payment request due to the Contractor, for the Contractor's failure to meet outcomes or the Contractor's failure to submit required **monthly** reports within the required time frame. Any withheld amount shall be remitted to the Contractor upon receipt of documentation that outcomes are being met or upon receipt of the required **monthly** reports.

The Contractor shall be entitled to payment on a reimbursement basis as provided as **Attachment F Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by reference. The County reserves the right in the County's sole discretion to deduct from the Contractor invoices an amount for nonconforming or other work not included in the Scope of Services and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute Section 218.70, et seq.

The Contractor's final Request for Reimbursement is due on or before October 20, 2020.

V. ADMINISTRATIVE REQUIREMENTS:

A. Documentation and Record Keeping:

1. Records to be Maintained:

The Contractor shall maintain all records required by the Federal regulations specified in 24 Code of Federal Regulations (CFR) 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the Community Development Block Grant programs;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with Community Development Block Grant assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the Community Development Block Grant program;
- f. Financial records as required by 2 Code of Federal Regulations (CFR) Part 200, and 24 Code of Federal Regulations (CFR) 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 Code of Federal Regulations (CFR) Part 570.

2. Retention:

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to Housing and Urban Development (HUD) in which the activities assisted under this Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data:

The Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of

service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure:

The Contractor understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Contractor's responsibilities with respect to services provided under this contract, is prohibited by **FS 501.171(c)** unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs:

The Contractor's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balance, and accounts receivables to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Contractor has control over Community Development Block Grant funds, including program income.

6. Audits and Inspections:

All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports shall be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the above audit requirements shall constitute a violation of this contract and may result in the withholding of future payments. The Contractor hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Contractor audits and 2 Code of Federal Regulations (CFR) Part 200 Subpart F.

B. REPORTING AND PAYMENT PROCEDURES:

1. Program Income (if applicable):

The Contractor shall report all program income (as defined at 24 Code of Federal Regulations (CFR) 570.500(a)) generated by activities carried out with Community Development Block Grant funds made available under this contract, if applicable. The use of program income by the Contractor shall comply with the requirements set forth at 24 Code of Federal Regulations (CFR) 570.504. By way

of further limitations, the Contractor may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds in the amount of any such program income balance on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs (if applicable):

If indirect costs are charged, the Contractor shall develop an indirect cost allocation plan for determining the appropriate Contractor's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

C. PROCUREMENT:

1. Compliance:

The Contractor shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (to include but not limited to unexpended program income, property, equipment) shall revert to the County upon termination of this Agreement.

The following procedures should be utilized (if applicable):

- a. If the purchase amount is less than \$1,000; no formal purchase procedures are required.
- b. If the purchase amount is \$1,000 or more, the Contractor shall solicit formal written bids from a minimum of three vendors.
- c. The Contractor shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to, rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

2. Travel:

The Contractor shall obtain prior written approval from the County for any travel outside the metropolitan area paid for with funds provided under this Agreement.

3. Safeguards:

The Contractor shall implement procedures to ensure adequate safeguards for preventing loss, damage, or theft of property acquired with Community Development Block Grant funding, as identified by 24 Code of Federal Regulations (CFR) 570.502(a)(8) or 24 CFR 570.502(b).

D. USE AND REVERSION OF ASSETS:

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 Code of Federal Regulations (CFR) Part 84 and 2 Code of Federal Regulations (CFR) Part 200, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Contractor shall transfer to the County any Community Development Block Grant funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Contractor's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the Community Development Block Grant National Objectives pursuant to 24 Code of Federal Regulations (CFR) 570.208 until five years after expiration of this Agreement or such longer period of time as the County deems appropriate. If the Contractor fails to use Community Development Block Grant assisted real property in a manner that meets a Community Development Block Grant National Objective for the prescribed period of time, the Contractor shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non- Community Development Block Grant funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Contractor may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the County deems appropriate].
3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement and said equipment is sold, the proceeds of any sale shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Contractor for activities under this Agreement shall be (a) transferred to the County for the Community Development Block Grant program or (b) retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non- Community Development Block Grant funds used to acquire the equipment.

VI. FINANCIAL MANAGEMENT:

A. ACCOUNTING STANDARDS:

The Contractor shall comply with 24 Code of Federal Regulations (CFR) 84.21 – 28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. COST PRINCIPLES:

The contractor shall administer its program in conformance with 2 Code of Federal Regulations (CFR) Part 200 Subpart E, "Cost Principles for Non-Profit Organizations, as applicable. These principles shall be applied for all costs incurred whether charge on a direct or indirect basis.

C. RIGHT TO AUDIT:

The Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. All books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of five years after termination of this Agreement and shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Contractor in the United States or any other country. All records or documents created by the County or provided to **Brevard Alzheimer's Foundation Inc.** by the County in connection with activities or services provided by **Brevard Alzheimer's Foundation Inc.** under the terms of this agreement, are public records and **Brevard Alzheimer's Foundation Inc.** agrees to comply with any request for such public records or documents made in accordance with Section 119.07 Florida Statutes.

D. AUDIT REQUIREMENTS:

If the **Brevard Alzheimer's Foundation Inc.** is a local government or a non-profit organization as defined in 2 Code of Federal Regulations (CFR) Part 200 Subpart F, as revised, and in the event that **Brevard Alzheimer's Foundation Inc.**, expends \$750,000 or more in Federal awards in its fiscal year **Brevard Alzheimer's Foundation Inc.** shall have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 Code of Federal Regulations (CFR) Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, **Brevard Alzheimer's Foundation Inc.** shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 Code of Federal Regulations (CFR) Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public **FY 2019-2020 Brevard County Community Development Block Grant Agreement Brevard Alzheimer's Foundation Inc., -Transportation Services for the Elderly and Disabled**

accountant (IPA) licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 Code of Federal Regulations (CFR) Part 200 Subpart F, as revised, shall meet the requirements of this section. If the Operating Agency expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 Code of Federal Regulations (CFR) Part 200 Subpart F, as revised, is not required. In the event that the Agency expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 Code of Federal Regulations (CFR) Part 200 Subpart F, as revised, the cost of the audit shall be paid from non-Federal resources, such as the cost of such audit shall be paid from the Operating Agency's resources obtained from other than Federal entities.

In accordance with 2 Code of Federal Regulations (CFR) Part 200 Subpart F, as revised, if applicable, **Brevard Alzheimer's Foundation Inc.** shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address:

**Brevard County Housing and Human Services Department
Ian Golden, Director
2725 Judge Fran Jamieson Way, Building B
Viera, Florida 32940**

The Contractor shall also provide the County with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Contractor shall provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within thirty days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds within thirty days after the County has notified the Contractor in writing of such noncompliance.

