

**2023-2024 AGENCY CONTRACT  
BETWEEN  
UNITED WAY OF BREVARD COUNTY  
AND  
BREVARD ALZHEIMER'S FOUNDATION, INC.**

**I. PURPOSE OF CONTRACT**

The United Way of Brevard County, 1100 Rockledge Blvd., Suite 300, Rockledge, FL 32955 hereinafter referred to as "UWBC," and **BREVARD ALZHEIMER'S FOUNDATION, INC.** hereinafter referred to as "the Agency" enter this Contract for the period commencing July 1, 2023, to June 30, 2024.

**II. CLARIFICATION OF RELATIONSHIP**

UWBC will provide funding for the program(s) specified in this Contract subject to the provisions of this Contract. This Contract does not create and shall not be interpreted as creating a partnership or joint venture between the parties.

**III. STAFF**

The Agency will employ staff as needed to provide services within the program(s) funded in this Contract. The Agency's staff may include paid employees or volunteers or both, and such individuals shall not be considered employees of UWBC. The Agency's staff will be always supervised by the Agency, and subject to the personnel practices and policies of the Agency.

**IV. SERVICES**

The Agency will deliver services to accomplish the objectives set forth in their Program Funding Proposal(s) and pursuant to the terms and conditions of this Contract.

**V. FUNDS ALLOCATED UNDER THIS CONTRACT**

UWBC will fund up to **\$73,000** for services rendered by the Agency within the programs listed below and as submitted in the Agency's 2023-2024 Program Funding Proposal(s). These funds are specifically allocated by program, as indicated below, and may not be transferred from one program to another. The Agency budget for these programs, as stated in the required financial forms, shall be revised to reflect the actual allocated amount from UWBC and other funding sources (if any). If for any reason a program funded by UWBC is cancelled or terminated, the Agency will immediately notify UWBC, and any funds paid by UWBC for such program after the program was cancelled or terminated will be refunded by the Agency within 30 days of receipt thereof. If any program funded by UWBC is modified in any way, the Agency will immediately notify UWBC in writing about the nature and scope of the modification, and UWBC will have the option to discontinue funding or approve continued funding of the modified program. The decision to continue funding may be made conditionally, or contingent upon the occurrence of certain actions or events, in the discretion of UWBC.

The specific allocation of funds under this Contract is as follows:

Adult Daycare Program	<u>\$73,000</u>
TOTAL	<b>\$73,000</b>

**VI. PAYMENT OF ALLOCATED FUNDS**

UWBC will issue payments to the Agency in 12 equal monthly installments, beginning July 1, 2023, and ending June 1, 2024 unless funding is terminated pursuant to Section VII of this Contract, or this Contract is terminated by either party.

**VII. SUSPENSION OR TERMINATION OF FUNDING**

UWBC shall have the right, in its sole and absolute discretion, to suspend or terminate the payment of funds allocated under this Contract to the Agency, or in connection with any program, and to determine the terms and conditions under which the Agency may qualify for full or partial restoration of funding.

- a. UWBC may suspend funding to an Agency, in whole or part, in the event of:
  - i. Insufficient availability of funds to UWBC; or
  - ii. Unsatisfactory performance by the Agency of its obligations under this Contract; or
  - iii. Events or circumstances attributable to the Agency, its employees, or volunteers, which call into question the integrity of the Agency or a member or members of its staff, or its ability or motivation to satisfactorily perform under the terms of this Contract, or which may tend to cause a loss of public confidence in the Agency or UWBC.
- b. Prior to suspension or termination of funding, UWBC will give the Agency an opportunity to explain its position to the President of UWBC, or such other person or persons as may be designated by the UWBC Board Chair.

