

2020-2021
SUBRECIPIENT AGREEMENT BETWEEN
CITY OF PALM BAY
AND
BREVARD ALZHEIMER'S FOUNDATION. INC.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV)
PUBLIC SERVICE

THIS AGREEMENT is entered into this 15 day of April, 2021 by and between the City of Palm Bay, State of Florida, whose address is 120 Malabar Road, S.E., Palm Bay, Florida 32907, (hereinafter referred to as "City") and Brevard Alzheimer's Foundation, Inc., a private non-profit corporation incorporated under the laws of Florida, whose corporate headquarters mailing address is 4676 N. Wickham Rd., Melbourne, FL 32935, (hereinafter referred to as "Subrecipient").

WHEREAS, the City has received Community Development Block Grant – Coronavirus (CDBG-CV) funds under Title I of the Housing and Community Development Act of 1974 (HCD Act), Public Law 93-383, as amended; from the U.S. Department of Housing and Urban Development bearing the grant-identifier number assigned by HUD of B-18-MC-12-0032; and,

WHEREAS, pursuant to this CDBG-CV grant the City is undertaking certain activities that prepare, prevent, or respond to the Coronavirus; and,

WHEREAS, the City desires to engage the Subrecipient to give certain assistance in connection with such undertakings; and,

NOW, THEREFORE, the City and the Subrecipient do mutually agree as follows:

I. DEFINITIONS: As used in this Contract:

- A. "CDBG-CV" means Community Development Block Grant-Coronavirus.
- B. "Agreement" means the CDBG-CV Subrecipient Agreement between the City of Palm Bay and the non-profit agency indicated in the opening paragraph of this document.
- C. "Contractor" means an entity other than the Subrecipient (except as noted in the Labor Standards Provisions), that furnishes to the City and Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).
- D. "HUD" means the U.S. Department of Housing and Urban Development.

- E. "Project" means the Community Development Block Grant - Coronavirus Program project approved by the City in the Substantial Amendment to the Annual Action Plan.
- F. "Subrecipient" means the entity, whether public, not-for-profit or private, which has the responsibility for administering the subject CDBG-assisted project or activity.

II. SCOPE OF SERVICES

A. Activities

The Subrecipient shall perform all services according to the Program Description and Statement of Work attached as **ATTACHMENT I** and made part of this Agreement. Such services shall be conducted in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet the following National Objective: **Benefitting low- and moderate-income persons.**

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

| <u>Activity</u> | <u>Persons Served</u> |
|---|--|
| <u>Senior Transportation – Safe Ride</u> | <u>800 duplicated seniors</u> |
| <u>Home Delivery – Nutrition Assistance</u> | <u>600 families (150 families of four)</u> |

Staffing

The Subrecipient will maintain its current staff who have the requisite experience to implement the activity(s) identified in this Agreement.

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the review and prior approval of the City for the purpose of maintaining performance consistency.

D. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as

determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

III. TERM OF AGREEMENT

This Agreement shall commence on the 1st day of April 2021, and end on the 31st day of March 2022. The term of this Agreement will not be extended and is subject to termination provisions set forth herein and the expiration date of the City's CDBG-CV grant from HUD.

IV. BUDGET

The CDBG-CV funds shall be used solely for the stated purposes set forth in this Agreement and **ATTACHMENT II**, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by the City, evidencing the costs incurred. Any and all program income earned on the CDBG-CV Funds shall be remitted to the City. If the CDBG Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the CDBG-CV Funds exceeds the eligible costs of the Activity(s), the amounts improperly expended or not expended shall be returned to the City within thirty (30) days after the expiration or termination of this Agreement. The City shall require delivery before payment is made for purchased goods, equipment or services unless the City obtains satisfactory security from the vendor.

Project costs shall be paid in accordance with the budget allocations outlined in **ATTACHMENT II**. All costs incurred must be fully documented. In addition, the City may require an additional detail budget breakdown. Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and Subrecipient and be in accordance with the City's Agreement.

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **Twenty-Nine Thousand Nine Hundred Dollars and Zero Cents (\$29,975.00)**.