VII. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

VIII. GENERAL CONDITIONS:

A. Independent Contractor:

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.

B. Insurance and Bonding: The Contractor shall keep in force and at all times maintain during the term of this Agreement:

- 1. General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
- 2. Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
- 3. Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.
- 4. Professional Liability Insurance:** Professional liability insurance, in an amount not less than One Million Dollars (\$1,000,000) per claim, to cover its liabilities arising from activities performed under this Agreement.

5. Insurance Certificates: The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

The Contractor shall comply with the bonding and insurance requirements of 24 Code of Federal Regulations (CFR) 84.31 and 84.48, Bonding and Insurance.

C. Amendments:

This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral agreements or understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by both parties hereto. The Brevard County Director of Housing and Human Services shall have authority to execute modifications up to \$24,999.00. For any modification that exceeds \$24,999.00, the Chairperson of the Board of County Commissioners or County Manager shall have the authority to execute the modification, as allowed by law.

D. Public Records:

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Contractor claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS - AT (321) 633-2076.

E. Attorney's Fees:

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

F. Governing Law:

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

G. Compliance with Statutes:

Contractor shall be aware of and shall comply with all federal, state and local laws.

H. Compliance with ADA of 1990:

The Contractor shall comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and Contractor shall indemnify the County from and against any and all liability for any noncompliance on the part of the Contractor.

I. Venue:

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

J. Assignments:

Contractor shall not assign any portion of this Agreement without the prior written permission of the County.

K. Suspension or Termination:

In accordance with 24 Code of Federal Regulations (CFR) 85.43, the County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.

In accordance with 24 Code of Federal Regulations (CFR) 85.44, this Agreement may also be terminated for convenience by either the County or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

Such termination is effective upon the party's receipt of the Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon our availability of funds as determined by evaluation of the departmental expenditure goals, compliance with these contract terms, and regulatory compliance by the Brevard County Director of Housing and Human Services Department.

L. Unauthorized Alien Workers:

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (U.S.C.) Section 1324a(e)(Section 274A)(e) of the Immigration and Nationality Act (INA). The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

M. E-Verify:

- a. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and
- b. Contractor shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and
- c. Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.
- d. Compliance with the terms of this Section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this Section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.
- f. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

All Contractors shall read, sign and comply with Attachment H Confirmation of E-Verify Participation Form, a copy of which is attached hereto and incorporated by reference.

N. Federal Tax Identification Number:

The Contractor shall provide to the County the Contractor's Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

O. Conflict of Interest:

1. The Contractor agrees to abide by the provisions of 24 Code of Federal Regulations (CFR) 84.42 and 570.611, which include but are not limited to the following:
 - a. The Contractor shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the ward and administration of contracts supported by Federal funds.

- b. No employee, officer or agent to the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to Community Development Block Grant-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the Community Development Block Grant -assisted activity, or with respect to the proceeds from the Community Development Block Grant -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this section, a covered person includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, Contractor, or any designated public agency.
2. The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.
 3. The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
 4. The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.
 5. No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

P. Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six months from the date of being placed on the convicted vendor list.

Q. Information Release/Grantor Recognition:

News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Any release or advertisement advertising or publicizing the lease shall be approved by the County in advance. Releases shall identify the funding entity as well as the funding source.

R. Debarment and Suspension:

Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors that:

1. Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;
2. Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (2) above; and
4. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. **Brevard Alzheimer's Foundation Inc.** has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension, **Brevard Alzheimer's Foundation Inc.** shall provide the County with the same document completed for all lower tier covered transactions (such as transactions with sub-Counties and/or Contractors and/or subcontractors) and in all solicitations for lower tier covered transactions in accordance with 45 Code of Federal Regulations (CFR) Part 76.

S. Construction Agreement:

The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

T. Provisions Related to Other Federal Requirements:

Other Federal Requirements governing this Community Development Block Grant Agreement are contained in and identified as **Community Development Block Grant Federal Requirements (Attachment G)**.

IX. SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

X. ATTACHMENTS:

In the performance of this Agreement, the Contractor shall comply with all the requirements of the following attachments:

Attachment A: Scope of Service

Attachment B: Program Logic Model

Attachment C: Evaluation Plan

Attachment D: Monthly Request for Reimbursement

Attachment E1 and E2: Performance and Measurable Outcomes Reports

Attachment F: Conditions and Methods of Compensation

Attachment G: Community Development Block Grant Federal Requirements


Attachment H: Confirmation of E-Verify Participation Form

XI. NOTICES:

Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: **TIMOTHY TIMMERMAN, EXECUTIVE DIRECTOR, BREVARD ALZHEIMER'S FOUNDATION INC., 4676 N. WICKHAM ROAD, MELBOURNE FL 32935.**

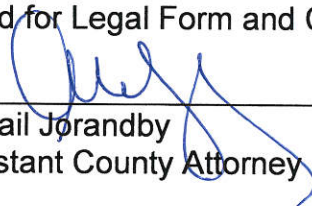
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA


By: 
James Liesenfelt
Assistant County Manager
Date: March 12, 2020

As approved by the Board on 07/23/2019.


Reviewed for Legal Form and Content:

By: 
Abigail Jorandby
Assistant County Attorney

WITNESS:


Signature
Kathryn Verdier-Lang Contract Administrator
Name and Title

CONTRACTOR

By: 
Signature of Authorized Signer
DATE: 3-25-20

Timothy Timmermann, Executive Director
Name and Title

Brevard Alzheimer's Foundation Inc.
Name of Company

4676 N. Wickham Road
Mailing Address

Melbourne FL 32935
City, State, Zip Code

(321)253-4430
Area Code/Telephone Number

ATTACHMENT A
SCOPE OF SERVICE
BREVARD ALZHEIMER'S FOUNDATION INC.
TRANSPORTATION PROGRAM

Many residents in Brevard County are able to live independently utilizing specialized transportation services. BAFI operates services to meet the needs of individuals with transportation needs who are unable to use fixed route transportation service.

BAFI provides transportation services by appointment to a specific population: the elderly, veterans and transportation-disabled adults. Our goal is to safely transport these residents to attend our adult day health care programs, medical appointments, prescription drug pick-up, grocery shopping and other non-emergency life sustaining trips. Our clients are both ambulatory and non-ambulatory, some require wheelchair transportation. Our programs serve over 200,000 unduplicated miles agency wide, 16,900 miles under the CDBG Grant. Hours of operation are from 6:30am to 6:30pm Monday through Friday.

