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**RESOLUTION NO. 2013-13**

**CITY OF POMPANO BEACH**
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING RESOLUTION NO. 84-109 AS AMENDED BY RESOLUTION NO. 2004-250 TO PROVIDE FOR A CHANGE IN THE NUMBER OF MEMBERS AND PROCEDURES OF THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; AMENDING CONFLICT OF INTEREST PROHIBITIONS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission established the Community Development Advisory Committee by Resolution No. 84-109 as amended by Resolution No. 2004-250; and

**WHEREAS**, the City Commission now wishes to amend appointment of membership to the Community Development Advisory Committee; now, therefore;

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That Resolution No. 84-109 and be the same is hereby amended as follows:

> **SECTION 2:** The Community Development Advisory Committee shall serve as the citizens advisory body to the City Commission of Pompano Beach and shall make recommendations on the adoption of an annual plan of community development projects, as formulated by the ~~Planning Department~~ Office of Housing and Urban Improvement staff for inclusion in the City of Pompano Beach Community development Block Grant program. The annual plan shall include a statement of goals, objectives, priorities, guidelines, designated areas of services, and projected use of funds. Such a plan, adopted by the Community Development Advisory Committee, shall be forwarded to the Office of Housing and Urban Improvement ~~City Commission, including a determination by the Planning and Zoning Board as to the consistency with the Comprehensive Plan elements~~. The

~~Planning and Zoning Board~~ Office of Housing and Urban Improvement shall then submit the plan, with their findings and recommendations to the City Commission of Pompano Beach, which may adopt, modify or amend it prior to submitting it to HUD for final approval. ~~This Plan shall be submitted to the City Commission at least sixty days prior to the beginning of the next entitlement period when federal funding begins.~~

**SECTION 4:** The membership of this Committee shall be composed of ~~nine (9)~~ seven (7) voting members ~~and three (3) alternates~~. The ~~nine~~ seven (7) voting members shall be appointed with terms defined: One (1) member by the Mayor with a three (3) year term. Five (5) members, one (1) by each City Commissioner, with term to be concurrent with terms of appointing official, starting one month after the start of the term of the appointing official. ~~Two (2) members by the City Commission with a two (2) year term from the membership of the Planning and Zoning Board, with term to run concurrent with their term on the Planning and Zoning Board.~~ One (1) member by the City Manager for a two year term. ~~The three alternate members shall be appointed by the City Commission for three (3) year terms~~. All members shall be residents of the City of Pompano Beach, Florida.

**SECTION 5:** The Community Development Advisory Committee shall meet monthly. A quorum for the Committee meeting shall be a majority of the members. A simple majority of votes entitled to be cast on a matter by the members present shall be necessary for adoption. Any member ~~or alternate~~ with three (3) unexcused absences shall be asked to resign. All meetings shall be open to the public.

**SECTION 7:** All Committee members shall be prohibited from using their position for a purpose that is or that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. The Conflict of Interest prohibitions set forth in CFR 570.611 and CFR 92.356 apply to all Committee members with respect to decisions related to federal Community Development Block Grant (CDBG) and HOME funds. ~~Those persons~~ Committee members having ~~such~~ a conflict of interest shall declare their conflict in writing to the Office of Housing and Urban Improvement prior to participating in any Committee activity relating to such conflict of interest, or on the record at any Committee meeting where a conflict of interest first arises.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 9th day of October, 2012.

**LAMAR FISHER, MAYOR**

**ATTEST:**

**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm

RESOLUTION NO. 2004- 250

CITY OF POMPANO BEACH
Broward County, Florida

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 84-109 TO PROVIDE FOR APPOINTMENT OF A MEMBER BY THE MAYOR ON THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission established the Community Development Advisory Committee by City Resolution No. 84-109; and

**WHEREAS,** the City Commission now wishes to amend appointment of membership to the Community Development Advisory Committee; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That City Resolution No. 84-109 be and the same is hereby amended as follows:

. . .

Section 4: The membership of this Committee shall be composed of nine (9) voting members and three (3) alternates. The nine voting members shall be appointed with terms defined: One (1) member by the ~~City Commission~~ Mayor with a three (3) year term. Five (5) members, one (1) by each City Commissioner, with term to be concurrent with terms of appointing official. Two (2) members by the City Commission from the membership of the Planning and Zoning Board, with term to run concurrent with their term on the Planning and Zoning Board. One (1) member by the City Manager for a two (2) year term. The three alternate members shall be appointed by the City Commission for three (3) year terms. All members shall be residents of the City of Pompano Beach, Florida.

