**AGREEMENT BETWEEN CITY OF TITUSVILLE, FLORIDA**

**AND**

**BREVARD ALZHEIMER’S FOUNDATION, INC.**

**FOR**

**SENIOR SAFE RIDE PROGRAM**

**THIS AGREEMENT**, entered this \_\_\_\_day of \_\_\_\_\_ 2022 with an effective date of October 1, 2022 by and between the City of Titusville (herein called the “Grantee”) and Brevard Alzheimer’s Foundation, Inc., (herein called the “Subrecipient”).

**WITNESSETH:**

**WHEREAS,** the Grantee has applied for and received Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

**WHEREAS**, City Council has authorized the allocation of CDBG funds, up to a maximum of fifteen percent (15%) of its annual CDBG entitlement, to non-profit service agencies to provide public service programs to low-income households in Titusville; and

**WHEREAS,** the Grantee wishes to engage the qualified Subrecipient to assist the Grantee in utilizing such funds capable of providing public services that meet the eligibility criteria and in accordance with the requirements of the CDBG grant; and

**WHEREAS,** the Subrecipient represents that it is a qualified Subrecipient and will provide eligible services in accordance with the requirements of the CDBG grant; and

**WHEREAS,** the United States Office of Management and Budget (OMB) has required all grant agreements executed on or after October 1, 2010 to include award terms, which set forth uniform requirements concerning the Unique Entity ID (formerly the Duns and Bradstreet Data Universal Numbering System [DUNS]), the Central Contractor Registration (CCR) database and the Federal Funding Accountability and Transparency Act;

**WHEREAS,** the Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity ID, The Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, as set forth in Appendix A to Part 25—Award Term, *Financial Assistance Use of Universal Identifier and Central Contractor Registration,* 75 Fed. Reg. 55671(Sept. 14, 2010) (to be codified at 2 CFR part 25), and Appendix A to Part 170—Award Term, *Requirements for Federal Funding Accountability and Transparency Act Implementation,* 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170), and *Uniform Administrative Requirements* (codified at 2 CFR Part 200).

**NOW, THEREFORE,** in consideration of the foregoing, the parties hereto agree that the useof CDBG funding in the amount of **FIVE THOUSAND DOLLARS AND NO CENTS ($5,000.00)**, subject to the following award information, conditions, and limitations:

1. **AWARD INFORMATION:**

Subrecipient: Brevard Alzheimer’s Foundation, Inc.

Awarding Agency: City of Titusville, Florida

Federal Awarding Agency: U.S. Department of Housing & Urban Development

CFDA #: 21.027

Period of Performance: October 1, 2022 – September 30, 2023

Amount of Allocation and Budget: $5,000.00

1. **SCOPE OF SERVICE**
2. **Activities**

The Subrecipient will be responsible for administering and providing a 2022/2023 CDBG **Senior Safe Ride Program** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such programs will include the following activity eligible under the Community Development Block Grant (CDBG) Public Service program:

1. **Program Description and Delivery**

The City has allocated an amount, not to exceed $5,000.00, in CDBG funds to the subrecipient for the operational cost of life-sustaining trips for the Senior Safe Ride Program, for permanent Titusville residents meeting the program requirements.

The Subrecipient is a 501(c)(3) non-profit organization that will provide eligible services to homebound senior citizens, for the Safe Ride Program in the city of Titusville. The program will provide safe rides for transportation-disadvantaged seniors that have no access to a private vehicle or access to public transportation throughout the city. The Subrecipient shall provide approximately 900 life-sustaining safe rides to twenty (20) unduplicated seniors throughout the program year.

The Subrecipient shall meet the required National Objective by providing the services as defined in Section C *Levels of Accomplishments.* Assistance shall be dedicated to very low- and low-income elderly persons residing within the city limits of Titusville.

Brevard Alzheimer’s Foundation, Inc., is currently located at 830 S. Park Avenue, Titusville, Florida 32780. Services shall be provided to senior residents of Titusville on a citywide basis.

1. **Use of Funds**

The Subrecipient shall use funds solely for the program and activities as described in this agreement.

1. **General Administration and Staffing**

Subrecipient agrees to allocate the necessary staff required to carry out the funded activities in a timely manner.

*CEO/Executive Director-* is responsible for the overall administration of the Agreement.

