

City of Melbourne



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Housing & Urban Improvement Division

695 E. University Blvd. • Melbourne, FL 32901-7121

• (321) 608-7530 • FAX (321) 674-5738 • E-Mail: abby.johnson@mlbfl.org

November 3, 2022

Timothy Timmermann, Executive Director
Brevard Alzheimer's Foundation, Inc.
4676 N. Wickham Road
Melbourne, FL 32935

Re: Fiscal Year 2022-2023 Public Services Agreement

Dear Mr. Timmermann:

Enclosed please find a fully executed Agreement (*effective date 10/26/2022*) between the City of Melbourne and Brevard Alzheimer's Foundation, Inc. to provide funding for non-emergency medical transportation services. Please keep this Agreement on file for your records.

If you have any questions or need more information regarding the Agreement, please contact me at 608-7530.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Abby Johnson', written over a light blue horizontal line.

Abby Johnson
Housing & Urban Improvement Manager

cc: Sueann Thomaston, Program Administrator

Enclosure

**FUNDING AGREEMENT
FOR SUBRECIPIENT AS PROVIDER OF PUBLIC SERVICES**

THIS FUNDING AGREEMENT FOR SUBRECIPIENT AS PROVIDER OF PUBLIC SERVICES (this "Agreement") is entered into this OCT 26 2022 by and between the **City of Melbourne**, a Florida municipal corporation whose principal place of business is 900 East Strawbridge Avenue, Melbourne, Florida 32901-4739 (hereinafter referred to as the "City"), and **Brevard Alzheimer's Foundation, Inc.**, a Florida not-for-profit corporation whose principal place of business is 4676 N. Wickham Road, Melbourne, Florida 32935 (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, City, as an entitlement community, entered into an agreement with HUD to receive a grant for the implementation of a local CDBG program, pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, Subrecipient submitted a proposal to utilize a portion of FY 2022-2023 Grant Funds to enable Subrecipient to provide public services to low- and moderate-income persons in the City of Melbourne and surrounding area as more fully described in Section 2.4.1. herein; and

WHEREAS, these services were included as part of the 2022-2023 Consolidated Action Plan, which plan was approved by the Melbourne City Council on July 12, 2022; and

WHEREAS, Subrecipient has available the necessary qualified personnel, facilities, materials and supplies to perform such services and/or carry out such programs for individuals and families who are eligible and qualified to receive said services and are within the income limits for low- and moderate -income persons as defined by HUD and adjusted annually.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and Subrecipient agree as follows:

SECTION 1. RECITALS, EXHIBITS, DEFINITIONS

1.1. **Recitals.** Each and all the foregoing recitals are hereby declared to be true and corrects and are incorporated herein.

1.2. **Exhibits; Attachments.** The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
"A"	HUD Standards of Eligibility
"B"	Description of Work
"C"	Implementation Schedule
"D"	Budget

<u>Attachments*</u>	<u>Description</u>
"1"	Required Subrecipient Worksheet
"2"	Request for Reimbursement
"3"	Self-Declaration of Eligibility
"4"	City of Melbourne Audit Certification
"5"	Progress and Performance Reports
"6"	Duplication of Benefits

*The forms of the Attachments are subject to change from time to time in the sole discretion of the CITY in order to comply with the requirements of the CDBG Program.

1.3. **Definitions.** In this Agreement, unless the context otherwise requires, the terms set forth below are defined as follows:

- (a) "CDBG" means the Community Development Block Grant Program.
- (b) "CFR" means the United States Code of Federal Regulations.
- (c) "HUD" means the United States Department of Housing and Urban Development.
- (d) "Grant Funds" means and refers to a maximum of **\$10,000.00** allocated to Subrecipient from the City's FY 2022-2023 Grant Funds, subject to the terms and conditions of the Subject Program and this Agreement. Grant funds will not be used for the acquisition of or improvement of real property.
- (e) "Low-income person" means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.
- (f) "Moderate-income person" means a member of a family that has an income equal to or less than the Section 8 limit and greater than the Section 8 very low-income limit, established by HUD.
- (g) "Program Income" means gross income received by the Subrecipient directly generated from the use of Grant Funds, except as provided by 24 CFR §570.500(a)(4).
- (h) "Project" means the administration of the program and the performance of the services provided by the Subrecipient as more fully defined in the Description of Work attached as Exhibit "B" in accordance with the Implementation Schedule attached as Exhibit "C" and the Budget attached as Exhibit "D".
- (i) "Public Services" refers to the statutory definition in 24 CFR §570.201 and does not suggest provision of any direct services from the City.

SECTION 2. SCOPE OF SERVICES AND USE OF FUNDS

2.1. **National Objectives and Use.** Subrecipient certifies that the activities carried out with the funds provided under this Agreement will meet the CDBG program national objective of benefiting low- and moderate- income persons as required under 24 CFR §570.201(e) and 24 CFR §570.208.

2.2. **Sub-award.** Under the terms and conditions of this Agreement, the City has allocated a subaward to Subrecipient in the amount of the Grant Funds towards the public services more fully described in Section 2.4. herein. Any funds remaining unexpended or not disbursed to Subrecipient by the City as of the termination of this Agreement, or within one (1) month of expiration of this Agreement, may be de-obligated from this Agreement and made available for other City projects as determined by the City.

2.3. **Required Subrecipient Information.** Subrecipient attests that the Required Subrecipient Worksheet attached hereto and incorporated herein as **Attachment "1"** reflects accurate and true information at the time of receipt of the subaward and may be modified as any of the required data elements change.

2.4. **Statement of Work.** [24 CFR § 570.503(b)(1)]

2.4.1. *Description of Work.* Subrecipient shall use the Grant Funds to complete the Project as more fully-defined in the Description of Work attached as **Exhibit "B"**. In completing the Project, Subrecipient will use the Grant Funds to serve disadvantaged residents of the City of Melbourne including those with low- to moderate- income in accordance with HUD income guidelines referenced herein by **Exhibit "A"** or as modified or amended by HUD from time to time..