. . .

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 22nd day of June, 2004.

**JOHN C. RAYSON, MAYOR**

**ATTEST:**

**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm
6/4/04
l:reso/2004-262

RESOLUTION NO. 84-109

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION ESTABLISHING A COMMITTEE KNOWN AS THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; PROVIDING FOR THE OBJECTIVES OF THE COMMITTEE; PROVIDING FOR THE REPRESENTATION AND TERMS OF THE MEMBERS; PROVIDING FOR MEETINGS AND OFFICERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach is an entitlement city pursuant to the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Pompano Beach receives an annual grant from the Department of Housing and Urban Development; and

WHEREAS, the City of Pompano Beach must submit an annual plan to the Department of Housing and Urban Development (HUD) for the projected use of the funds, and

WHEREAS, effective citizen participation is desired in the preparation of the annual plan; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: There is hereby established a Committee to be known as the Community Development Advisory Committee.

SECTION 2: The Community Development Advisory Committee shall serve as the citizens advisory body to the City Commission of Pompano Beach and shall make recommendations on the adoption of an annual plan of community development projects, as formulated by the Planning Department staff for inclusion in the City of Pompano Beach Community Development Block Grant program. The annual plan shall

include a statement of goals, objectives, priorities, guidelines, designated areas of services, and projected use of funds. Such a plan, adopted by the Community Development Advisory Committee, shall be forwarded to the City Commission, including a determination by the Planning and Zoning Board as to its consistency with the Comprehensive Plan elements. The Planning and Zoning Board shall then submit the plan, with their findings and recommendations to the City Commission of Pompano Beach, which may adopt, modify or amend it prior to submitting it to HUD for final approval. This Plan shall be submitted to the City Commission at least sixty (60) days prior to the beginning of the next entitlement period when federal funding begins.

SECTION 3: The Community Development Advisory Committee shall encourage comments from any citizens regarding the annual plan and particularly encourage input through civic associations.

SECTION 4: The membership of this Committee shall be composed of nine (9) voting members and three (3) alternates. The nine voting members shall be appointed with terms defined: One (1) member by the City Commission with a three (3) year term. Five (5) members, one (1) by each City Commissioner, with term to be concurrent with terms of appointing official. Two (2) members by the City Commission from the membership of the Planning and Zoning Board, with term to run concurrent with their term on the Planning and Zoning Board. One (1) member by the City Manager for a two (2) year term. The three alternate members shall be appointed by the City Commission for three (3) year terms. All members shall be residents of the City of Pompano Beach, Florida.

SECTION 5: The Community Development Advisory Committee shall meet monthly. A quorum for the Committee meeting shall be a majority of the members. A simple majority of votes entitled to be cast on a matter by the members present shall be necessary for adoption. Any member or alternate with three (3) unexcused absences shall be asked to resign. All meetings shall be open to the public.

SECTION 6: The Committee shall have the powers and authority to elect such officers and promulgate such internal procedures and rules as may be necessary to conduct the business of the Committee.

SECTION 7: All Committee members shall be prohibited from using their position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Those persons having such conflict of interest shall declare their conflict.

SECTION 8: This Resolution shall become effective April 1, 1984.

PASSED AND ADOPTED this 13th day of March, 1984

THOMAS J. FLYNN Mayor

ATTEST:

CHARLOTTE L. BURRIE ~~CITY~~ CLERK

# Community Development Advisory Committee
# Summary Information Sheet

**The Community Development Advisory Committee** serves as the citizens' advisory body to the City Commission and makes recommendations on the adoption of an annual plan for community development projects. Said committee meets the **second Thursday of each month at 7:00 p.m.,** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, FL 33060. The Community Development Advisory Committee was established by Resolution No. 84-119/140. Some members are Commissioner appointed.

## Coordination with the CDAC

The City of Pompano Beach CDAC actually reviews and ranks each application submitted on a fiscal basis for CDBG and HOME funding. Each applicant is permitted an opportunity to discuss their application during a CDAC Public Hearing. During those public hearings, the CDAC receives oral presentations from each applicant, but this is not the ranking session; that session will happen after all presentations are completed.