*Compliance Director/Transportation Director –* Responsible for overseeing the program *for* routing and quality assurance.

*Finance Director* – Responsible for the financials and expense reporting.

*Transportation Supervisor* – Responsible for the scheduling and staff needs of the program.

*Program Director, Volunteer Coordinator, Area Supervisor, and Client-Based Service*

*Representative-* is responsible for the day-to-day operations of the program.

*Senior Operations Director*- is responsible for supervision of program staff.

*Data Operations Lead*- is responsible for reports and documentation of the program.

*Communications Manager-* Responsible for grant writing and reporting.

Any changes in key personnel assigned or their general responsibilities under this agreement are subject to the prior approval of the Grantee.

1. **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 slum and blight; or meet community development needs having particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the national objective: benefit low-and moderate-income persons by serving “Presumed LMI” clientele.

**F. Levels of Accomplishment-Goals and Performance Measures**

In addition to normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of services in the Titusville, for the period of the Agreement.

Activity Delivery Date

Senior Safe Ride Program Beginning upon agreement effective date and

Ending when all funds have been used or no later

Than September 10, 2023; whichever comes first.

**Accomplishment Clients/Meals Month Total Clients/Meals Year**

First-Time Served 2 clients 20 clients

Total Rides Served 81 900

**Definition of Terms:**

**First-Time Served:** the total number of senior clients receiving assistance with a safe ride for the first time during the program year.

**Total Clients Assisted**: the total number of clients assisted program-wide in Titusville.

**Total Rides Provided**: the total number of safe rides provided to client’s program-wide in Titusville.

**G. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above on an annual basis or as otherwise deemed necessary by the Grantee. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time (e.g. 30 days) after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

1. **TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of October 2022 and end on the 30th day of September 2023, unless the Agreement is terminated as provided for herein. Any remaining CDBG funds as of September 10, 2023, shall be recaptured by the Grantee unless the term of this Agreement is extended for a period of time that is mutually agreed upon in writing by the Grantee and the Subrecipient. The term of this Agreement and the provisions herein, shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including credits and program income.

1. **METHOD OF DISBURSEMENT (PAYMENTS)**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$5,000.00**, provided that monthly and annual reports detail the program activities and expenses/transactions, and the name, address and household demographics are collected and provided as required herein. Said transactions must comply with purchasing policies and procedures, and all rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and CDBG guidelines, policies or directives as may become applicable at any time during the agreement period.

Requests for reimbursement of eligible expenses shall be made in accordance with the approved Reimbursement Schedule affixed hereto as Attachment C, and submitted and tracked using Exhibit 1 as provided by the City. All reimbursements, including required attachments, shall be submitted electronically to the City via email in PDF format.

Payments may be contingent upon certification of the Subrecipient’s financial management system. Payments will be adjusted by the Grantee in accordance with balances available in the Subrecipient accounts. Additionally, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

A maximum of **$1,000.00 per month** shall be reimbursed to the Subrecipient for eligible household services once a reimbursement request is submitted to the Neighborhood Services office, which includes an Activity and Narrative Summary Reports. Invoices are to be submitted to the Neighborhood Services Department and are accepted by electronic mail in PDF format. All invoices must be wet signed by the Executive Director or designee; digital signatures are not accepted.

Total reimbursement will not exceed the amounts outlined below:

Line Item Amount

Rides @ $5.55 ea. $5,000.00

The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely manner in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and Subrecipient.

This Agreement and all payments in accordance therewith, are contingent upon receipt, by the Grantee, of U.S. Department of Housing & Urban Development Community Development Block Grant (CDBG) funds. The Grantee makes no commitment of future financial support and assumes no obligation for future support of the Subrecipient’s programs or activities contracted herein, except those expressed in this Agreement.

1. **NOTICES**

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

**GRANTEE** **SUBRECIPIENT**

Terrie Franklin, Director Timothy Timmermann, Executive Director

Neighborhood Services Dept. Brevard Alzheimer’s Foundation, Inc.