2.4.2. *Implementation Schedule.* Subrecipient shall perform and complete all the tasks necessary to effectuate the Description of Work in accordance with the Implementation Schedule attached as **Exhibit "C"**.

2.4.3. *Budget.* Subrecipient shall use the Grant Funds for eligible expenses permitted under the CDBG regulations as set forth in 24 CFR part 570 and in accordance with the Budget attached as **Exhibit "D"**. Any changes in budget line items, including additions, must be requested in writing and must be approved in writing by the City's Housing and Improvement Manager before related expenditures can be undertaken. Subrecipient shall be responsible for any cost overruns above the amount of the Grant

Funds. Subrecipient shall not use any Grant Funds for the prohibited activities set forth in 24 CFR §570.207.

2.4.4. *Payment Procedures.* Payment shall be made on a reimbursement basis only. During the term of this Agreement, Subrecipient shall be reimbursed for actual costs incurred towards its completion of the Project. Monthly reimbursement requests shall be submitted no longer than twenty-five (25) days after the end of each month and shall be submitted on the form titled "Request for Reimbursement" attached as **Attachment "2"**. City shall make payments upon receipt of the completed Request for Reimbursement form, including documentation of expenditures and expenses incurred and work undertaken by Subrecipient provided such expenses and expenditures are necessary to meet the requirements of this Agreement and the CDBG program. Qualifying Requests for Reimbursement approved by the Executive Director or designee shall be paid by ACH (Automatic Clearing House) transfer to the Subrecipient within fifteen (15) days of receipt. Requests for Reimbursement shall be signed by Subrecipient.

2.4.5. *Term of Performance.* This Agreement shall be in effect for the period commencing October 1, 2022 and terminating on September 30, 2023. Notwithstanding anything herein to the contrary, Subrecipient's obligations to the City shall not end until all close-out requirements are completed, including, but not limited to, making final payments, disposing of program assets, and retention of records. Also, notwithstanding the foregoing, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Subrecipient remains in control of the Grant Funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Agreement.

SECTION 3. RECORDS, REPORTS AND RELATED FINANCIAL PROCEDURES [24 CFR § 570.503(b)(2)]

3.1. **Records to be Maintained.** Subrecipient shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502 regarding records that must be maintained for the Project.

3.2. **Beneficiary Data.** Subrecipient shall maintain all data demonstrating beneficiary eligibility for services provided on the Self-Declaration of Eligibility Form attached as **Attachment "3"**.

3.3. Retention of Records.

3.3.1. All records must be accurate, complete and orderly.

3.3.2. Subrecipient shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how the Grant Funds were expended, and all other documents pertinent to the Project and this Agreement in accordance with the retention requirements of 2 CFR §200.333 as modified by 24 CFR §570.502. As a Subrecipient, the retention period for the Project shall be the later of the following:

- (i) three (3) years after the expiration or termination of this Agreement;
- (ii) three (3) years after the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the City submits its final report upon the Project;
- (iii) if an individual activity of the Project is subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505, then records for the individual activity must be maintained for as long as those provisions continue to apply to the activity;
- (iv) if an individual activity of the Project has outstanding loan balances, other receivables, or contingent liabilities then the records on individual activity of the Project must be retained until such receivables or liabilities have been satisfied;
- (v) if any records are the subject of any litigation, claim, or audit that started before the expiration of the three (3) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken;
- (vi) records for any equipment acquired with Grant Funds shall be retained for three (3) years after final disposition of such equipment;
- (vii) if Subrecipient is notified by the City, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the City to extend the retention period;
- (viii) records for Program Income after the period of performance; and
- (iv) indirect cost rate proposals and cost allocation plans.

3.4. **Monitoring, Inspecting and Access to Records.** [2 CFR §200.336]

3.4.1. Subrecipient shall be responsible for administering, and monitoring the progress of, the Project and shall submit reports to the City as required by the City and HUD to determine compliance with CDBG regulations and this Agreement. Subrecipient shall allow on-site monitoring of the Subrecipient facility, or any facility used to perform the activities described in **Exhibit “B”**, and this Project on as frequent a basis as the City deems necessary and at any other time that may be required by HUD to determine compliance with CDBG regulations and this Agreement. Subrecipient shall also furnish and cause each of its own subcontractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

3.4.2. All documents, papers, and other records pertinent to the Grant Funds shall be made accessible for review to HUD, Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives in order to make audits, examinations, excerpts, and/or transcripts of same. This right also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. This right of access is not limited to the required retention period but lasts as long as the records are retained. This section shall survive termination and expiration of this Agreement.

3.5. **Financial Statements and Audits.**

3.5.1. In accordance with 2 CFR §200.510, Subrecipient shall prepare financial statements and a schedule of expenditures of the Grant Funds. Subrecipient shall provide the City with its annual financial statement within the earlier of 30 days from the date the subrecipient receives the report from its accountant or nine months after the end of the subrecipient’s fiscal year. This financial statement shall be prepared by an actively licensed public accountant.

3.5.2. In addition, if expending more than \$750,000 of federal awards during an operating year, Subrecipient shall comply with the audit provisions contained in 2 CFR subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Subrecipient shall submit its annual audit to the City within the earlier of 30 days from the date the subrecipient receives the report from its auditor, or nine months after the end of the subrecipient’s fiscal year. Subrecipient must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Subrecipient of such non-compliance. Any reimbursement by Subrecipient shall not preclude the City from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If Subrecipient expends less than \$750,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the City, or the General Accounting Office (“GAO”).

3.5.3. If Subrecipient is exempt from submitting an audit report pursuant to 2 CFR §200.501(d), the Subrecipient shall complete and submit the City of Melbourne Audit Certification attached as **Attachment “4”**.

3.6. **Reports.** The Subrecipient shall submit Progress and Performance Reports attached as **Attachment “5”** in accordance with the following schedule:

Type and Frequency of Report	Period Covered	Date Due
Progress Reports - Monthly	Each calendar month of Performance Period	20 th of each month
Interim Report	October 1, 2022 to March 31, 2023	Submit Interim Report if Subrecipient expends 50% of Grant Funds prior to fiscal year end.
Performance Report - Annual	October 1, 2022 to September 30, 2023	October 10, 2023 or earlier if the program is completed.