The announcement of the CDAC meetings are posted on the public bulletin boards in City Hall and on the City's website at least 72 hours before the meeting date.

## Application Review

The application review is one of the CDAC's most important functions. The following are the general steps included in the application review stage:

1. Proposals received by OHUI staff.
2. All proposals are copied.
3. OHUI staff reviews all the proposals for eligibility and compliance.
4. Verify that the City Commission Chambers is available for the public hearings dates.
5. Distribution of copies to all CDAC members (via mail or hand delivery) along with information packet.
6. Notify applicants of the dates that they are to conduct oral presentations.
7. Distribute copies of evaluation criteria and scoring to each committee member to use to rank the applicants.
8. CDAC reviews and ranks each application at the next formal CDAC meeting. The CDAC should rank and review the forms before the meeting and bring them to the meeting. Staff should present staff comments to the CDAC prior to the final CDAC scoring, but only after providing the CDAC an opportunity to provide preliminary comments.

## Application Review Criteria

Application evaluation criteria must be established BEFORE the applications are actually distributed. The application review criteria should accurately reflect the same items that applicants are asked to address in the application. More importantly, the application review format must be easy to follow so that the committee can carry out their task. OHUI will provide the CDAC with an application/proposal review evaluation criteria form. The evaluation criterion reflects the objectives that the City established for housing and community development programs. Any modifications to the form must be reviewed to ensure that the review criteria are consistent with the application/proposal format. Include a summary page in the application that identifies the evaluation criteria that will be used.

## Presentations

As soon as the CDAC committee members have received their application packets, send letters to the applicants indicating the date and time for the oral presentation.

The applicants have the opportunity to provide a brief oral presentation (up to 15 minutes). It is also provides an opportunity for the committee to ask questions and for the public to hear about the things proposed for their communities. Note: this is not a public meeting, so the public is not invited to dialogue with the committee or the presenters during the presentations.

## CDAC Ranking of Proposals

Following the conclusion of all the public hearings, the committee's next regularly schedule meeting is the opportunity to present/make funding recommendations. Encourage the CDAC to rank the proposals BEFORE the meeting and then come to the meeting prepared to discuss them as a group.

## Final Funding Cycle Stage

1. Prepare summary information about the CDAC's funding recommendations.
2. Contact the applicants to advise of CDAC's recommendations.
3. Brief City Manager on staff and CDAC recommendations.
4. Develop final staff recommendations (if different than CDAC's).
5. Post information about public meeting of the Commission Meeting to discuss recommendations
6. Write the Commission agenda report and present funding recommendations for approval

The goal at this stage of the process is to inform and approve.

**Prepare Summary Information**

Based on the CDAC's funding recommendations, the OHUI staff will prepare a funding chart that indicates how much each applicant requested and how much funding the Commission awarded.

**Contact the Applicants**

Contact the applicants right after the CDAC makes their final funding recommendations. A simple e-mail or phone call or letter is sufficient. This is also the opportunity to explain that the CDAC recommendations are not the final funding awards; City Commission will ultimately have to approve the funding recommendations and they could choose funding levels that differ from the CDAC or staff's funding recommendations.

Finally, advise applicants that they will have an opportunity to voice their thoughts/concerns about the CDAC recommendations during the City Commission public hearing. During the public hearing, members of the audience who wish to address the Commission must submit a speaking slip. Advise the applicants of such and encourage them to arrive early to get on the speaker's list for public comment regarding the CDBG and HOME funding recommendations.

**Commission Vote on Resolution**

If all goes well, the Commission will accept the funding recommendations from the CDAC and Staff and pass the resolution on the night of the public hearing.

If however, the Commission does not approve the funding during the Commission meeting, the item will likely be moved to a work session to allow more time for the Commission to consider funding recommendations and to seek further clarification.

**Notify the Applicants about Final Funding Recommendations**

After the Commission has voted on the funding recommendations, send a commitment letter to each of the applicants acknowledging that the funding cycle is complete and indicate their final award amount.

As the beginning of the new grant year approaches, the CDBG administrator should send out a copy of the subrecipient agreement, performance reports, and other materials that will give grantees a better understanding of their responsibilities under the grant program.