725 S. DeLeon Avenue 4676 N. Wickham Blvd.

Titusville, FL 32780 Melbourne, FL 32935

(321) 567-3783 (321) 253-4430

(321) 383-5614 Fax

[Terrie.franklin@titusville.com](mailto:Terrie.franklin@titusville.com) [ttimmermann@brevardalz.org](mailto:ttimmermann@brevardalz.org)

1. **GENERAL CONDITIONS**
2. **General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants including subpart J and Subpart K of the regulations), except that (1) the Subrecipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee’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 Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

1. **Mandatory Disclosures 2 CFR 200.113**

The Subrecipient must disclose, in a timely manner, in writing to the Grantee, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Federal award. Subrecipients that have received a Federal award are required to report certain civil, criminal, and administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedial described in 2 CFR 200.339 including suspension or debarment.

1. **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 Grantee 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.

1. **Hold Harmless**

The Subrecipient shall indemnify, defend, and save harmless the Grantee and all of its officers and employees from all liability, and claims, demands, damages and costs of every kind and nature, including attorneys’ fees at trial or appellate levels, and all court costs arising out of injury to or death of persons (including the subrecipient’s employees and agents), and damage to any and all property including loss of use thereof, resulting from or in any manner, arising out of or in connection with error(s), omissions(s), negligent act(s), failure to comply with prevailing local, state, federal law or regulations, intentional torts, criminal acts or other wrongs connected with activities of work by or services provided under this Agreement by its agents, servants, or employees, excepting only liability resulting from the sole negligence of the Grantee. The Subrecipient shall upon request from the Grantee, defend and satisfy any and all suits arising from any error(s), omissions(s), negligent act(s), failures, intentional torts, criminal acts or other wrong doing in connection with its performance under this Agreement. The remedies afforded to the Grantee by this clause are cumulative with, and in no way affect, any other legal remedy the Grantee may have under this Agreement or at law. This indemnification shall survive termination of this Agreement, in whole or in part and shall also remain in full force and effect upon subrecipient’s completion of all work as required of it hereunder. The Subrecipient shall hold the Grantee harmless and shall indemnify the Grantee for funds, which the Grantee is obligated to refund to the Federal Government as a direct result of misconduct, neglect or omission in the administration of the program herein described.

1. **Workers’ Compensation**

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

1. **Insurance**

The Subrecipient shall carry sufficient general liability insurance coverage (in an amount no less than $300,000 per occurrence) to cover liabilities involving this Agreement. A certificate of this coverage is to be submitted to the Neighborhood Services Department within ten (10) days from the date of the execution of this Agreement. The certificate of insurance shall reflect the City of Titusville as an additional insured. This insurance requirement shall not relieve or limit the liability of the Subrecipient nor does the Grantee represent that this type of insurance is sufficient or adequate to protect the Subrecipient’s interest or liabilities, but merely a minimum.

1. **Grantee Recognition**

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

1. **Amendments**

The Grantee 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 (the duly authorized representative for the Grantee shall be the Neighborhood Services Director or his/her designee). Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee 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 Grantee and Subrecipient.

1. **Suspension or Termination**

In accordance with 2 CFR 200, the Grantee 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:

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

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that both parties hereto agree in writing that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds, then either party to this Agreement may terminate the Agreement upon thirty (30) day written notice.

1. **ADMINISTRATIVE REQUIREMENTS**

The Subrecipient agrees to comply with all applicable federal regulation as now in effect and as such law may be amended during the term of this agreement. Subrecipient will also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in this agreement and in 2 CFR Part 200, Subparts A, B, C, D, E, and F, as now in effect, and as such law may be amended during the term of this agreement, or any reasonable equivalent procedures and requirements that may be prescribed.

The Subrecipient must identify in its accounts all Federal awards received and expended and the Federal programs under which they were received. These records must contain information pertaining to awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

The Subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

1. **Standards for Financial and Program Management**
2. **Accounting Standards**

The Subrecipient agrees to comply with 2 CFR 200.302-305, and 200.327 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.

1. **Administrative, Cost Principles, and Audit Requirements**

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E- Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Cost principles include, but are not limited to:

**Profit:** Section 200.400(g) states that Subrecipients may not earn or keep any profit resulting from Federal financial assistance.

**Interest Earned:** Interest earned in amounts up to $500 per year may be retained for administrative expenses per 2 CFR 200.305.

**Fines, Penalties, Damages, and Other Settlements:** Costs resulting from Subrecipient’s violations of, alleged violations of, or failure to follow Federal, State, local, tribal, or foreign laws or regulations are unallowable. 2 CFR 200.441.