3.7. **Program Income.** Subrecipient shall report monthly to the City all Program Income, as defined and required at 24 CFR §570.500 and §570.504. Documentation of the receipt of Program Income, such as supporting schedules identifying the project and the source of income, must be submitted to the City within five (5) days of its receipt. At the end of the program year or upon expiration or earlier termination of this Agreement, Subrecipient shall transfer all CDBG Program Income to the City within five (5) days of the expiration or termination of this Agreement. If Subrecipient receives any Program Income after this Agreement expires or is terminated, Subrecipient shall immediately remit said Program Income balances to the City as required in 24 CFR §570.503(c) within five (5) days of receipt.

3.8. **Procurement.** Subrecipient shall procure all supplies, equipment or services in accordance with all applicable federal, state and local requirements and the requirements of 2 CFR §200.318-§200.326, and shall subsequently abide by the requirements of 24 CFR §570.502(b)(3)(vi), as applicable, upon the disposition of personal property procured with the Grant Funds.

3.9. **Closeout.** Subrecipient shall comply with all closeout procedures required by 24 CFR §570.502 and 2 CFR §200.343.

SECTION 4. PROGRAM INCOME [24 CFR § 570.503(b)(3)]

4.1. Subrecipient shall report Program Income as described above in section 3.7.

SECTION 5. UNIFORM REQUIREMENTS AND COST PRINCIPLES [24 CFR § 570.503(b)(4) and § 570.610]

5.1. Subrecipient shall comply with applicable federal uniform requirements consisting of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" set forth in 2 CFR part 200, as modified by 24 CFR §570.502.

SECTION 6. OTHER PROGRAM REQUIREMENTS [24 CFR §570.503(b)(5)]

6.1. Subrecipient agrees to comply and carry out each activity in compliance with, and hereby certifies to the City as to the Subrecipient's compliance with, all Federal laws and regulations described in 24 CFR 570, subpart K, except that:

6.1.1. Subrecipient does not assume City's environmental responsibilities described in 24 CFR §570.604; and

6.1.2. Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

6.2. More particularly, but without limiting the compliance and certification set forth in Section 6.1 above, the Subrecipient agrees to comply and carry out each activity of the Project in compliance with the following referenced all Federal laws and regulations, and so certifies to City to those items set forth herein.

6.2.1. *Non-Discrimination [24 CFR §§570.601, 570.602].* Subrecipient shall not exclude from participation in the Project, deny the benefits of the Program or subject to discrimination under the Project any person in the United States on the ground of race, color, national origin, religion, age or disability as protected by federal law.

6.2.2. *Employment and Contracting Opportunities [24 CFR §570.607].* Subrecipient shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, 12107 (Equal Employment Opportunity Programs), 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and implementing regulations at 24 CFR part 135 ensuring employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

6.2.3. *Use of Debarred, Suspended or Ineligible Contractors or Subrecipients [24 CFR §570.609].* Pursuant to 24 CFR §570.609, the requirements set forth in 24 CFR part 5 apply to Subrecipient.

6.2.4. *Conflict of Interest. [24 CFR §570.611].* In the procurement of supplies, equipment, construction, and services, Subrecipient shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. Subrecipient agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Subrecipient. If Subrecipient has a parent, affiliate, or subsidiary organization, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR §200.317 and §200.318, Subrecipient shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the provision of assistance by Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance. Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with Grant Funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies or of Subrecipients (Subrecipient) that are receiving Grant Funds. Subrecipient shall also keep records supporting requests for waivers of conflicts.

Subrecipient will disclose in writing any potential conflicts of interest to the City. By executing this Agreement, Subrecipient covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Agreement or any other interest which would conflict in any manner with this Agreement or the performance of the this Agreement.

6.2.5. *Eligibility Restrictions for Certain Resident Aliens [24 CFR §570.613].* Subrecipient shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

6.2.6. *Housing Counseling [24 CFR §570.615].* Pursuant to 24 CFR §570.615, housing counseling, as defined in 24 CFR §5.100, provided pursuant to this Agreement shall be carried out in accordance with 24 CFR §5.111.

6.3. *Drug Free Workplace.* Subrecipient shall comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 701, et. seq.) and HUD's implementing regulations at 2 CFR 2429 regarding maintenance of a drug-free workplace.

6.4. *Equal Participation of Faith-based Organizations.* Subrecipient shall comply with the HUD program requirements of 24 CFR §5.109 (Equal Participation of Faith-Based Organizations in HUD Programs and Activities), including the requirements regarding disposition and change in use of real property by a faith-based organization, and 24 CFR §570.200(j).

6.5. *Political Activities.* Subrecipient shall comply with 24 CFR §570.207(a)(3) regarding political activities. Grant Funds shall not be used for lobbying or political patronage activities. Subrecipient further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).

6.6. *Anti-Lobbying Provision.* Subrecipient shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87.

6.7. *General Compliance.* Subrecipient agrees to comply with all applicable federal, state, county and local laws, rules, regulations and policies, as amended from time to time, in the performance of its obligations under this Agreement. Subrecipient further agrees to utilize the Grant Funds to supplement rather than supplant funds otherwise available to the organization.

SECTION 7. INSURANCE AND INDEMNIFICATION REQUIREMENTS

7.1. **Subrecipient as 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, principal/agent or joint venture partner between City and Subrecipient. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation as Subrecipient is an independent contractor. Subrecipient agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of and positions funded in whole or in part with Grant Funds.

7.2. **Insurance Coverage.** Subrecipient, at its sole expense, shall maintain in force at all times during performance under this Agreement all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200. All insurance policies shall be issued by a company or companies authorized to transact insurance business in the State of Florida. Each policy shall provide that the coverage shall be primary for losses arising out of Subrecipient's performance of the Agreement. City, its officers and employees, shall be named as additional insured on all policies of liability insurance. The City and/or its insurers shall not be required to contribute to any such loss. Proof of insurance shall be provided to City prior to execution of this Agreement. Required coverage includes:

7.2.1. *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person/per occurrence.