The overarching outcome of this service is very important to Brevard County. BAFI provides mobility and freedom to our transportation disadvantaged citizens, allowing them to maintain their independence.

ATTACHMENT B – PROGRAM LOGIC MODEL FORM

AGENCY NAME:	BREVARD ALZHEIMER'S FOUNDATION INC.
PROGRAM NAME:	TRANSPORTATION FOR THE ELDERLY AND DISABLED
FOCUSED CARE AREA:	COUNTYWIDE

Have you made any changes to the Program Logic Model? YES NO.

Date Revised:

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS	OUTCOMES	GOALS
<p>SERVICE PROVIDERS: Brevard Alzheimer's Staff: Paid Drivers, Transportation Coordinator. RN's, CNA's, Dementia Practitioner, Certified Activities Director, MS Gerontologist, Case Managers.</p> <p>PROGRAM SETTINGS: 9 Turtle Top Cutaway vans and 4 agency owned vehicles provide transport. Three (3) licensed Adult Day Health Care Facilities to provide in-facility respite</p>	<p>Elder Transportation: Paratransit door to door transportation for Brevard's elder & dementia population for Adult Day Health Care</p> <p>Senior Transportation: Paratransit door to door transportation for elderly, Veterans, disadvantaged to medical appointments, grocery shopping and pharmacy and dialysis scheduling.</p>	<p>Over 200,000 Unduplicated miles agency wide, <u>16,900 miles under the CDBG Grant</u> to life-sustaining destinations: doctors, labs, grocery, pharmacy.</p> <p>Unduplicated clients served 350.</p> <p>Duplicated Clients 21,000.</p>	<p>To allow family members to continue meeting daily responsibilities without missing work.</p> <p>To increase the independence of elders by remaining healthy at home with their family and loved ones by offering life-sustaining trips.</p> <p>Clients will receive transportation service throughout the year.</p> <p>Transportation will be provided for disadvantaged seniors for doctors'</p>	<p>Brevard's employers will see an increased productivity. Three percent of the workforce is lost every day to caregiver absenteeism. Our services allow caregivers to work scheduled shifts.</p> <p>Seniors with Alzheimer's and/or dementia are cared for with less injuries, better nutrition, increased socialization and exercise, leading to longer healthier lives at home with family without placement.</p>

**Brevard County Community Development Block Grant Public Services Agreement
 Brevard Alzheimer's Foundation Inc.-Transportation for The Elderly and Disabled**

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS	OUTCOMES	GOALS
<p>COMMUNITY FACTORS: The ONLY non-profit transportation system with paid driver at no cost to the client.</p> <p>The ONLY Non-Profit Adult Day Health Care in Brevard.</p> <p>The ONLY Adult Day Health Care in Brevard providing in-house transportation.</p> <p>COLLABORATIONS: FDOT, SCAT, Compass Research, VRide.</p> <p>SERVICE TECHNOLOGIES: Special Wheelchair lift for non-ambulatory clients; proprietary software for attendance, scheduling and staffing.</p> <p>FUNDING SOURCES: FDOT, CBO, Private Pay, Fundraising.</p> <p>PARTICIPANTS: Seniors, disabled, Veterans, transportation disadvantaged.</p>			<p>appointment, prescription drug pickups, grocery shopping, and other non-emergency type destinations.</p> <p>Clients who are low income will not be turned away for services based upon the ability to pay.</p> <p>To reduce the number of unsafe elderly drivers on Brevard County roads.</p>	<p>All adults and caregivers will have improved quality of life, be healthier, happier and age with dignity and grace.</p> <p>With more well doctor visits, clients will have less trips to the emergency room and less sick visits.</p> <p>Lower income families can enjoy the same transportation benefits of others.</p> <p>Safer roadways for all citizens – reduced silver alerts.</p>

ATTACHMENT C-EVALUATION PLAN FORM

AGENCY NAME:	BREVARD ALZHEIMER'S FOUNDATION INC.
PROGRAM NAME:	TRANSPORTATION FOR THE ELDERLY AND DISABLED
FOCUSED CARE AREA:	COUNTYWIDE

Have you made changes to the evaluation plan? YES NO Date Revised:

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
1. Seniors who are low income will not be turned away for services based upon the ability to pay.	1.1 Increased number of clients served under the poverty levels. 1.2 Reduced hardship on those at or slightly above the poverty level.	Collect financial data to determine client's ability to afford transportation. Track number of trips to financially disadvantaged clients.	100% of client base.	Initial entry into the program. Random survey of transportation clients. Annual renewal survey.
2. To increase the independence of elders by remaining healthy at home with their family and loved ones.	2.1 Diminished nursing home dependence for elderly with no transportation. 2.2 Improved stay at home without the need for permanent nursing home placement.	Collect retention rates of those needing transportation services.	100% of client base.	Initial entry into the program. Random survey of transportation clients. Annual renewal survey.

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
<p>3. To allow family members to continue meeting daily responsibilities without missing work.</p>	<p>3.1 Increased workforce attendance. 3.2 Reduced absenteeism for Brevard County employers. 3.3 Additional respite and relief for caregivers.</p>	<p>Collect data on caregiver stress and needs. Collect number of days caregivers are absent from work due to family transportation needs.</p>	<p>100% of client base.</p>	<p>Initial entry into the program. Random survey of transportation clients. Annual renewal survey.</p>

**ATTACHMENT D.
MONTHLY REQUEST FOR REIMBURSEMENT FORM**

THIS SECTION FOR HOUSING AND HUMAN SERVICES USE ONLY

CONTRACT/PROJECT MONITOR: IVA L. MULLA

FINANCIAL APPROVAL: _____

BUSINESS AREA: 1470 COST CENTER: 303057 GL ACCOUNT: 5820000

VENDOR NUMBER: 004316 PURCHASE ORDER NUMBER: _____

DOCUMENT NUMBER: _____

AMOUNT: \$ _____

APPROVED FOR PAYMENT BY: _____ DATE: _____

FUNDING SOURCE: Community Development Block Grant (CDBG)

NAME OF ORGANIZATION: Brevard Alzheimer's Foundation Inc.

NAME OF PROGRAMS: Transportation for The Elderly and Disabled

CONTACT PERSON: Timothy Timmermann

PROGRAM ADDRESS: 4676 Wickham Road Melbourne FL 32935

MAILING ADDRESS: 4676 Wickham Road Melbourne FL 32935

E-MAIL ADDRESS: ttimmermann@brevardalz.org

TELEPHONE NUMBER: 321-253-4430

REQUEST DATE: _____

REQUEST NUMBER: _____ OF 12 _____

FINAL PAYMENT REQUEST: YES _____ NO _____

TOTAL AMOUNT TO BE PAID: _____

I certify the services itemized on the authorization invoice have been provided and are a proper charge against the Community Development Block Grant funds appropriate for this program:

AUTHORIZED SIGNATURE: _____ DATE: _____

NOTE: Any incomplete or inaccurate request will be returned to the agency by mail. Contract Period covers October 1, 2019 through September 30, 2020.