**Lobbying:** The cost to influence activities associated with obtaining grants, contracts, cooperative agreements or loans is unallowable. 2 CFR 200.450.

**Organization Costs:** Costs for items such as incorporation fees, attorney fees, or accountants in connection with establishment or reorganization of an entity are unallowable except with prior approval of U.S. Treasury. 2 CFR 200.455.

**3. Program Income**

Program income generally means gross income received by the Subrecipient that was generated from the use of federal funds.

Program income includes, but is not limited to, the following:

* Payments of principal and interest on loans made using federal funds
* Proceeds from the disposition of real property purchased or improved with federal funds.
* Proceeds from the disposition of equipment purchased with federal funds.
* Interest earned on program funds pending its disposition.

When such program income is generated by an activity that is partially assisted with federal funds the income shall be prorated to reflect the percentage of CDBG funds used.

By way of further limitations, the Subrecipient may use such income during the agreement period for activities permitted under this agreement and shall reduce requests for reimbursement by the amount of such program income balances on hand. Program income must be deducted from total allowable costs to determine the net costs. Program income must be used for current costs unless HUD authorizes otherwise. Program income that the Subrecipient did not anticipate at the time of this agreement must be used to reduce the award rather than to increase the funds committed to the project or activity.

Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been included in this Federal award agreement.

All unexpended program income shall be returned to the City at the time of close out.

**Reporting:** The Subrecipient shall report all program income generated by activities carried out with CDBG funds made available under this agreement.

1. **Documentation and Record Keeping**
2. **Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 and Title 2 of the Code of Federal Regulations (CFR) Part 200, that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not limited to:

* Records providing a full description of each activity undertaken;
* Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
* Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
* Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
* Financial records as required by 24 CFR 570.502, and 2 CFR 200
* Financial statements showing separation of funds/programs; and
* Other records necessary to document compliance with Subpart K of 24 CFR 570.

See Section IX of this Agreement for documented audit requirements.

1. **Retention**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other pertinent to the Agreement for a period of no less than four (4) years, or longer as required by law. The retention period begins on the date of the submission of the Grantee’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 seven-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.

1. **Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

Subrecipient shall comply with the Privacy Act of 1974 and 2 CFR 200.335 Collection and Transmission in the collection, maintenance, use and dissemination of personally identifiable information such as social security numbers, financial and medical information. Subrecipient will limit the collection, use and access of information about individuals that is relevant and necessary to accomplish its purpose, and that such data be maintained with appropriate administrative, technical and physical safeguards to protect the information.

1. **Disclosure**

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee’s or Subrecipients’s responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

1. **Close-outs**

The Subrecipient’s obligation to the Grantee 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 Grantee), 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 funds, including program income.

1. **Audits and Inspections**

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

1. **Reporting and Payment Procedures**
2. **Program Income**

The Subrecipient shall report on a monthly basis all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG 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 income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement 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 Grantee.

1. **Indirect Costs**

If indirect costs, as defined at 2 CFR 200.56 are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. All costs, must comply with 2 CFR Part 200, Subpart E – Cost Principles. Subpart E contains principles for selected items of cost at 2 CFR 200.420 – 200.475. These principles apply weather or not a particular item of cost listed in the Uniform Requirements is properly treated as a direct cost or an indirect cost. Recipients should look to these principles and selected items of cost for guidance in determining the allowability of the items of cost included in the indirect cost pool for a cost allocation plan.

1. **Payment Procedures**

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

1. **Progress Reports**

Reports shall be submitted to the Grantee via electronic mail in PDF format on a **monthly** basis. The format of these reports shall, at a minimum, consist of an **Activity Report** and a **Narrative Summary.**

In the **Activity Report** (Attachment B), the number served for the first time shall be identified by: race, ethnicity, head of household status, etc. Also identified in this Report shall be the number of clients serviced for the first-time, and the total number assisted.

The **Narrative Summary** shall describe the progress or non-progress of the above-activities and any information which identifies any unmet needs, problems, and accomplishments of the Subrecipient. The narrative should briefly describe any fund raising activities, including submission of grant applications that occurred during the reporting period.