7.2.2. *Insurance Certificates.* Subrecipient shall provide City with Certificates of Insurance on all policies of insurance and renewals thereof in a form acceptable to City. Subrecipient shall notify City in writing at least thirty (30) days prior to the effective date of any reduction, cancellation or substantial change to any of its insurance policies.

7.3. **Indemnification.** Subrecipient shall defend, indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with Subrecipient's performance or non-performance of this Agreement or because of or due to the existence of the Agreement itself.

SECTION 8. SUSPENSION AND TERMINATION. [24 CFR § 570.503(b)(6)]

- 8.1. **Events of Default.** The following shall constitute an Event of Default under this Agreement:
- (a) Failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including but not limited to, 24 CFR part 570 or such statutes, laws, regulations, executive orders, and HUD guidelines, guidance, policies or directives as may become applicable at any times;
 - (b) Fails to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following written notice thereof given by the City to Subrecipient;
 - (c) Failure to fulfill in a timely and proper manner its obligations under this Agreement;
 - (d) Ineffective or improper use of funds provided under this Agreement;
 - (e) Submission by Subrecipient at any time of any material misrepresentation in any certification, report or communication to the City which is determined by the City to be false, incomplete, misleading, or incorrect in any material manner;
 - (f) Failure to disclose to the City, upon demand, the name of all persons with whom Subrecipient has contracted or intends to contract with for the management of any portion of the project, including contracts for services and/or labor; or
 - (g) If any other default occurs under any of the subaward documents, including exhibits and attachments, executed by Subrecipient in connection with this subaward which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the

subaward documents, including exhibits and attachments, or if there is no cure period set forth, then within five (5) days following the date of notice to Subrecipient thereof.

- (h) Notwithstanding any of the foregoing provisions to the contrary, if Subrecipient has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, the City may, at its sole discretion, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

8.2. Remedies for Non-Compliance. If Subrecipient commits an Event of Default or fails in any way to comply with Federal or state statutes, local laws or regulations, or the terms and conditions of this Agreement, the City may impose the additional conditions as described in 2 CFR §200.207. If the City determines that noncompliance cannot be remedied by imposing additional conditions, the City may take one or more of the following actions, including but not limited to:

- (a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the City;
- (b) Disallow both use of funds and any applicable matching credit for all or part of the costs of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- (e) Withhold further federal awards for the project or program; or
- (f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, termination of the Agreement, or any other available remedies.

8.3. Remedies/Suspension and Termination. Subrecipient and the City will comply with the noncompliance and termination provisions in 2 CFR part 200, Subpart D. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and §339, the City may suspend or terminate this Agreement in whole or in part if Subrecipient fails to comply with any terms and conditions of this Agreement or upon the occurrence of any event of default as defined herein in Section 6.1. or any other breach of this Agreement. The City can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, statutory or common law, or at equity. If the City terminates this Agreement, Subrecipient shall also forfeit to the City all unexpended monies awarded under the Agreement. Subrecipient may also be required to refund all Grant Funds awarded by the City.

In accordance with 2 CFR §200.339, the City can terminate the Agreement with the consent of Subrecipient in which case Subrecipient and the City must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Agreement may also be terminated by Subrecipient or the City with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

If this award is terminated or partially terminated, Subrecipient remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

SECTION 9. REVERSION OF ASSETS [24 CFR § 570.503(b)(7)]

9.1. Reversion of Assets. The reversion of assets and use and disposition of equipment under this Agreement shall be in compliance with the requirements of 24 CFR §570.502, §570.503, and §570.504, as applicable.

9.1.1. Upon expiration or termination of the Agreement, Subrecipient shall transfer to City any Grant Funds on hand at the time of the expiration or termination and any accounts receivable attributable to the use of Grant Funds.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1. **Entire Agreement; Amendment.** This Agreement contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by City and Subrecipient. Notwithstanding the foregoing, written amendments involving budget adjustments between line items, implementation schedules, and progress or on-going compliance reporting may be modified in the sole discretion of City, as determined by the City's Housing and Improvement Manager without the necessity of City Council approval.

10.2. **Assignment.** Subrecipient may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of City.

10.3. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the City and Subrecipient and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.4. **Applicable Law.** This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.

10.5. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.

10.6. **Survivability of Provisions.** Subrecipient's obligations regarding recordkeeping, reporting, closeout procedures, audits, indemnification and compliance with state and federal law, as applicable, shall survive termination or expiration of this Agreement.

10.7. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

10.8. **Notices.** All notices required to be given under this Agreement shall be sufficient when made in writing and delivered in person, dispatched by certified mail, postage prepaid, return receipt requested or by a nationally recognized overnight courier, with all fees prepaid and shall be addressed at follows:

If to the City:

Abby Johnson, Housing and Urban Improvement Manager
City of Melbourne
695 East University Boulevard
Melbourne, FL 32901-7121
Telephone: (321) 608-7530; FAX (321) 674-5738
Email: abby.johnson@mlbf.org

(b) *If to Subrecipient:*

Timothy Timmermann, Executive Director
Brevard Alzheimer's Foundation, Inc.
4676 N. Wickham Road
Melbourne, FL 32935
Telephone: (321) 253-4430 ext 113
Email: timmermann@brevardalz.org

Subject Program: Brevard Alzheimer's Foundation, Inc.
Grant Funds: \$10,000.00

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

SUBRECIPIENT:

CITY:

Brevard Alzheimer's Foundation, Inc., a Florida not-for-profit corporation

CITY OF MELBOURNE, a Florida municipal corporation

By: [Signature]
Timothy Timmermann
As Executive Director

By: [Signature]
Shannon M. Lewis
As City Manager

Date: 9-30-22

ATTEST: [Signature]
Kevin McKeown, City Clerk

Date: OCT 26 2022

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by () physical presence or () remote audio-visual means this 30th day of September, 20 22, by Timothy Timmermann, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public