Cost Per Unit:	Number of County Units of Service:	Number of Other Units of Service:	Description of Services:	Amount:
\$1.75			1 mile of transportation	

Total Amount Expended: \$ _____

Summary:

◆ Total Budgeted: \$ _____

◆ Total Previous: \$ _____

◆ Total this Request: \$ _____

Remaining Funds: \$ _____

Invoice Number	Date of Request	Amount Requested:	Expended YTD	% YTD	Remaining Funds
					\$29,575.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

**ATTACHMENT E1
BREVARD COUNTY
HOUSING AND HUMAN SERVICES DEPARTMENT
PERFORMANCE AND MEASURABLE OUTCOMES REPORT**
(This report *must be completed in its entirety* and submitted with each Request for Reimbursement)

DATE	
FUNDING SOURCE	COMMUNITY DEVELOPMENT BLOCK GRANT
NAME OF AGENCY	BREVARD ALZHEIMER'S FOUNDATION INC.
NAME OF PROGRAM	TRANSPORTATION FOR THE ELDERLY AND DISABLED
REPORTING PERIOD	
AUTHORIZED SIGNATURE AND TITLE	

1. Amount of funds expended this quarter:
2. Amount of funds expended to date:
3. Please state the progress achieved towards accomplishments outlined in your scope of work and/or services.
4. Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of work and/or services, and plan(s) to resolve the problem(s).
5. Has your organization experienced any (key) programmatic turnover? YES or NO, if yes please explain.
6. Did the agency provide match funding for this month/quarter? YES or NO, if yes explain.
 - Type/Source:
 - Match to Provide:
 - Current Match:
 - Previous Match:
 - Match Remaining:
7. Did your agency leverage funding this month/quarter? YES or NO or N/A, if yes list the amount leveraged and source:
 - Amount Leveraged:
 - Source:
8. Please list any other funding your agency is currently receiving:
 - Other Federal Funding:
 - Other State Funding:
 - Other Local Funding:
 - Private Funding:
 - Total Funding:

9. Please report the number of unduplicated clients served in accordance to the categories listed below:

RACE	UNDUPLICATED CLIENTS SERVED (MONTHLY)	UNDUPLICATED CLIENTS SERVED (YEAR TO DATE)
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/ Alaskan Native & Black/African American		
Hispanic Origin		
Other		
TOTALS		

10. Please report the number of unduplicated clients served in accordance to the categories listed below:

	Unduplicated Clients Served (Monthly)	Unduplicated Clients Served (Year to Date)
Number of unduplicated Adult Seniors (60 yrs. Or older)		
Number of unduplicated Adults (18-59)		
Number of unduplicated Youth (17 and under)		

11. Please indicate the number of unduplicated clients served in accordance to the categories listed below:

	Unduplicated Clients Served (Monthly)	Unduplicated Clients Served (Year to Date)
Number of unduplicated clients served whose income has been determined extremely low (30%)		
Number of unduplicated clients served whose income has been determined very low (50%)		

	Unduplicated Clients Served (Monthly)	Unduplicated Clients Served (Year to Date)
Number of unduplicated clients served whose income has been determined low (80%)		
Number of unduplicated clients served whose income has exceeded the income limits		

12. Is technical assistance needed? YES or NO, if yes in what area(s)?

ATTACHMENT E2
PERFORMANCE AND MEASURABLE OUTCOMES REPORT
BREVARD ALZHEIMER'S FOUNDATION INC.
TRANSPORTATION FOR THE ELDERLY AND DISABLED

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD UNITS
FY 2019-2020 MEASURABLE OUTCOMES													
350 unduplicated clients will receive transportation													
21,000 duplicated clients will receive transportation													
At minimum, 16, 900 units will be provided under the CDBG Grant													

SIGNATURE/DATE: _____

Report must be submitted along with your Request for Reimbursement within 20 calendar days after the end of the month in which you are requesting reimbursement!

**ATTACHMENT F
CONDITIONS AND METHOD OF COMPENSATION
BREVARD ALZHEIMER'S FOUNDATION INC.-TRANSPORTATION PROGRAM**

The Contractor, **BREVARD ALZHEIMER'S FOUNDATION INC.** shall be paid a total sum not to exceed **\$29,575.00** in **Community Development Block Grant Program** funds for the services specified under this Agreement. Compensation shall be allowed on a **Cost reimbursement basis**.

Payment shall be made subject to the County's receipt of the **Monthly Request for Reimbursement Form (Attachment D)** specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and it is determined by the County in the County's sole discretion that the Contractor is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than **October 20, 2020**. Any **Community Development Block Grant** program funding covered by this Agreement not expended for eligible activities by **September 30, 2020**, shall revert to the County.

The Contractor understands that compensation under this Agreement shall be from Community Development Block Grant Funds and that Contractor shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

The Contractor shall notify the County in writing within 15 days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a) The receipt and approval of all documentation by County as required by this agreement.
- b) The satisfactory evaluation of the Contractor by the Housing and Human Services Department.
- c) Compliance with all other terms as provided in this Agreement.

METHOD OF REIMBURSEMENT REQUESTS:

The Contractor shall comply with cost principles as established in **2 CFR Part 200 Subpart E for Non-Profit Organizations**. The following pertains to Requests for Reimbursement:

- a) The County shall reimburse the Contractor for all approved budgeted costs outlined in this Agreement, under **Section III, BUDGET AND EXPENDITURE GOALS**, as permitted by Federal, State, and County regulations and policies.
- b) The **Monthly Request for Reimbursement Form (Attachment D)** shall be submitted with proper documentation attached, including, but not limited to, a copy of all invoices, times cards, computer printouts and checks, payroll information, reports or any other applicable information needed as determined by the Housing and Human Services Department staff for activities and materials for which reimbursement is requested.
- c) Requests for Reimbursement shall be submitted **monthly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing and Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

ATTACHMENT G COMMUNITY DEVELOPMENT BLOCK GRANT FEDERAL REQUIREMENTS

Brevard County has received a Community Development Block Grant from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, as part of its Community Development Block Grant /Entitlement Grant (CDBG) Program; for the period of **October 1, 2019, to September 30, 2020**. The number for the (CDBG) Entitlement Grants Program can be found in Catalog of Federal Domestic Assistance Part 14.218. Specific regulations governing the CDBG contract are as follows:

24 CFR 507.200 (j) FAITH-BASED ACTIVITIES

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Contractor must comply with the requirements and standards as described in 2 CFR Part 200, Subparts D, E, and F, as applicable:

- **Subpart D - Post-Federal Award Requirements** (formerly OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; and
- **Subpart E - Cost Principles** (formerly OMB Circular A-122 Cost Principles for Non-profit Organizations; and
- **Subpart F - Audit Requirements** (formerly OMB Circular A-133 Audit of Institutions of Higher education and Other Non-profit Institutions.