**VIII. FISCAL RESPONSIBILITY**

The Agency will:

- a. Maintain its financial books, records, and documents in accordance with accepted accounting practices and will accurately and appropriately keep and maintain a record of all revenues received and all funds expended.
- b. Authorize and allow all financial records and supporting documentation to be inspected or audited by UWBC staff or its duly authorized agent at any time upon request.
- c. Maintain appropriate records to enable the Agency to make regular assessments of its own financial condition and the volume and effectiveness of its services; and to be readily accountable to UWBC, as well as the Agency's constituency, supporters, volunteers, and the community at large.
- d. Retain all financial records, supporting documentation, statistical records, and any other documents pertinent to this Contract and the programs funded by UWBC for a period of three (3) years after termination of this Contract or the

last day of the 2023-2024 fiscal year, whichever date is later. If an audit has been completed and any concerns or irregularities have been identified, and such findings have not been resolved at the end of three (3) years, all records shall be retained until a later audit finds that such concerns or irregularities have been resolved.

- e. Maintain in writing an Affirmative Action Policy and Plan when required by law.

## **IX. BUDGET REVISIONS/PROGRAM METRICS**

The Agency will:

- a. Submit to UWBC for its approval a revised budget that identifies all funding sources and the corresponding amount(s) to be applied to the program(s) funded under this Contract within thirty (30) days of the effective date of this Contract, and any later time if a revision in the budget is reasonably anticipated.
- b. Provide a detailed written explanation of all difference(s) in the proposed budget revision from the approved budget.
- c. Provide a copy of IRS Form 990 within thirty (30) days of filing with the IRS.

## **X. AUDIT AND OPINION LETTER**

Within 270 days of the close of its fiscal year, the Agency will submit to UWBC a certified independent financial audit of its corporate activities, any accompanying opinion letter(s), and the Agency's response, if applicable. This audit shall be conducted in accordance with American Institute of Certified Public Accountants Standards for Non-Profit Organizations, or other mutually agreed upon standards.

At the discretion of UWBC, agencies that have a total budget of less than \$500,000 may be allowed to submit a less extensive financial review or compilation. Any such Agency wanting to avoid the requirement of a full audit must request permission prior to the end of the Agency's fiscal year.

## **XI. AGENCY STATUS**

The Agency will:

- a. Be incorporated or chartered under appropriate state or Federal statutes and be registered with the Florida Department of Agriculture and Consumer Affairs.
- b. Maintain its status as an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended.

## **XII. PROGRAM RESPONSIBILITY**

The Agency will effectively and efficiently carry out its programs to meet the human services needs in Brevard County, Florida, and will carry out the programs funded under this Contract in the manner and with the objectives represented in its Program Funding Proposal(s).

**XIII. PROGRAM MONITORING**

The Agency will cooperate with UWBC and permit UWBC to conduct on-site monitoring of the Agency or any program funded under this Contract upon request.

**XIV. SPECIAL CONDITIONS/EVALUATION REQUIREMENTS/OUTCOME MEASUREMENT**

The Agency will submit semi-annual reports detailing the expenditure of funds allocated under this Contract and program performance. The *(Revised Budget)* shall be postmarked no later than August 11, 2023, and it should detail what your program(s) was approved and if that amount is different from what you requested in your Application, you will be required to update that Budget. The first report *(Mid-Year Report)* shall be postmarked no later than February 23, 2024 and shall detail expenditures and activities for the first six months of the Contract period (7/1/23-12/31/23). The final report *(Year End Report)* shall detail program expenditures and activities for the entire Contract period(7/1/23-6/30/24) and shall be postmarked no later than August 9, 2024.

**XV. ASSIGNMENTS AND SUBCONTRACTS**

Excluding the use of professional accounting or legal services, the Agency shall not assign any of its responsibility under the terms of this Contract to another party or subcontract with a third party to perform or complete any requirement or obligation under this Contract, including the provision of services to the Agency's clients, without the prior written approval of UWBC.

**XVI. BOARD OF DIRECTORS**

The Agency will have a governing body consisting of voting members who are citizen volunteers, and not paid staff, and which will have ultimate authority over the Agency's finances and operations and will function in accordance with the Agency's governing documents. The board will meet at least four (4) times a year and will have a minimum of five (5) volunteer members. The governing board will also have ultimate responsibility for the Agency's mission and objectives.