Printed Name: Russell L Sell
My Commission Expires: 12/14/2024
Commission # HH072124

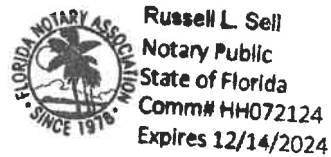


EXHIBIT "A"

HUD STANDARDS OF ELIGIBILITY

**PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES IN BREVARD COUNTY, FL
 AS ESTABLISHED BY THE U.S. DEPARTMENT OF HOUSING AND
 URBAN DEVELOPMENT (HUD) 2022**

	UP TO 30% OF MEDIAN (EXTREMELY LOW INCOME)	OVER 30% UP TO 50% OF MEDIAN (VERY LOW INCOME)	OVER 50% UP TO 80% OF MEDIAN (LOW INCOME)	Over Income
1 Person	<input type="checkbox"/> \$0 - \$17,050	<input type="checkbox"/> \$17,051 - \$28,450	<input type="checkbox"/> \$28,451 - \$45,500	<input type="checkbox"/> Over \$45,000
2 Persons	<input type="checkbox"/> \$0 - \$19,500	<input type="checkbox"/> \$19,501 - \$32,500	<input type="checkbox"/> \$32,501 - \$52,000	<input type="checkbox"/> Over \$52,000
3 Persons	<input type="checkbox"/> \$0 - \$23,030	<input type="checkbox"/> \$23,031 - \$36,550	<input type="checkbox"/> \$36,551 - \$58,500	<input type="checkbox"/> Over \$58,500
4 Persons	<input type="checkbox"/> \$0 - \$27,750	<input type="checkbox"/> \$27,751 - \$40,600	<input type="checkbox"/> \$40,601 - \$64,950	<input type="checkbox"/> Over \$64,950
5 Persons	<input type="checkbox"/> \$0 - \$32,470	<input type="checkbox"/> \$32,471 - \$43,850	<input type="checkbox"/> \$43,851 - \$70,150	<input type="checkbox"/> Over \$70,150
6 Persons	<input type="checkbox"/> \$0 - \$37,190	<input type="checkbox"/> \$37,191 - \$47,100	<input type="checkbox"/> \$47,101 - \$75,350	<input type="checkbox"/> Over \$75,350
7 Persons	<input type="checkbox"/> \$0 - \$41,910	<input type="checkbox"/> \$41,911 - \$50,350	<input type="checkbox"/> \$50,351 - \$80,550	<input type="checkbox"/> Over \$80,550
8 Persons	<input type="checkbox"/> \$0 - \$46,630	<input type="checkbox"/> \$46,631 - \$53,600	<input type="checkbox"/> \$53,601 - \$85,750	<input type="checkbox"/> Over \$85,750

FY 2022 HUD Income Limits, Effective 04/18/2022

DESCRIPTION OF WORK

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

Program Description

Providing non-emergency medical transportation services. Melbourne can collectively improve the health profiles and ensure vulnerable populations get the care they need. These services also help preserve senior independence. These services transport individuals to and from life-sustaining activities such as medical visits, COVID-19 testing, COVID-19 vaccination sites, trips to the pharmacy and grocery stores.

GOALS, OBJECTIVES AND TASKS INFORMATION PROVIDED IN EXHIBIT "C"

EXHIBIT "C"

IMPLEMENTATION SCHEDULE

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

Performance Period	Amount	Cumulative Total	Percent Expended
First Quarter (10/1/2022– 12/31/2022)	\$2,500.00	\$2,500.00	25%
Second Quarter (1/1/2023– 3/31/2023)	\$2,500.00	\$5,000.00	50%
Third Quarter (4/1/2023 – 6/30/2023)	\$2,500.00	\$7,500.00	75%
Fourth Quarter (7/1/2023 – 9/30/2023)	\$2,500.00	\$10,000.00	100%

EXHIBIT "C" continued

IMPLEMENTATION SCHEDULE
Goals, Objectives, and Tasks
LOCAL PERFORMANCE OUTCOME MEASUREMENT SYSTEM

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

GOALS	INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
<p>Providing non-emergency medical transportation services. Melbourne can collectively improve the health profiles and ensure vulnerable populations get the care they need. These services also help preserve senior independence. These services transport individuals to and from life-sustaining activities. (Medical visits, COVID-19 Testing and Vaccination sites, pharmacy trips, and grocery stores).</p>	<p>Resources dedicated to or consumed by the program SERVICE PROVIDERS:</p> <ul style="list-style-type: none"> Brevard Alzheimer's Staff, Drivers, Schedulers PROGRAM SETTING: 8 Turtle Top Cutaway vans and 3 agency owned vehicles provide transport. COMMUNITY FACTORS: Second largest paratransit fleet in the county. No waiting lists. Seniors who are low income will not be turned away for services based upon the ability to pay. 	<p>What the program does with the inputs to fulfill its mission:</p> <ul style="list-style-type: none"> Over 3603 Unduplicated trips. 400 unduplicated Senior Transports year round. Transportation will be provided for disadvantaged seniors to doctor appointments, prescription drug pickups, grocery shopping, and other non-emergency type destinations. Timely access to COVID -19 testing and resources 	<p>The direct products of program activities</p> <ul style="list-style-type: none"> Senior Transportation: Paratransit door to door transportation for Brevard's elder & dementia population for Adult Day Health Care. Senior Transportation: Paratransit door to door transportation for elderly, Veterans, transportation disadvantaged to medical appointments, grocery shopping and pharmacy and dialysis scheduling. 	<p>Benefits that result from the program</p> <ul style="list-style-type: none"> To increase the independence of elders by remaining healthy at home with their family and loved ones by offering life-sustaining trips. To allow family members to continue meeting daily responsibilities without missing work. To reduce the number of unsafe, elderly drivers on Brevard County roads.