24 CFR 570.504(c) PROGRAM INCOME

If applicable, the County may require remittance of all or part of any program income balances (including investments thereof) held by the Contractor (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum draw-down, or cash or investments held for Section 108 loan guarantee security needs) at the end of the program year. Program income is generated by activities derived from CDBG funds made available under this agreement, and must be disbursed before the Contractor requests funds from the County.

24 CFR 570.601 PUBLIC LAW 88-352 AND PUBLIC LAW 90-284; AFFIRMATIVELY FURTHERING FAIR HOUSING; EXECUTIVE ORDER 11063

The Contractor agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

24 CFR 570.602 SECTION 109 OF THE ACT

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibition against discrimination on the basis of age under the Age Discrimination Act and the prohibition against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of Section 109 are codified in 24 CFR Part 6.

24 CFR 570.603 LABOR STANDARDS

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act also applies. However, these requirements apply to the rehabilitation of resident property only if such property contains not less than eight (8) units. The regulations in 24 CFR Part 70 apply to the use of volunteers.

24 CFR 570.605 NATIONAL FLOOD INSURANCE PROGRAM

Notwithstanding the date of HUD approval of the In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Contractor shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

24 CFR 570.606 DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (IF APPLICABLE)

The Contractor agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The County may preempt the optional policies.]

The Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Contractor also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

24 CFR 570.607 EMPLOYMENT AND CONTRACTING OPPORTUNITIES

To the extent that they are otherwise applicable, grantees shall comply with Executive Order 11246, as amended, and Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.

24 CFR 570.608 LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

24 CFR 570.609 USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUB-RECIPIENTS

The requirements set forth in 254 CFR Part 5 apply to this program.

24 CFR 570.611 CONFLICT OF INTEREST

The Contractor agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position

to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Contractor, or any designated public agency.

24 CFR 570.612 EXECUTIVE ORDER 12372

Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department’s implementing regulations at 24 CFR Part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs. Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public light-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

24 CFR 570.613 ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS

Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. Benefits under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed below. Benefits do not include relocation services and payments to which displacees are entitled by law. Covered activities under this section means activities meeting the requirements of § 570.208(a) that either:

1. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons;
2. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

The Community Development Block Grant program for small cities, administered under subpart F of Part 570 of this title until closeout of the recipient's grant.

1. The Community Development Block Grant program for entitlement grants, administered under subpart D of Part 570 of this title.
2. The Community Development Block Grant program for States, administered under subpart I of Part 570 of this title until closeout of the unit of general local government's grant by the State.
3. The Urban Development Action Grants program, administered under subpart G of Part 570 of this title until closeout of the recipient's grant.

24 CFR 570.614 ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR 40.2 or the definition of building as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR Part 40 for residential structures, and appendix A to 41 CFR Part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable that is, easily accomplishable and able to be carried out without much difficulty or expense.

**ATTACHMENT H
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
CONFIRMATION OF E-VERIFY PARTICIPATION FORM**

In accordance with Board of County Commissioners Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided; or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under Board of County Commissioners Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in Board of County Commissioners Policy 25(III)(V) may be construed to allow intentional discrimination of any class protected by law.

BUSINESS/ORGANIZATION NAME: BREVARD ALZHEIMER'S FOUNDATION INC.

BID/RFP NUMBER AND NAME: 2019 CDBG PUBLIC SERVICES

AUTHORIZED REPRESENTATIVE'S SIGNATURE: 

DATE: 3/25/20

NAME: Thomas M. ...

POSITION: Exec. Dir.

**FY 2019-2020 Brevard County Community Development Block Grant Agreement
Brevard Alzheimer's Foundation Inc.-Transportation for The Elderly and Disabled**



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- June 2012 Compliance Supplement
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- Appendix C: Management and Oversight Structures HTML | PDF (4 pages, 206 kb)
- Appendix D: Effective Reporting for Data-Driven Decision Making HTML | PDF (8 pages, 1.34 mb)
- Appendix E: Communications Policies HTML | PDF (4 pages, 197 kb)

OMB Circular A-130, Transmittal Memorandum #4, Management of Federal Information Resources (11/28/2000) HTML or PDF (23 pages, 323 kb)

OMB Circular A-131, Value Engineering (12/26/2013) (8 pages, 334 kb)

- Proposed Revision to OMB Circular A-131 (8 pages, 301 kb)

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (includes revisions published in the Federal Register 06/27/2003 and 06/26/2007) (34 pages, 173 kb)

- July 2015 Compliance Supplement
- May 2014 Compliance Supplement
- June 2013 Compliance Supplement

- June 2012 Compliance Supplement
- March 2011 Compliance Supplement
- June 2010 Compliance Supplement
- June 2009 Compliance Supplement Addendum (301 pages, 1.29 mb)
- March 2009 Compliance Supplement
- March 2008 Compliance Supplement
- Appendix A: Data Collection Form (Form SF-SAC)

OMB Circular A-134, Financial Accounting Principles and Standards (05/20/1993)

OMB Circular A-135, Management of Federal Advisory Committees (10/05/1994)

OMB Circular A-136, Financial Reporting Requirements - Revised (8/4/2015) (186 pages, 3.48 mb)

- OMB Circular A-136, Financial Reporting Requirements - Revised (9/18/2014) (183 pages, 1.78 mb)
- OMB Circular A-136, Financial Reporting Requirements - Revised (10/21/2013) (185 pages, 8.17 mb)
- OMB Circular A-136, Financial Reporting Requirements - Revised (8/3/2012) (181 pages, 8.15 mb)
- OMB Circular A-136, Financial Reporting Requirements - Revised (10/27/2011) (182 pages, 6.32 mb)
- OMB Circular A-136, Financial Reporting Requirements - Revised (09/29/2010) (177 pages, 1.12 mb)

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moderate income housing including clearance, site assemblage, provision of site improvements and provision of public improvements and certain housing pre-construction costs set forth in § 570.206(g), are not considered as activities to subsidize or assist new residential construction. CDBG funds may not be used for the construction of new permanent residential structures or for any program to subsidize or assist such new construction, except:

- (i) As provided under the last resort housing provisions set forth in 24 CFR part 42;
- (ii) As authorized under § 570.201(m) or (n);
- (iii) When carried out by an entity pursuant to § 570.204(a);

(4) *Income payments.* The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, "income payments" means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 56912, Nov. 9, 1995; 65 FR 70215, Nov. 21, 2000; 80 FR 75937, Dec. 7, 2015]

§ 570.208 Criteria for national objectives.