Reimbursement of eligible expenses shall be made against the line item budgets specified in **ATTACHMENT II** herein and in accordance with performance. Expenses for general administration (if applicable) shall also be paid against the line item budgets specified in **ATTACHMENT II** and in accordance with

performance. Payment requests shall be due by the 15th day following the end of each calendar month.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.302

VI. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any required notice shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City

Sandra Urban,
Housing Administrator
City of Palm Bay
120 Malabar Road, S.E.
Palm Bay, FL 32907
321-952-3400 ext. 3408
Sandra.urban@palmbayflorida.org

Subrecipient

Timothy Timmerman,
Executive Director
Brevard Alzheimer's Foundation, Inc.
4676 N. Wickham Rd.
Melbourne, FL 32935
321-253-4430
ttimmermann@brevardalz.org

VII. GENERAL CONDITIONS

A. General Compliance With Approved Program And HUD Regulations

All activities authorized by this Agreement shall be performed in accordance with the approved Program Description, the approved Budget, and the Grant Special Conditions, if any. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that:

- 1) The Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and
- 2) The Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided

under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. 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 Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor, except as approved as reimbursable expenses to the Subrecipient under this Agreement.

C. Hold Harmless

The Subrecipient agrees to defend, indemnify and save harmless the City and HUD from any and all claims, actions, suits, charges and judgments of any nature whatsoever which may arise from the Subrecipient's performance or nonperformance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the City, its officers, agents or employees. Refer to **Section VIII C. 4. Disallowance of Program Costs by the City or HUD** below for requirements respective to disallowance of costs by the City or HUD. Further, nothing in this paragraph shall be construed as a waiver by the City of its right to statutory sovereign immunity under Florida Statute §768.28.

D. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to reimbursements from the City.

The Subrecipient shall also provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

The Subrecipient shall comply with the bonding and insurance requirements of, 2 CFR 200.310 Insurance coverage and 2 CFR 200.310, Contract provisions.

The Subrecipient shall also provide the City of Palm Bay, when requested by City staff, a copy of the Certificate of Insurance.

E. Identification of CDBG Funding In Project Activities

The Subrecipient shall insure recognition of the role of the City and HUD in providing services through this Agreement.

- 1) All activities, facilities and items utilized in whole or in part with funds pursuant to this Agreement shall prominently identify the City's CDBG-CV Program and HUD as sponsors / funding sources of the Project.
- 2) All publications, including news releases, pamphlets, brochures or other printed material, prepared and/or distributed by the Subrecipient in connection with project for which CDBG-CV funding is provided under this Agreement shall identify the City's CDBG-CV Program and HUD as sponsors of the activity by the inclusion of the following statement of all such material:

"This _____ project was funded (in whole or in part) with the assistance of the City of Palm Bay through federal Community Development Block Grant – Coronavirus funds made available by the U.S. Department of Housing & Urban Development under Title I of the Federal Housing and Community Development Act, as amended."

Failure to comply with 1 or 2 above shall result in a disallowance of all costs incurred for the project.

F. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

G. Suspension or Termination of Agreement

- 1) In accordance with 24 CFR 85.43 2 CFR 200.338 and 2 CFR 200.339, the City may suspend or terminate this Agreement if the Subrecipient

materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

- a) 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;
 - b) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect;
 - d) Ineffective or improper use of funds provided under this Agreement;
 - e) Failure of the Subrecipient to comply with the City's corrective action plan respective to annual independent audits required by the City herein;
 - f) Suspension or termination by HUD of the grant to the City under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary HUD directive, the Subrecipient may adjust its budget and recommend Agreement amendments to the City.
 - g) The City may also terminate, assign or transfer this Agreement when required by HUD direction.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated by either the City or the Subrecipient in whole or in part, by mutual agreement 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 City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the provisions of 2 CFR 200.502 and all requirements and standards which include but are not limited to the following:

- A. Financial Management
 - 1) Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 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.

2) Cost Principles

The Subrecipient shall administer its Project in conformance with 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3) Allowable and Allocable Costs

Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in **ATTACHMENT II** shall control amount of allowable expenditures.

4) Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

5) Restriction on Disbursements

No money under this Agreement shall be disbursed by the Subrecipient to any contractor except pursuant to a written contract which incorporates the applicable requirements of this Agreement and HUD regulations and unless the contractor is in compliance with HUD requirements for applicable accounting and fiscal matters.

B. Records

1) Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 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 CDBG-CV program;
- 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 CDBG-CV assistance;

- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- f) Financial records as required by 24 CFR 570.502, and 2CFR 200.333; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the 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 must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3) Real and Non-Expendable Property

The Subrecipient shall keep inventory records, acceptable to the City, on all real and non-expendable property purchased under this Agreement. The Subrecipient shall submit an inventory record of all items at the end of the program year and resubmit it each program year with revisions as necessary.

4) Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level (based from program year's HUD release income guidelines), third party verification and other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

5) Disclosure of Client Information

The Subrecipient 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 City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

6) Program Close-Out

The Subrecipient's obligation to the City 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 balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-CV funds, including program income.

In the event the Subrecipient does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by the Subrecipient and approved by the City for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to the Subrecipient under this Agreement.

7) Access to Records

At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Agreement. Further, the Subrecipient shall permit the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

8) Subrecipient Audit Requirements:

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, 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 must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and 2 CFR Part 200.

- a) A Subrecipient that expends \$750,000 or more in federal funds is required to have an audit in accordance with 2 CFR Part 200.514. The

Subrecipient is responsible for submitting a data collection form and reporting package to the federal clearinghouse within nine months of the end of the audit period. The reporting package must also be submitted to the Recipient. Per 2 CFR Part 200.515, the reporting package consists of:

- i. Financial Statements
 - ii. Schedule of Expenditures of Federal Awards
 - iii. Summary Schedule of Prior Audit Findings
 - iv. Auditor's report
 - v. Corrective Action Plan for current year audit findings
- b) Subrecipients that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Florida Statutes. An audit in compliance with 2 CFR Part 200 will meet the audit requirements of the state of Florida.
- c) All Subrecipient audits shall be completed within 180 days after the ending date of the Subrecipient's fiscal year. One (1) copy of each audit report shall be delivered by the Subrecipient to the City.
- d) If the Subrecipient is unable or unwilling to have an audit conducted in accordance with 2 CFR Part 200, the City shall take one or more of the following actions:
- i. Withhold a percentage of federal CDBG-CV funds until the applicable audit is completed satisfactorily;
 - ii. Suspend further disbursements of federal CDBG-CV funds until the audit is conducted; or
 - iii. Terminate this Agreement in accordance with **Section VII. G. Suspension or Termination of Agreement** of this Agreement.

C. Reporting and Payment Procedure

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such program income during the contract period for activities permitted under this Agreement as outlined in **ATTACHMENT I** under the Statement of Work and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City 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 City.

2. Indirect Costs

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

3. Payment Procedures

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient using **ATTACHMENT III** and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

4. Disallowance of Program Costs by the City or HUD

The Subrecipient agrees to indemnify and save harmless the City from disallowances by the City or HUD of project costs incurred by the Subrecipient which arise from the Subrecipient's performance or nonperformance of this Agreement due to the Subrecipient's failure to meet a national objective of the Community Development Block Grant (CDBG) Program pursuant to 24 CFR 570.200(a)(2), 24 CFR 570.208, and 24 CFR 570.483, or for failure to comply with CDBG/HUD regulations or HUD regulatory requirements as determined by the City or HUD. The Subrecipient agrees to promptly repay the City for all such disallowed costs incurred by the Subrecipient.

5. Progress Reports

The Subrecipient shall, at a minimum, submit the following reports to the City:

- a) Monthly Units of Service Report enclosed as **ATTACHMENT IV** and monthly Race Ethnicity Report enclosed as **ATTACHMENT V** due by the 15th day following the end of each calendar month, such reports outlining activities undertaken during such calendar quarter toward completion of the subject Project and the progress in meeting the prescribed CDBG national objective under the City's Grant Agreement with HUD;
- b) A final report at the conclusion of the project for which funds are provided under this Agreement which summarizes the successes or failures of the assisted activity, and the level of attainment respective to the CDBG national objective prescribed under the CDBG-CV Grant Agreement between HUD and the City.

D. Procurement

1. Compliance

The Subrecipient shall comply with current City 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 (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.217 through 2 CFR 200.326.

E. 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 2 CFR 200.311 and 2CFR 200.313 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any CDBG-CV 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. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds 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 Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG-CV program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-CV funds used to acquire the equipment].

IX. PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title XLIV, Chapters 760-765, Civil Rights, Florida Statutes and with:

- a) Title VI of the Civil Rights Act of 1964 as amended - which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b) Title VIII of the Civil Rights Act of 1968 as amended - which provides for fair housing throughout the United States. Kinds of discrimination

prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. HUD (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.