EXHIBIT "D"

BUDGET

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

Budgeted	Item Budget Amount
Transportation	\$4,479.16
Salaries	\$5,520.84
Maximum CDBG Funding	\$10,000.00

		Salaries		
Position	Duration	Hours/Week	Rate	Total Paid by CDBG – Melbourne Funds
Executive Director	52 Weeks	.25	\$42.00	\$546.00
Finance Director	52 Weeks	.25	\$22.68	\$294.84
Transportation Director	52 Weeks	1	\$18.00	\$936.00
Drivers (2)	52 Weeks	3 each	\$12.00	\$3,744.00

ANNUAL REVENUES TO OPERATE THE TRANSPORTATION PROGRAM AND SALARIES

Sources	2022-2023 Proposed Dollars
Federal	\$290,000
State Contributions	\$20,000
CDBG Funding	\$10,000
County Contributions	\$55,000
Foundation	\$45,900
TOTAL	\$420,900

ATTACHMENT "1"

REQUIRED SUBRECIPIENT WORKSHEET

1. Subrecipient name (which must match registered name in DUNS)
Brevard Alzheimer's Foundation, Inc.
2. Subrecipient's Unique Entity Identification: **HNZ5K96CLNU4**
3. Sub-Grantee's SAM.GOV CAGE # _____
4. Federal Award Identification Number (FAIN):
B-22-MC-12-0012
5. Federal Award Date (see §200.39 Federal award date):
FY 2022
6. Subaward Period of Performance Start Date and End Date:
10/01/2022 to 9/30/2023
7. Total Amount of Federal Funds obligated to Subrecipient: **\$10,000.00**
8. Total Amount of Federal Award: **\$571,630.00**
9. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official:
U.S. Department of Housing and Urban Development
City of Melbourne, Housing and Urban Improvement Division
Ms. Abby Johnson, Housing and Urban Improvement Manager
10. Catalog of Federal Domestic Assistance (CFDA) Program Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award the CFDA number at the time of disbursement:
14.218 – Community Development Block Grant Program

ATTACHMENT "2"

REQUEST FOR REIMBURSEMENT

**HOUSING AND URBAN IMPROVEMENT PROGRAM
FY 2022-2023 Community Development Block Grant**

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

Make EFT Payable To:	BREVARD ALZHEIMER'S FOUNDATION, INC.
Mailing Address:	4676 N Wickham Road, Melbourne, FL 32935
Contact Person Name:	Timothy Timmermann
Contact Person Title:	Executive Director
Telephone Number:	(321) 253-4430 ext 113
E-Mail Address:	ttimmermann@brevardalz.org
Request Date:	
Request Number:	
Funds Are Hereby Requested for:	Non-Emergency Transportation Program
Total Amount of Funds Requested (This Request):	\$
Signature of Authorizing Agent for Subrecipient	

City Of Melbourne H&UI Staff Use Only	
Reviewed By:	
Agreement Monitor _____ Date: _____	
Sueann Thomaston, Program Administrator	
Purchase Order Number: _____	
Approved For Payment By: _____ Date: _____	
Abby Johnson, Housing and Urban Improvement Manager	

REQUEST FOR REIMBURSEMENT
Payment Request/Page Two

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**
 Program Name: **The Non-Emergency Transportation Program**

EMPLOYEE SALARY

Pay Period	Total Hours in Pay Period	Employee Name	Employee Position	No. of Hours Charged to CDBG	Amount Charged to CDBG (Hrs. x \$ _____)	Date of Payment	Check No. or Direct Deposit

Total Amount Expended: \$ _____

YEAR-TO-DATE EXPENDITURE SUMMARY

Total Budgeted Salary	Total This Request	Total Previously Billed	Remaining Balance	Percentage Expended *
\$ 5,520.84	\$ _____	\$ _____	\$ _____	\$ _____

****An Interim Performance Report should be submitted with the Request for Reimbursement Form if Brevard Alzheimer's Foundation, Inc. expends at least 50% of the contract funds prior to the end of the contract period***

ATTACHMENT "2" continued

REQUEST FOR REIMBURSEMENT
Payment Request/Page Three

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

BUDGETED TRANSPORTATION SERVICES

	Name	Address	Funding Source	Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Total Amount Expended: \$ _____

YEAR-TO-DATE EXPENDITURE SUMMARY

Total Budgeted	Total This Request	Total Previously Billed	Remaining Balance	Percentage Expended *
\$10,000.00	\$	\$	\$	%

ATTACHMENT "3"

**FY 2022- 2023 Community Development Block Grant Program
SELF-DECLARATION OF ELIGIBILITY - ADULT**

This program is funded all or in part by a grant from the Community Development Block Grant (CDBG) Program, a program of the U.S. Department of Housing & Urban Development. To ensure that the program benefits households that meet the CDBG Program 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. **Complete one form for each adult participating in the program.**

Name	
First Name	Last Name
Address	
Street Address	City/State/Zip Code
Is this address located within the city limits of Melbourne? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Step 1: Circle the number of persons in your household	HOUSEHOLD SIZE AND TOTAL HOUSEHOLD INCOME			
↓	30%	50%	80%	Over Income
1 Person	<input type="checkbox"/> \$0 - \$17,050	<input type="checkbox"/> \$17,051 - \$28,450	<input type="checkbox"/> \$28,451 - \$45,500	<input type="checkbox"/> Over \$45,000
2 Persons	<input type="checkbox"/> \$0 - \$19,500	<input type="checkbox"/> \$19,501 - \$32,500	<input type="checkbox"/> \$32,501 - \$52,000	<input type="checkbox"/> Over \$52,000
3 Persons	<input type="checkbox"/> \$0 - \$23,030	<input type="checkbox"/> \$23,031 - \$36,550	<input type="checkbox"/> \$36,551 - \$58,500	<input type="checkbox"/> Over \$58,500
4 Persons	<input type="checkbox"/> \$0 - \$27,750	<input type="checkbox"/> \$27,751 - \$40,600	<input type="checkbox"/> \$40,601 - \$64,950	<input type="checkbox"/> Over \$64,950
5 Persons	<input type="checkbox"/> \$0 - \$32,470	<input type="checkbox"/> \$32,471 - \$43,850	<input type="checkbox"/> \$43,851 - \$70,150	<input type="checkbox"/> Over \$70,150
6 Persons	<input type="checkbox"/> \$0 - \$37,190	<input type="checkbox"/> \$37,191 - \$47,100	<input type="checkbox"/> \$47,101 - \$75,350	<input type="checkbox"/> Over \$75,350
7 Persons	<input type="checkbox"/> \$0 - \$41,910	<input type="checkbox"/> \$41,911 - \$50,350	<input type="checkbox"/> \$50,351 - \$80,550	<input type="checkbox"/> Over \$80,550
8 Persons	<input type="checkbox"/> \$0 - \$46,630	<input type="checkbox"/> \$46,631 - \$53,600	<input type="checkbox"/> \$53,601 - \$85,750	<input type="checkbox"/> Over \$85,750