The following criteria shall be used to determine whether a CDBG-assisted activity complies with one or more of the national objectives as required under § 570.200(a)(2):

(a) *Activities benefiting low- and moderate-income persons.* Activities meeting the criteria in paragraph (a) (1), (2), (3), or (4) of this section as applicable, will be considered to benefit low and moderate income persons unless there is substantial evidence to the contrary. In assessing any such evidence, the full range of direct effects of the assisted activity will be considered. (The recipient shall appropriately ensure that activities that meet these criteria do not benefit moderate income persons to the exclusion of low income persons.)

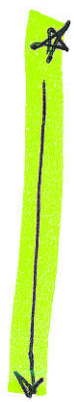
(1) *Area benefit activities.* (i) An activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

(ii) For metropolitan cities and urban counties, an activity that would otherwise qualify under § 570.208(a)(1)(i), except that the area served contains less than 51 percent low- and moderate-income residents, will also be considered to meet the objective of benefiting low- and moderate-income persons where the proportion of such persons in the area is within the highest quartile of all areas in the recipient's jurisdiction in terms of the degree of concentration of such persons. This exception is inapplicable to non-entitlement CDBG grants in Hawaii. In applying this exception, HUD will determine the lowest proportion a recipient may use to qualify an area for this purpose, as follows:

(A) All census block groups in the recipient's jurisdiction shall be rank ordered from the block group of highest proportion of low and moderate income persons to the block group with the lowest. For urban counties, the rank ordering shall cover the entire area constituting the urban county and shall not be done separately for each participating unit of general local government.

(B) In any case where the total number of a recipient's block groups does not divide evenly by four, the block group which would be fractionally divided between the highest and second quartiles shall be considered to be part of the highest quartile.

(C) The proportion of low and moderate income persons in the last census block group in the highest quartile shall be identified. Any service area located within the recipient's jurisdiction and having a proportion of low and moderate income persons at or above this level shall be considered to be within the highest quartile.



(D) If block group data are not available for the entire jurisdiction, other data acceptable to the Secretary may be used in the above calculations.

(iii) An activity to develop, establish, and operate for up to two years after the establishment of, a uniform emergency telephone number system serving an area having less than the percentage of low- and moderate-income residents required under paragraph (a)(1)(i) of this section or (as applicable) paragraph (a)(1)(ii) of this section, provided the recipient obtains prior HUD approval. To obtain such approval, the recipient must:

(A) Demonstrate that the system will contribute significantly to the safety of the residents of the area. The request for approval must include a list of the emergency services that will participate in the emergency telephone number system;

(B) Submit information that serves as a basis for HUD to determine whether at least 51 percent of the use of the system will be by low- and moderate-income persons. As available, the recipient must provide information that identifies the total number of calls actually received over the preceding 12-month period for each of the emergency services to be covered by the emergency telephone number system and relates those calls to the geographic segment (expressed as nearly as possible in terms of census tracts, block numbering areas, block groups, or combinations thereof that are contained within the segment) of the service area from which the calls were generated. In analyzing this data to meet the requirements of this section, HUD will assume that the distribution of income among the callers generally reflects the income characteristics of the general population residing in the same geographic area where the callers reside. If HUD can conclude that the users have primarily consisted of low- and moderate-income persons, no further submission is needed by the recipient. If a recipient plans to make other submissions for this purpose, it may request that HUD review its planned methodology before expending the effort to acquire the information it expects to use to make its case;

(C) Demonstrate that other Federal funds received by the recipient are insufficient or unavailable for a uniform emergency telephone number system. For this purpose, the recipient must submit a statement explaining whether the lack of funds is due to the insufficiency of the amount of the available funds, restrictions on the use of such funds, or the prior commitment of funds by the recipient for other purposes; and

(D) Demonstrate that the percentage of the total costs of the system paid for by CDBG funds does not exceed the percentage of low- and moderate-income persons in the service area of the system. For this purpose, the recipient must include a description of the boundaries of the service area of the emergency telephone number system, the census divisions that fall within the boundaries of the service area (census tracts or block numbering areas), the total number of persons and the total number of low- and moderate-income persons within each census division, the percentage of low- and moderate-income persons within the service area, and the total cost of the system.

(iv) An activity for which the assistance to a public improvement that provides benefits to all the residents of an area is limited to paying special assessments (as defined in §570.200(c)) levied against residential properties owned and occupied by persons of low and moderate income.

(v) For purposes of determining qualification under this criterion, activities of the same type that serve different areas will be considered separately on the basis of their individual service area.

(vi) In determining whether there is a sufficiently large percentage of low- and moderate-income persons residing in the area served by an activity to qualify under paragraph (a)(1) (i), (ii), or (vii) of this section, the most recently available decennial census information must be used to the fullest extent feasible, together with the section 8 income limits that would have applied at the time the income information was collected by the Census Bureau. Recipients that believe that the census data does not reflect current

relative income levels in an area, or where census boundaries do not coincide sufficiently well with the service area of an activity, may conduct (or have conducted) a current survey of the residents of the area to determine the percent of such persons that are low and moderate income. HUD will accept information obtained through such surveys, to be used in lieu of the decennial census data, where it determines that the survey was conducted in such a manner that the results meet standards of statistical reliability that are comparable to that of the decennial census data for areas of similar size. Where there is substantial evidence that provides a clear basis to believe that the use of the decennial census data would substantially overstate the proportion of persons residing there that are low and moderate income, HUD may require that the recipient rebut such evidence in order to demonstrate compliance with section 105(c)(2) of the Act.

(vii) Activities meeting the requirements of paragraph (d)(5)(i) of this section may be considered to qualify under this paragraph, provided that the area covered by the strategy is either a Federally-designated Empowerment Zone or Enterprise Community or primarily residential and contains a percentage of low- and moderate-income residents that is no less than the percentage computed by HUD pursuant to paragraph (a)(1)(ii) of this section or 70 percent, whichever is less, but in no event less than 51 percent. Activities meeting the requirements of paragraph (d)(6)(i) of this section may also be considered to qualify under paragraph (a)(1) of this section.