- c) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended - which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
- d) Section 504 of the Rehabilitation Act of 1973 - which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- e) the Americans with Disabilities Act of 1990 - which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- f) the Age Discrimination Act of 1975 - which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- g) Executive Order 11063 as amended by Executive Order 12259 – which requires equal opportunity in housing and related facilities provided by federal financial assistance.
- h) Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086 - which prohibits discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts, as applicable.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised in Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications, an Affirmative Action Plan in keeping with the

principles as provided in President's Executive Order 11246 of September 24, 1965. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such plan. The Subrecipient shall submit its plan for an Affirmative Action for approval prior to expenditure of funds awarded.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient agrees to comply with the provisions of Executive Order 11625.

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients and subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of paragraph **IX. A. Civil Rights**, and **IX. B., Affirmative Action**, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients or subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

In connection with its compliance with Section 3 and the Section 3 Clause set forth below, the Subrecipient shall insert in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement the Section 3 Clause which follows:

"The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with this Project are given to low- and very low-income persons residing within the City of Palm Bay; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with this Project to business concerns that provide economic opportunities for low- and very low-income persons residing within the City of Palm Bay; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notification

The Subrecipient and any of the Subrecipient's subrecipients and subcontractors will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Subrecipient and any of the Subrecipient's subrecipients and subcontractors will include the above Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development under 24 CFR Part 135. The Subrecipient and any of the Subrecipient's subrecipients and subcontractors will not subcontract with any subcontractor where Subrecipient or any of the Subrecipient's subrecipients and subcontractors has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Monitoring

a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Part II, Chapter 15.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include (but are not limited to) the following:

- a) The Subrecipient 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 Subrecipient 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 City, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification:

The undersigned representative of the Subrecipient certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

6. Copyright

If this Agreement results in any publication or other copyrightable material, the author may copyright the work, but the City and HUD reserve the right to royalty-free, non-exclusive, and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted for governmental purposes.

7. Patents

Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the City for determination by the City and HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provisions.

XII. JURY TRIAL, VENUE & ATTORNEY FEES

Venue of all actions shall lie in Brevard County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this Agreement, reasonable attorney fees of the City Attorney or Deputy City Attorney shall be based on the fees regularly charged by a private attorney with an equivalent number of years of professional experience who practices in Brevard County, Florida.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

XIV. APPLICABLE LAW

This law applicable to this Contract is hereby agreed to be the law of the State of Florida.

[Remainder of page left intentionally blank]

Date 4-16-21

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

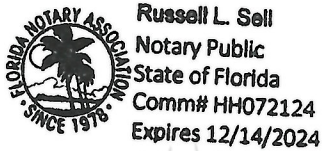
By [Signature]
Signature

Title: Timothy Timmerman, Executive Director
Brevard Alzheimer's Foundation, Inc.

**STATE OF FLORIDA
COUNTY OF BREVARD**

SWORN to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this 16th day of April, 2021 by Tim Timmerman who is personally known to me or did produce Driver's License as identification.

NOTARY SEAL/STAMP:



Russell Sell
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES ON: 12/14/24

Attest: [Signature] Deputy
City Clerk

By [Signature]
Suzanne Sherman, City Manager

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

[Signature]
CITY ATTORNEY

[Remainder of page left intentionally blank]

ATTACHMENT I

PROGRAM DESCRIPTION AND STATEMENT OF WORK

A. DESCRIPTION OF WORK TO BE PERFORMED:

Food Box Delivery (to Palm Bay households with at least one family member who is a senior aged 60-plus and that is transportation disadvantaged; Senior transportation for Palm Bay seniors for life sustaining trips to doctor, COVID testing, grocery, etc.

B. SERVICE AREA OF CDBG PROGRAM:

Citywide, in Palm Bay

C. SCHEDULE FOR COMPLETION OF WORK / PROJECT TIMETABLE:

| Activity | Timeframe |
|--|-------------------|
| Senior Transportation – Safe Ride Program | Apr 2021-Mar 2022 |
| Home Delivery – Nutrition Assistance Program | Apr 2021-Mar 2022 |

D. TARGETED GOALS OF SUBRECIPIENT:

Nutrition services for Palm bay senior citizens. 600 people served, 100% of whom are Low/Mod Income; Transportation services for Palm bay senior citizens. 800 people served, 100% of whom are Low/Mod Income

| | Number to be served |
|---|---------------------|
| Total Number of People/Households Served | <u>1,400</u> people |
| Number that are Low/Moderate Income (No more than 80% of the area median income) | <u>1,400</u> people |
| % Low/Moderate | <u>100</u> % |