****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.***

SIZE of HOUSEHOLD, ETHNICITY, and FEMALE HEAD OF HOUSEHOLD	
How many persons live in your household? _____	Are you Hispanic or Latino? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are you a female head of household? <input type="checkbox"/> Yes <input type="checkbox"/> No	
RACE (check only one)	
<input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> American Indian/Alaskan Native & White <input type="checkbox"/> Asian & White <input type="checkbox"/> Black/African American & White <input type="checkbox"/> American Indian/Alaskan Native & Black/African American <input type="checkbox"/> Other

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.		
Printed Name of Applicant	Signature of Applicant	Date

FY 2022 HUD Income Limits, Effective 04/18/2022



ATTACHMENT "3" continued

City of Melbourne Low Income Adult (Melbourne)

	Last Name	First Name	Address	Race	Hispanic/Latino	# of Persons in Household	Female Headed Household	Income Level
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
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CITY OF MELBOURNE AUDIT CERTIFICATION

TO: City of Melbourne

RE: Annual Financial Audit

2022-2023 CDBG Award to:	Brevard Alzheimer's Foundation, Inc.
Award Amount:	\$10,000.00
Contract Period:	10/1/2022 to 9/30/2023

The audit threshold as set out by federal regulation (2 CFR Part 200 Subpart F - Audits) for nonstate entities is \$750,000. All Subrecipients are required to provide the City of Melbourne Housing & Urban Improvement Division with an annual financial audit if the Subrecipient has expended \$750,000 or more in federal funds. The audit is due to the City from the Subrecipient within the earlier of 30 days from the date the Subrecipient receives the report from its auditor, or nine months after the end of the Subrecipient's fiscal year.

Brevard Alzheimer's Foundation, Inc. Fiscal Year runs from July 1st to June 30th.

Brevard Alzheimer's Foundation, Inc. *Financial Audit Report* (if required) must be submitted to the City no later than June 30th of all applicable years.

I HEREBY CERTIFY THAT:

- Brevard Alzheimer's Foundation, Inc. **is not required** to submit an annual financial audit because the audit threshold of \$750,000 was not met.
- Brevard Alzheimer's Foundation, Inc. **is required** to submit an annual financial audit.

(Signature)

(Date)

Timothy Timmermann, Executive Director
(Typed Name and Title)

CERTIFICATION MUST BE MADE BY THE EXECUTIVE DIRECTOR, PRESIDENT/CEO OR CHIEF FINANCIAL OFFICER

PROGRESS AND PERFORMANCE REPORT

NATIONAL PERFORMANCE OUTCOME MEASUREMENT SYSTEM

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

1. Objective/Outcome Expected

Objective - Create a suitable living environment.

Outcome – Availability/Accessibility

2. Program/Activities selected to achieve Outcomes/Objectives Specified

Public Services

3. Action Plan Inclusion

This activity is listed in the City's FY 2022-2023 *Action Plan*.

4. Outcome Statement Required

a. Output and Outcome Statement

During FY 2022-2023, the Brevard Alzheimer's Foundation will provide non-emergency transportation services to 400 unduplicated households

b. Activity Description

Providing non-emergency medical transportation services. Melbourne can collectively improve the health profiles and ensure vulnerable populations get the care they need. These services also help preserve senior independence. These services transport individuals to and from life-sustaining activities such as medical visits, COVID-19 testing and vaccination sites, trips to the pharmacy and grocery stores.

ATTACHMENT "5" continued

PROGRESS AND PERFORMANCE REPORT

QUARTERLY PROGRESS REPORT

Complete and submit Attachments 2 thru 3 as part of the quarterly request for reimbursement.

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

Reporting on: _____ (Month and Year) Date: _____

Name of Person Preparing Report & Monitoring Contract Performance: _____

Title: _____ Signature: _____

Did the project receive **Program Income**? Yes No

If program income was received, how much was it? \$ _____

Total FY 2022-2023 CDBG Award: **\$10,000.00**

Amount expended this reporting period: \$ _____ Is expenditure of CDBG funds in line with projected expenditures schedule outlined in the Agreement? Yes No

If NO, please give an explanation and attach a revised expenditure schedule with this report:

Is the program **on target** to achieve its Progress and Performance Report Outputs and Outcomes? Yes No

If no, please explain why and contact the City of Melbourne Housing & Urban Improvement office for technical assistance

Please list major accomplishments that you feel have been achieved by your organization that support the Program Goals and Objectives listed in the Agreement:

ATTACHMENT "5" continued

PROGRESS AND PERFORMANCE REPORT

PROGRESS REPORT Monthly

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

Your agency yearly goals and outputs are listed below. Please complete and submit this form each month to the Housing & Urban Improvement Division. An electronic copy of this form as an Excel spreadsheet is available upon request.

YEARLY Goal per Agreement	400 unduplicated individuals
Monthly Outputs	(Non) Medical -Transports
	A minimum of 400 low- and moderate-income individuals/ Melbourne residents will be provided non-emergency transportation
October 31, 2022	Persons served this month
November 30, 2022	
December 31, 2022	
January 31, 2023	
February 28, 2023	
March 31, 2023	
April 30, 2023	
May 31, 2023	
June 30,2023	
July 31, 2023	
August 31, 2023	
September 15, 2023	
TOTAL	

ATTACHMENT "5" continued

PROGRESS AND PERFORMANCE REPORT
INTERM PERFORMANCE REPORT

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

REPORTING PERIOD: from _____, 2022 to _____, 2023

Provide **unduplicated** number of persons served in this Section (Report on **Melbourne Residents Only**)

This is an annual compilation - Numbers in Section 1 and 2 must match total number reported in Self-Declaration Forms throughout the contract period – Report on Melbourne residents only.