(2) *Limited clientele activities.* (i) An activity which benefits a limited clientele, at least 51 percent of whom are low- or moderate-income persons. (The following kinds of activities may not qualify under paragraph (a)(2) of this section: activities, the benefits of which are available to all the residents of an area; activities involving the acquisition, construction or rehabilitation of property for housing; or activities where the benefit to low- and moderate-income persons to be considered is the creation or retention of jobs, except as provided in paragraph (a)(2)(iv)

of this section.) To qualify under paragraph (a)(2) of this section, the activity must meet one of the following tests:

(A) Benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

(B) Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or

(C) Have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or

(D) Be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons.

(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled" will be presumed to qualify under this criterion if it is restricted, to the extent practicable, to the removal of such barriers by assisting:

(A) The reconstruction of a public facility or improvement, or portion thereof, that does not qualify under paragraph (a)(1) of this section;

(B) The rehabilitation of a privately owned nonresidential building or improvement that does not qualify under paragraph (a)(1) or (4) of this section; or

(C) The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under paragraph (a)(3) of this section.

(iii) A microenterprise assistance activity carried out in accordance with

the provisions of §570.201(o) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity during each program year who are low- and moderate-income persons. For purposes of this paragraph, persons determined to be low and moderate income may be presumed to continue to qualify as such for up to a three-year period.

(iv) An activity designed to provide job training and placement and/or other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, in which the percentage of low- and moderate-income persons assisted is less than 51 percent may qualify under this paragraph in the following limited circumstance:

(A) In such cases where such training or provision of supportive services assists business(es), the only use of CDBG assistance for the project is to provide the job training and/or supportive services; and

(B) The proportion of the total cost of the project borne by CDBG funds is no greater than the proportion of the total number of persons assisted who are low or moderate income.

(3) *Housing activities.* An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households. This would include, but not necessarily be limited to, the acquisition or rehabilitation of property by the recipient, a sub-recipient, a developer, an individual homebuyer, or an individual homeowner; conversion of nonresidential structures; and new housing construction. If the structure contains two dwelling units, at least one must be so occupied, and if the structure contains more than two dwelling units, at least 51 percent of the units must be so occupied. Where two or more rental buildings being assisted are or will be located on the same or contiguous properties, and the buildings will be under common ownership and management, the grouped buildings may be considered for this purpose as a single structure. Where housing activities being

assisted meet the requirements of paragraph §570.208 (d)(5)(ii) or (d)(6)(ii) of this section, all such housing may also be considered for this purpose as a single structure. For rental housing, occupancy by low and moderate income households must be at affordable rents to qualify under this criterion. The recipient shall adopt and make public its standards for determining "affordable rents" for this purpose. The following shall also qualify under this criterion:

(i) When less than 51 percent of the units in a structure will be occupied by low and moderate income households, CDBG assistance may be provided in the following limited circumstances:

(A) The assistance is for an eligible activity to reduce the development cost of the new construction of a multifamily, non-elderly rental housing project;

(B) Not less than 20 percent of the units will be occupied by low and moderate income households at affordable rents; and

(C) The proportion of the total cost of developing the project to be borne by CDBG funds is no greater than the proportion of units in the project that will be occupied by low and moderate income households.

(ii) When CDBG funds are used to assist rehabilitation eligible under §570.202(b)(9) or (10) in direct support of the recipient's Rental Rehabilitation program authorized under 24 CFR part 511, such funds shall be considered to benefit low and moderate income persons where not less than 51 percent of the units assisted, or to be assisted, by the recipient's Rental Rehabilitation program overall are for low and moderate income persons.

(iii) When CDBG funds are used for housing services eligible under §570.201(k), such funds shall be considered to benefit low- and moderate-income persons if the housing units for which the services are provided are HOME-assisted and the requirements at 24 CFR 92.252 or 92.254 are met.

(4) *Job creation or retention activities.* An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income

persons. To qualify under this paragraph, the activity must meet the following criteria:

(i) For an activity that creates jobs, the recipient must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the recipient must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- or moderate-income person upon turnover.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The recipient and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

(iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:

(A) He/she resides within a census tract (or block numbering area) that either:

(1) Meets the requirements of paragraph (a)(4)(v) of this section; or

(2) Has at least 70 percent of its residents who are low- and moderate-income persons; or

(B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (a)(4)(v) of this section

and the job under consideration is to be located within that census tract.

(v) A census tract (or block numbering area) qualifies for the presumptions permitted under paragraphs (a)(4)(iv)(A)(1) and (B) of this section if it is either part of a Federally-designated Empowerment Zone or Enterprise Community or meets the following criteria:

(A) It has a poverty rate of at least 20 percent as determined by the most recently available decennial census information;

(B) It does not include any portion of a central business district, as this term is used in the most recent Census of Retail Trade, unless the tract has a poverty rate of at least 30 percent as determined by the most recently available decennial census information; and

(C) It evidences pervasive poverty and general distress by meeting at least one of the following standards:

(1) All block groups in the census tract have poverty rates of at least 20 percent;

(2) The specific activity being undertaken is located in a block group that has a poverty rate of at least 20 percent; or

(3) Upon the written request of the recipient, HUD determines that the census tract exhibits other objectively determinable signs of general distress such as high incidence of crime, narcotics use, homelessness, abandoned housing, and deteriorated infrastructure or substantial population decline.

(vi) As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies under this paragraph, except:

(A) In certain cases such as where CDBG funds are used to acquire, develop or improve a real property (e.g., a business incubator or an industrial park) the requirement may be met by measuring jobs in the aggregate for all the businesses which locate on the property, provided such businesses are not otherwise assisted by CDBG funds.

(B) Where CDBG funds are used to pay for the staff and overhead costs of an entity making loans to businesses exclusively from non-CDBG funds, this requirement may be met by aggregating the jobs created by all of the

businesses receiving loans during each program year.

(C) Where CDBG funds are used by a recipient or subrecipient to provide technical assistance to businesses, this requirement may be met by aggregating the jobs created or retained by all of the businesses receiving technical assistance during each program year.

(D) Where CDBG funds are used for activities meeting the criteria listed at § 570.209(b)(2)(v), this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(E) Where CDBG funds are used by a Community Development Financial Institution to carry out activities for the purpose of creating or retaining jobs, this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(F) Where CDBG funds are used for public facilities or improvements which will result in the creation or retention of jobs by more than one business, this requirement may be met by aggregating the jobs created or retained by all such businesses as a result of the public facility or improvement.

(1) Where the public facility or improvement is undertaken principally for the benefit of one or more particular businesses, but where other businesses might also benefit from the assisted activity, the requirement may be met by aggregating only the jobs created or retained by those businesses for which the facility/improvement is principally undertaken, provided that the cost (in CDBG funds) for the facility/improvement is less than \$10,000 per permanent full-time equivalent job to be created or retained by those businesses.