**XVII. PUBLICIZING UWBC SUPPORT**

The Agency will publicize the support received from UWBC at every reasonable opportunity by identifying itself as a United Way partner, by displaying the United Way logo and name on its letterhead, and in its website, newsletter, and other publications.

The Agency will give support and assistance to the annual UWBC fundraising campaign. The Agency will submit a success story which illustrates the impact of UWBC funding in the community.

**XVIII. NONDISCRIMINATION**

The Agency will not discriminate against any person on account of race, ethnicity, gender, physical disability, mental disability, national origin, religious beliefs, political

beliefs or affiliations, or marital status and any other prohibited basis, whether as an employee, volunteer, or client of the Agency, except that programs may provide services for designated client groups as identified in its Program Funding Proposal so long as such designation does not violate State, Federal or local law(s) or regulation(s). The Agency agrees to maintain access for disabled persons as required by law.

**XIX. CONFIDENTIAL INFORMATION**

The Agency shall not use, disseminate, or disclose any information which specifically identifies a client or any recipient of services under this Contract, except as may be necessary for conformity with Federal, state, or local law(s) and regulations, except upon the written consent of the client or recipient, or his/her authorized agent or guardian, provided proof of such authority has been provided.

**XX. LIABILITY**

To the extent permitted under Florida Law, the Agency will indemnify and hold UWBC harmless from liability on account of any claims, causes of action, litigation, sums of money, contracts, promises, damages, judgments, executions or liens whatsoever, including court costs and attorney's fees, arising out of any act or omission, whether intentional or negligent, of the Agency, and any of its employees, volunteers, agents, or officers; or arising out of any decision with respect to funding by UWBC; or arising out of the operation of this Contract.

**XXI. SPECIAL CIRCUMSTANCES**

The Agency will promptly inform UWBC of any circumstances or events which may reasonably be expected to jeopardize the Agency's ability to comply with its obligations under the terms of this Contract.

**XXII. CONTRACT REVISIONS**

This Contract constitutes the entire agreement between the Agency and UWBC. No agreements or promises have been made by either party that are not contained in this Contract, and both parties understand that any agreements or promises not contained in this Contract have no force or validity and may not be relied upon. Any amendments to this Contract must be in writing and signed by the authorized representatives of both parties, except as authorized in Section XXIV of this Agreement.

**XXIII. TERMINATION**

This Contract may be terminated by either party, without cause, upon no less than thirty (30) days' notice to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person.

- a. This Contract may also be terminated by UWBC for any breach by the Agency of any of the terms of this Contract, upon twenty-four (24) hours written notice. UWBC at its discretion may waive any breach by the Agency, but such waiver shall not constitute a waiver of any future breach.

- b. In the event this Contract is terminated, all funding provided herein shall terminate, and any funds disbursed and not used for services rendered pursuant to this Contract shall be returned by the Agency to UWBC.
- c. The provisions shall not limit UWBC's right to remedies at law or in equity.
- d. If either party is found to be in breach of this Contract, the non-breaching party shall be entitled to recover its cost and reasonable attorney's fees incurred in connection with its efforts to enforce the terms hereof.

**XXIV. AGENCY ACKNOWLEDGMENT, WAIVER OF APPEAL PROCESS**

The Agency acknowledges that the funds allocated by UWBC in this Contract are for the period described in Section I, and that the funding amount provided in this Contract or in previous contracts is not a promise or a commitment by UWBC to allocate a similar amount to the Agency in any future Contract. By execution of this Contract, the Agency acknowledges that it has received a copy of UWBC Agency Funding Appeals Policy, and that the Agency waives the appeal process and accepts the funding amount set forth in this Contract.

**XXV. WAIVER**

UWBC reserves the right to waive any requirement(s) of this Contract were warranted by special circumstances.

**United Way of Brevard County, Inc.**

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

DocuSigned by:  
 By: James Carlson  
 James Carlson  
 Vice President, Community Impact

DocuSigned by:  
 By: [Signature]  
 Authorized Representative  
 Title Executive Director

Date Signed: 6/14/2023

Date Signed: 6/14/2023