Number of Unduplicated Persons Served in 2022-2023	TOTAL	
---	--------------	--

Section 1. Income of Unduplicated Persons Served in 2022-2023

Family Income Levels		Total
Extremely Low	0 to 30%	
Low	Over 30% up to 50%	
Moderate	Over 50% up to 80%	
TOTAL		

Section 2. Race and Ethnicity of Unduplicated Persons Served

Race	Total	Hispanic /Latino
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
Black/African American & White		
Asian & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
TOTAL		

Section 3. Household Type of Unduplicated Persons Served

Number of female-headed households	TOTAL	
---	--------------	--

SECTIONS 1 and 2 SHOULD EQUAL THE SAME TOTAL

ATTACHMENT "5" continued

PROGRESS AND PERFORMANCE REPORT
FINAL PERFORMANCE REPORT

Subrecipient: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

REPORTING PERIOD: from October 1, 2022 to September 30, 2023

Provide **unduplicated** number of persons served in this Section (Report on **Melbourne Residents Only**)

This is an annual compilation - Numbers in Section 1 and 2 must match total number reported in Self-Declaration Forms throughout the contract period – Report on Melbourne residents only.

Number of Unduplicated Persons Served in 2022-2023	TOTAL	
---	--------------	--

Section 1. Income of Unduplicated Persons Served in 2022-2023

Family Income Levels		Total
Extremely Low	0 to 30%	
Low	Over 30% up to 50%	
Moderate	Over 50% up to 80%	
TOTAL		

Section 2. Race and Ethnicity of Unduplicated Persons Served

Race	Total	Hispanic /Latino
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
Black/African American & White		
Asian & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
TOTAL		

Section 3. Household Type of Unduplicated Persons Served

Number of female-headed households	TOTAL	
---	--------------	--

SECTIONS 1 and 2 SHOULD EQUAL THE SAME TOTAL

ATTACHMENT "5" continued

PROGRESS AND PERFORMANCE REPORT
FINAL PERFORMANCE REPORT

Subrecipient Name: **Brevard Alzheimer's Foundation, Inc.**

Program Name: **Non-Emergency Transportation Program**

The Annual Performance Report serves as the final report, and will include, a paragraph describing accomplishments of the program for the contract period, a comparison of projected accomplishments and objectives to actual accomplishments and outcomes achieved (from goals and objectives), including reasons for any discrepancies between the two; and notation of any CDBG funds that were not expended and reasons why.

Additionally, email this paragraph to Abby Johnson at abby.johnson@mlbfl.org. The text should be included within the body of the email (no attachment).

Signed by:

Timothy Timmermann, Executive Director

Date

ATTACHMENT "6"

Duplication of Benefits Affidavit for CDBG Funds

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218-N-01.

HUD requires each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG funds. Grant funds may not be used to pay for a cost if another source of financial assistance is available to pay for the same cost.

This affidavit must be completed by any subrecipient, individual or family, business, direct beneficiary, or other entity that receives assistance and serves to document compliance with the CARES Act requirement to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR6218-N-01.

Before me, the undersigned authority, on this day personally appeared _____ (Timothy Timmermann), who, upon first being duly sworn under penalty of perjury and penalty of violation of Federal and State laws applicable to Subrecipient's application for and receipt of a grant or forgivable loan under the CDBG program made the following statements and swore that they were true:

1. I hereby state that I am duly authorized by Subrecipient to make the certifications and declarations contained in this Affidavit on behalf of Subrecipient.

2. I hereby state, declare and certify that:

A. The Community Development Block Grant Funds, awarded to the City of Melbourne does not duplicate/replace any other funds, and/or any funds from the following sources:

- 1) Federal Emergency Management Agency (FEMA) funds
- 2) Small Business Administration funds
- 3) Paycheck Protection Program funds
- 4) Insurance claims/proceeds
- 5) County CDBG funds
- 6) Brevard Homeless Coalition ESG funds
- 7) City Funds (General)
- 8) Cash Awards
- 9) Loans
- 10) Private Funding
- 11) Other Federal, State or local funding
- 12) Other nonprofit, private sector, or charitable funding
- 13) Any funding from any other source

ATTACHMENT "6" continued

- B. Subrecipient will not use grant funds from this CDBG program for any expenses already reimbursed or paid by other sources of financial assistance.
- C. Subrecipients acknowledges and agrees that the City requires Subrecipient to update the above information in Section A or any potential duplication of funds from any source it receives funds. Subrecipient acknowledges and agrees that it will immediately notify the City within 5 days of the receipt of any such duplication of funds from any source.
- D. Subrecipient acknowledges that the City has the right to terminate the CDBG Agreement if the City finds that Subrecipient provided untruthful information or failed to update this information.
- E. This executed Affidavit serves to acknowledge that Subrecipient understands and agrees that the CDBG funds must be repaid to the City of Melbourne if the City determines that such assistance is duplicative.

By executing this Affidavit, under penalties of perjury, Subrecipient acknowledges, understands, and declares that she/he has read the above document and the facts stated therein are true and correct and that Title 18 United States Code, Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; or (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section. Also, a person who knowingly makes a false declaration is guilty of the crime of perjury by false written declaration, which is a felony of the third degree punishable as provided in Florida Statutes 775.082, 775.083, or 775.084.

Brevard Alzheimer's Foundation, Inc.,
a Florida not-for-profit corporation (Seal)

By: _____
Timothy Timmermann, Executive Director

Date: _____

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me by (____) physical presence or (____) remote audio-visual means, this _____ day of _____, 202____, by Timothy Timmermann, who is personally known to me or who has produced _____ as identification.

Notary Public

Printed Name: _____
My Commission Expires: _____
Commission # _____