(2) In any case where the cost per job to be created or retained (as determined under paragraph (a)(4)(vi)(F)(1) of this section) is \$10,000 or more, the requirement must be met by aggregating

the jobs created or retained as a result of the public facility or improvement by all businesses in the service area of the facility/improvement. This aggregation must include businesses which, as a result of the public facility/improvement, locate or expand in the service area of the facility/improvement between the date the recipient identifies the activity in its action plan under part 91 of this title and the date one year after the physical completion of the facility/improvement. In addition, the assisted activity must comply with the public benefit standards at § 570.209(b).

(b) *Activities which aid in the prevention or elimination of slums or blight.* Activities meeting one or more of the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:

(1) *Activities to address slums or blight on an area basis.* An activity will be considered to address prevention or elimination of slums or blight in an area if:

(i) The area, delineated by the recipient, meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(ii) The area also meets the conditions in either paragraph (A) or (B):

(A) At least 25 percent of properties throughout the area experience one or more of the following conditions:

(1) Physical deterioration of buildings or improvements;

(2) Abandonment of properties;

(3) Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;

(4) Significant declines in property values or abnormally low property values relative to other areas in the community; or

(5) Known or suspected environmental contamination.

(B) The public improvements throughout the area are in a general state of deterioration.

(iii) Documentation is to be maintained by the recipient on the boundaries of the area and the conditions and standards used that qualified the area at the time of its designation. The recipient shall establish definitions of the conditions listed at

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§ 570.208(b)(1)(ii)(A), and maintain records to substantiate how the area met the slums or blighted criteria. The designation of an area as slum or blighted under this section is required to be redetermined every 10 years for continued qualification. Documentation must be retained pursuant to the recordkeeping requirements contained at § 570.506 (b)(8)(ii).

(iv) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area. Rehabilitation of residential buildings carried out in an area meeting the above requirements will be considered to address the area's deterioration only where each such building rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making a building substandard have been eliminated if less critical work on the building is undertaken. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the housing quality standards for the Section 8 Housing Assistance Payments Program-Existing Housing (24 CFR 882.109).

(2) *Activities to address slums or blight on a spot basis.* The following activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance; relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements. However, rehabilitation must be limited to eliminating those conditions that are detrimental to public health and safety. If acquisition or relocation is undertaken, it must be a precursor to another eligible activity (funded with CDBG or other resources) that directly eliminates the specific conditions of blight or physical decay, or environmental contamination.

(3) *Activities to address slums or blight in an urban renewal area.* An activity will be considered to address prevention or elimination of slums or blight in an urban renewal area if the activity is:

(i) Located within an urban renewal project area or Neighborhood Development Program (NDP) action area; i.e., an area in which funded activities were authorized under an urban renewal Loan and Grant Agreement or an annual NDP Funding Agreement, pursuant to title I of the Housing Act of 1949; and

(ii) Necessary to complete the urban renewal plan, as then in effect, including *initial* land redevelopment permitted by the plan.

NOTE: Despite the restrictions in (b) (1) and (2) of this section, any rehabilitation activity which benefits low and moderate income persons pursuant to paragraph (a)(3) of this section can be undertaken without regard to the area in which it is located or the extent or nature of rehabilitation assisted.

(c) *Activities designed to meet community development needs having a particular urgency.* In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the recipient certifies that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the recipient is unable to finance the activity on its own, and that other sources of funding are not available. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the recipient.

(d) *Additional criteria.* (1) Where the assisted activity is acquisition of real property, a preliminary determination of whether the activity addresses a national objective may be based on the planned use of the property after acquisition. A final determination shall be based on the actual use of the property, excluding any short-term, temporary use. Where the acquisition is for the purpose of clearance which will eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property. However, any subsequent use or disposition of the cleared property shall be treated as a "change of use" under § 570.505.

(2) Where the assisted activity is relocation assistance that the recipient is required to provide, such relocation

assistance shall be considered to address the same national objective as is addressed by the displacing activity. Where the relocation assistance is voluntary on the part of the grantee the recipient may qualify the assistance either on the basis of the national objective addressed by the displacing activity or on the basis that the recipients of the relocation assistance are low and moderate income persons.

(3) In any case where the activity undertaken for the purpose of creating or retaining jobs is a public improvement and the area served is primarily residential, the activity must meet the requirements of paragraph (a)(1) of this section as well as those of paragraph (a)(4) of this section in order to qualify as benefiting low and moderate income persons.

(4) CDBG funds expended for planning and administrative costs under § 570.205 and § 570.206 will be considered to address the national objectives.

(5) Where the grantee has elected to prepare an area revitalization strategy pursuant to the authority of § 91.215(e) of this title and HUD has approved the strategy, the grantee may also elect the following options:

(i) Activities undertaken pursuant to the strategy for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities in the area for which, pursuant to the strategy, CDBG assistance is obligated during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(6) Where CDBG-assisted activities are carried out by a Community Development Financial Institution whose charter limits its investment area to a primarily residential area consisting of at least 51 percent low- and moderate-income persons, the grantee may also elect the following options:

(i) Activities carried out by the Community Development Financial Institution for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the re-

quirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities for which the Community Development Financial Institution obligates CDBG assistance during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(7) Where an activity meeting the criteria at § 570.209(b)(2)(v) may also meet the requirements of either paragraph (d)(5)(i) or (d)(6)(i) of this section, the grantee may elect to qualify the activity under either the area benefit criteria at paragraph (a)(1)(vii) of this section or the job aggregation criteria at paragraph (a)(4)(vi)(D) of this section, but not both. Where an activity may meet the job aggregation criteria at both paragraphs (a)(4)(vi)(D) and (E) of this section, the grantee may elect to qualify the activity under either criterion, but not both.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56912, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 71 FR 30035, May 24, 2006; 72 FR 46370, Aug. 17, 2007]

§ 570.209 Guidelines for evaluating and selecting economic development projects.

The following guidelines are provided to assist the recipient to evaluate and select activities to be carried out for economic development purposes. Specifically, these guidelines are applicable to activities that are eligible for CDBG assistance under § 570.203. These guidelines also apply to activities carried out under the authority of § 570.204 that would otherwise be eligible under § 570.203, were it not for the involvement of a Community-Based Development Organization (CBDO). (This would include activities where a CBDO makes loans to for-profit businesses.) These guidelines are composed of two components: guidelines for evaluating project costs and financial requirements; and standards for evaluating public benefit. The standards for evaluating public benefit are *mandatory*, but the guidelines for evaluating projects costs and financial requirements are not.