Activity Reports and Narrative Summaries are due ***on the 15th of each month*** after the reporting period. In addition, an **end-of-year status report** shall be submitted no later than thirty (30) days after the conclusion of the contract to summarize the overall accomplishments of the program, any unmet needs or problems, and to report on any additional grants or funding that shall help to support the program.

1. **Procurement**

The Subrecipient must comply with its own documented procurement procedures and purchasing policies, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and the standard identified in this part. All procurement standards as described in 2 CFR 200 Subpart D, which include, but are not limited to General Procurement Procedures 200.318, and the following:

1. **Compliance**

The Subrecipient shall comply with current Grantee 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 Grantee upon termination of this Agreement.

1. **OMB 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, as in affect and as may be amended.

1. **Travel**

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition and avoidance of any conflicts of interest.

1. **Responsibility**

The Subrecipient alone must be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurements including source evaluation, protests, disputes, and claims.

1. **Competition 200.319**

All procurement transactions shall be conducted in a manner to provide full and open competition consistent with the standards of 2 CFR 200.319.

1. **Small and Minority Businesses, Women’s Business Enterprises and Labor Surplus Area Firms 200.231**

Subrecipients must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible consistent with the standard of 2 CFR 200.231.

1. **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 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 Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
2. Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period of time as the Grantee deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the Grantee deems appropriate).
3. 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 Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).
4. The Subrecipient agrees to comply with (a) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.60(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(b) of the HCD Act; and (c) the requirements in 24 CFR 570.6060(d) governing optional relocation policies. [The Grantee may preempt the optional policies]. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.
5. **Remedies for Non-Compliance**

The Grantee may impose additional conditions, as described in 2 CFR 200.207, if the Subrecipient fails to comply with Federal statutes, regulations, or the terms and conditions of this agreement, or fails to meet expected performance goals, or is not otherwise responsible. These conditions may include items such as the following:

* Withholding authority to proceed to the next phase until receipt of evidence or acceptable performance with a given period of performance;
* Requiring additional or more frequent project status reporting;
* Requiring additional or more detailed financial reports;
* Requiring additional project monitoring;
* Requiring the Subrecipient to obtain technical or management assistance; or
* Establishing additional prior approvals.

In accordance with 2 CFR 200.338 – 200.342, if the Grantee determines that non-compliance cannot be remedied by imposing additional conditions, the Grantee may take one or more of the following actions, as appropriate to the circumstances:

* Temporary withhold of payments pending correction of the deficiency;
* Disallow all or part of the cost of the activity or action not in compliance;
* Wholly or partly suspend or terminate the award;
* Recommend suspension or debarment proceedings as authorized under 84 180;
* Withhold future awards for the project or program;
* Take other remedies that may be legally available.

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this agreement if the Subrecipient fails to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and CDBG guidelines, policies or directives as may become applicable at any time; fails, for any reason, to fulfill in a timely and proper manner, its obligations under this agreement; uses funds under this agreement ineffectively or improperly, or; submits reports that are incorrect or incomplete in any material respect.

This agreement may also be terminated for convenience by either the Grantee or Subrecipient, in whole or in part, by setting for 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 partial termination, the Grantee determines that the remaining portion of the agreement will not accomplish the purpose for which this agreement was made, the Grantee may terminate the award in its entirety.

1. **PERSONNEL & PARTICIPANT CONDITIONS**
2. **Civil Rights & Non-Discrimination**
3. **Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375,11478,12107, and 12086.

1. **Nondiscrimination**

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

1. **Section 504-Handicap Accessibility**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C . 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

1. **Affirmative Action**
2. The Subrecipient agrees that is shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1996. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
3. **Women-and Minority-Owned Businesses (WMBE)**

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 the 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, American, 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.

1. **Access to Records**

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

1. **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 workers’ representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1. **Equal Employment Opportunity and Affirmative Action**

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.

1. **Subcontract Provisions**

The Subrecipient will include the provisions of Paragraphs VII.A, Civil Rights, and 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’s or subcontractor’s.

1. **Employment & Conduct Restrictions**
2. **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.

1. **Labor Standards**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

1. **“Section 3” Clause**
2. 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 contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these Managing CDBG: Subrecipient Oversight Chapter 3-23 Chapter 3: Resource requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient’s subrecipients and 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.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD 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). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; 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 a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; 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.

1. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its 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.

1. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

1. **Assignability**

The Subrecipient shall not assign or transfer any interest in this Agreement any part thereof without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee 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 to the Grantee.

1. **Subcontracts**
2. **Approvals –** The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such Agreement.
3. **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 on noncompliance.
4. **Selection Process** – The Subrecipient shall undertake to insure that all subcontracts let in the performance of the 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 Grantee along with documentation concerning the selection process.
5. **Content –** The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made part of any subcontract executed in the performance of this Agreement.
6. **Hatch Act**

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

1. **Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 24 CFR 570.611, which include, but are not limited to, the following:

1. The Subrecipient shall maintain a written code or standard 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.
2. 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 in a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any function 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, 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 Grantee, the Subrecipient, or any designated public agency.

The Grantee and the Subrecipient state that to the best of their knowledge, no member of the Titusville City Council and no other officer, employee or agent, of the City of Titusville who exercises any function of responsibility in connection with the carrying out of the Program, to which this Agreement pertains, has any personal interest, direct or indirect, in the Agreement. The parties hereto further state that financial support by the Grantee shall in no way directly and personally benefit program employees, officers, or other individuals subject to the stipulations set forth herein.

1. **Lobbying**

The Subrecipient hereby certifies that:

1. 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, and 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.
2. 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 of 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 Form to Report Lobbying,” in accordance with its instructions; and
3. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
4. Lobbying Certification- 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, 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.
5. **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.

1. **Equal Opportunity Employer**

The Grantee is an Equal Employment Opportunity (EEO) employer and as such encourages all Subrecipients’s to voluntarily comply with EEO regulations with regards to gender, age, race, religion, sex, veteran status, country of origin, creed or the presence of any sensory, mental or physical handicap, except where there is a bona fide occupational limitation. In addition, the Subrecipient or anyone under his employ shall comply with all applicable rules, regulations, and promulgation’s thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The Subrecipient shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. As applicable, the Subrecipient shall implement the intent of this clause with the same degree of application being encouraged. When applicable, the Subrecipient shall comply with all new State and Federal EEO Regulations.

The Subrecipient agrees **to post** in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this non-discrimination requirement.

1. **Drug Free Workplace**

The Subrecipient agrees to administer, in good faith, a policy designed to assure a workplace free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

1. **AUDIT REQUIREMENTS 2 CFR 200 SUBPART F**

Subrecipients that expend $750,000 or more in Federal awards during their fiscal year must have a single audit or program-specific audit conducted for that fiscal year in accordance with the provisions of Title 2, Subtitle A, Chapter II, Part 200, Subpart F of the Code of Federal Regulations, Uniform Administrative Audit Requirements for Federal Awards. A non-Federal entity that expends less than $750,000 during their fiscal year is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, City, and Government, Accountability Office (GAO).

Copies of the audit must be made available for public inspection, ensuring that protected personally identifiable information is not included. Audit reports must be submitted to the Federal Audit Clearinghouse (FAC) and all Federal agencies, the City, and others interested in an audit report must obtain if from the FAC.

The Subrecipient agrees to comply with the organizations audit requirements of 2 CFR 200 Subpart F, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) form 2 CFR 200 F audits (and any other audit of grant funds) are not satisfactorily and promptly addressed. If the Subrecipient is required to conducted a 2 CFR 200 Subpart F audit, it shall provide a copy of it to the City within thirty (30) days of completion of the audit.

The City reserves the right to have an audit conducted delineating the project costs after completion of the project. This audit shall be in accordance with generally accepted account principles. The audit shall be conducted by an independent auditor acceptable to the City. The Subrecipient shall provide the City with a copy of such audit upon completion. Any deficiencies noted in the audit report shall be fully cleared by the Subrecipient within thirty (30) days after receipt of said audit report by the City. Failure of the Subrecipient to clear deficiencies noted in the audit report shall be a breach of this agreement and the City may exercise any and all of its rights and remedies.

Audits must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) (§200.514(a)).

1. **CONTRACTS**

All contracts made by the Subrecipient under this Federal award must contain provisions covering the following, as applicable, under 2 CFR 200 Appendix II, Contract Provisions. 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 submitted with documented evidence of follow-up actions taken to correct areas of noncompliance.