ATTACHMENT II
PROGRAM BUDGET

| Section A – Budget Summary | | | |
|---|--------------------------------------|-----------------------|---------------------|
| Grant Project Function or Activity | City of Pam Bay | Other Funding Sources | |
| Grocery Delivery for Palm Bay Residents | \$ 9,975.00 | \$170,000.00 | \$179,795.00 |
| Transportation for Life Sustaining Trips for Palm Bay Residents | \$20,000.00 | \$315,000.00 | \$335,000.00 |
| Totals | \$29,975.00 | \$485,000.00 | \$514,795.00 |
| Section B – Budget Categories | | | |
| Object Class Categories | Grant Program, Function, or Activity | | Total |
| | (1) | (2) | |
| a. Cost per Participant (Grocery Delivery) | \$3.50 | \$3.50 | \$7.00 |
| a. Cost per Participant (NEMT Transportation) | \$25.00 | \$25.00 | \$50.00 |
| | | | |
| c. Totals | \$28.80 | \$28.50 | \$57.50 |

ATTACHMENT III

REQUEST FOR PAYMENT

BREVARD ALZHEIMER'S FOUNDATION, INC.

2020/21 CDBG-CV PROGRAM YEAR

AGENCY NAME: _____ **MO./YR.** _____

PROGRAM NAME: _____

PREPARER'S NAME: _____ **Phone:** _____

| | |
|-------------------------------|-------------|
| Approved CDBG-CV Budget | \$29,975.00 |
| CDBG-CV Disbursements To Date | \$ |
| Available CDBG-CV Balance | \$ |

This Request:

| Budget Line Item: | AMOUNT BEING REQUESTED FOR CDBG-CV REIMBURSEMENT: |
|---------------------|---|
| Grocery Delivery | |
| NEMT Transportation | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total Request: | |

Signature of Executive Director or Board President: _____ Date: _____

Signature of CD Staff: _____ Date: _____

ATTACHMENT IV

UNITS OF SERVICE REPORT

BREVARD ALZHEIMER'S FOUNDATION, INC.

2020/21 CDBG-CV PROGRAM YEAR

Agency Name: _____

Preparer's Name: _____ **Phone:** _____

Calendar Month of Report: _____

| Units Directly Applicable Toward Contract | | |
|--|-----------------|---|
| Type of Unit | Number of Units | Number of new persons served <i>this</i> month: (should match column A on Race/Ethnicity Report) |
| | | |
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Other Notable activities: _____

Signature of Executive Director or Board President **Date:**

**CITY OF PALM BAY
RACE/ETHNICITY REPORT
BREVARD ALZHEIMER'S FOUNDATION, INC.
2020/21 CDBG-CV PROGRAM YEAR**

Agency Name: _____

Preparer's Name: _____ **Phone:** _____

Calendar Month of Report: _____

NOTE: Totals for the three income groups (columns B-E) should equal the total in column A. If you served a "Presumed Benefit" clientele, write "PB" in columns C-E instead of numbers. Columns F and G should equal total in column A. Columns R and S stand alone.

| Month | Total # Persons Assisted | Non-Low/Mod Clients | Moderate-Income Clients | Low-Income Clients | Extremely Low-Income Clients | Hispanic | Non-Hispanic | White | Black/African American | Asian | American Indian/Alaska Native | Native Hawaiian/Other Pacific Islander | American Indian/Alaskan Native and White | Asian and White | Black/African American and White | American Indian/Alaskan Native and Black | American Indian/Alaskan Native and Black | Persons with Disabilities | Female Head of Household |
|-------|--------------------------|---------------------|-------------------------|--------------------|------------------------------|----------|--------------|-------|------------------------|-------|-------------------------------|--|--|-----------------|----------------------------------|--|--|---------------------------|--------------------------|
| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S |
| APR | | | | | | | | | | | | | | | | | | | |
| MAY | | | | | | | | | | | | | | | | | | | |
| JUN | | | | | | | | | | | | | | | | | | | |
| JUL | | | | | | | | | | | | | | | | | | | |
| AUG | | | | | | | | | | | | | | | | | | | |
| SEP | | | | | | | | | | | | | | | | | | | |
| OCT | | | | | | | | | | | | | | | | | | | |
| NOV | | | | | | | | | | | | | | | | | | | |
| DEC | | | | | | | | | | | | | | | | | | | |
| JAN | | | | | | | | | | | | | | | | | | | |
| FEB | | | | | | | | | | | | | | | | | | | |
| MAR | | | | | | | | | | | | | | | | | | | |
| YTD | | | | | | | | | | | | | | | | | | | |