**Debarment and Suspension:** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180. SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

**Contracts over $10,000:** All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement.

1. **AVAILABILITY OF CDBG FUND**

Subrecipient acknowledges and agrees that the CDBG funding herein provided is subject to the control of the U.S. Department of Housing & Urban Development and may be encumbered, withdrawn, or otherwise made unavailable to the Grantee (whether earned or promised to, or by, Subrecipient). Subrecipient shall not be paid such funds unless and until they are made available for payment to the Grantee by HUD. No other funds owned or controlled by the Grantee shall be obligated under this agreement unless specifically approved and permitted by City Council. Nothing herein constitutes a pledging or obligating of Grantee funds, its General Fund, or any real and personal property taxes, sales taxes, or any other tax revenues.

1. **INDEMNIFICATION**

Subrecipient waives any and all claims and recourse against the Grantee or HUD including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to subrecipient’s performance of this agreement. Subrecipient will indemnify, hold harmless, and defend the Grantee or HUD against any and all claims, demands, damages, costs, expenses, or liability arising out of subrecipient’s performance of this agreement.

1. **ELIGIBILITY**

Subrecipient certifies that its employees, agents, contractors, principals, officers, and other persons engaged in carrying out the project are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted projects or federal funding.

1. **SEVERABILITY**

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

1. **ATTACHMENTS**

All attachments and exhibits hereto are incorporated hereby as a material and relevant part of this Agreement.

1. **WHAT LAW GOVERNS**

This Agreement shall be deemed to have been made in, and construed in accordance with, the laws of the State of Florida. Any actions taken under this Agreement shall be located in Brevard County.

1. **SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

1. **WAIVER**

The Grantee’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 Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

1. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

The Federal Funds Accountability and Transparency Act requires recipients of grants who make first-tier sub-awards over $30,000 to provide reporting of those sub-wards pursuant to the Federal Funding Accountability and Transparency Act (FFATA).

To assist the Grantee with its required reporting, the Subrecipient hereby certifies that the following information is correct:

LEGAL NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unique Entity ID Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EIN/TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SAM CAGE CODE (required): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Subrecipients preceding completed fiscal year, were 1) 80% or more of annual gross revenues received from U.S. deferral contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; 2) and $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

\_\_\_\_ Yes \_\_\_\_ No

Organization’s Fiscal Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **2 CFR PART 200 APPENDICES**

The below Appendices, as provided for in 2 CFR Part 200, are hereby included and referenced, where applicable, to this agreement:

*• Appendix I: This Appendix provides the full text of the notice of funding opportunities as required by §200.203, along with application and submission information, application review information, Federal award administration information, and Federal awarding agency contact(s) requirements.*

*• Appendix II: This Appendix contains required contract provisions for all contracts made by a non-Federal entity under a Federal award. The description of each provision should be sufficient for a non-Federal entity to determine if the provision needs to be included in a specific contract.*

*• Appendix IV: This Appendix provides guidance for identifying and assigning indirect costs and making rate determinations for nonprofit organizations.*

*• Appendix V: This Appendix provides guidance on a process for state and local governments to identify and assign central service costs to benefitted activities on a reasonable and consistent basis.*

• *Appendix X: This Appendix states that the Data Collection Form SF-SAC for Single Audits is available on the Federal Audit Clearinghouse (FAC) website. The FAC website address http://harvester.census.gov/sac/, given in §200.36, Federal Audit Clearinghouse (FAC), for accessing the FAC, was valid as of the issuance of this Notice.*

*• Appendix XI: This Appendix states that the audit compliance supplement for Single Audits cited by §200.21, Compliance supplement, is available on OMB’s website, and provides an address (http://www.whitehouse.gov/omb/circulars) that was valid for accessing the supplement as of the issuance of this Notice.*

1. **ENTIRE AGREEMENT**

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

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first written above.

**ATTEST: CITY OF TITUSVILLE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wanda F. Wells, City Clerk Daniel E. Diesel, Mayor

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTEST: REVARD ALZHEIMER’S**

**FOUNDATION, INC.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Timothy Timmermann, Executive Director

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPROVED AS TO FORM: APPROVED AS TO CONTENT:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Richard Broome, City Attorney William S. Larese, City Manager

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Terrie Franklin, Neighborhood Services Director

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_