# Community Development Advisory Committee
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CITY OF POMPANO BEACH OFFICE OF HOUSING AND URBAN IMPROVEMENT

# Community Development Block Grant (CDBG) Program Operating Manual

HOUSING AND URBAN IMPROVEMENT

# Community Development Block Grant Program Manual

Housing and Urban Improvement
100 W. Atlantic Blvd., Room 220
Pompano Beach, FL 33060
Phone 954-786-4641 • Fax 954-786-5534

Date Published 10/10/05
G: Community Development :OHUI CDBG Policy Manual

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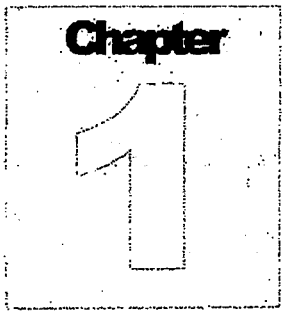
# Introduction

The Community Development Block Grant (CDBG) program is authorized by Title I of the Housing and Community Development Act of 1974, as amended, and provides annual grants on a formula basis to entitled metropolitan cities and urban counties to implement a wide variety of community and economic development activities directed toward neighborhood revitalization, economic development and the provision of improved community facilities and services. CDBG activities are initiated and developed at the local level based upon a community's perceptions of its local needs, priorities, and benefits to the community. Each entitlement grantee receiving CDBG funds is free to determine what activities it will fund as long as certain requirements are met, including that each activity is eligible and meets one of the following broad national objectives: benefit persons of low and moderate income, aid in the prevention or elimination of slums or blight, or meet other community development needs of particular urgency.

The City uses CDBG funds to provide housing assistance and social enrichment activities to residents within the City. The City also awards CDBG funds to eligible nonprofit organizations through an annual competitive process.

This guidebook describes the responsibilities associated with the City's CDBG program and provides instructions for staff that are administering the CDBG program. The manual is organized in to coincide with the annual grant award and funding cycle. Thus, Chapter 1 begins with a description of the funding announcement process and the final chapter ends with the "close-out" procedure for end of year reporting.




# CDBG Funding Cycle: Overview

*This section describes, generally, the CDBG Funding Cycle. The following chapters will discuss each step of the process in further detail.*

The CDBG Funding Announcement and Application stage marks the beginning of the grant cycle process. It is essentially the period in which the City announces the availability of funding and begins receiving applications. However, prior to the announcement, the CDBG Administrator must design the application, design the funding announcement coordinate meeting times for the CDAC to review applications, coordinate meeting space for the public hearings the CDAC will hold, coordinate the publication of the funding announcement in local media (e.g., television, newspaper, local bulletin boards) and mail the announcement to all the local civic organizations and previous grantees. The timeline included in this manual provides guidance on when all these things must happen. This chapter merely provides a description of how to undertake these activities.

## Application Design

The CD application has a general proposal outline (application) that track/records information about the applicant, the proposed activity, the proposed budget, and what the activity expects to accomplish. The application may be modified to reflect changes in the City's housing and community development priorities. A sample application is attached to this chapter. The application should be shared with the OHUI Director before making it public. A sample application is included in this section.

## Funding Announcement Design

The funding announcement design is pretty simple. The purpose of the announcement is to inform people that the City has grants available for housing and community development activities. The format is flexible, but it must include the list of eligible activities, the names of the grants, date the application is due, a verified amount of funds to be provided by the City of Pompano Beach for the activity, and whom to contact for more information, and the public hearing meeting dates.

## Coordinate with the CDAC

The City of Pompano Beach CDAC actually reviews and ranks each application. Each applicant is permitted an opportunity to discuss their application during a CDAC Public Hearing. During those public hearings, the CDAC receives oral presentations from each applicant, but this is not the ranking session; that session will happen after all presentations are completed.

The CDBG Administrator must coordinate with the members of the CDAC to determine the date(s) for those public hearings. Generally, the CDAC can go through four applicants in a two-hour meeting, and the City has received up to 8 applications on average. Therefore it is a good practice to schedule two public hearings.

## Coordinating Meeting Space for Public Hearings

Public hearings of this type generally take place in the City Commission Chambers next to City Hall, so you will need to reserve the room space for the public hearing dates. In addition, all public hearings and Commission meetings must be announced. The announcement of these meetings is as simple as posting a sign and meeting agenda on the public bulletin boards in City Hall at least 72 hours before the meeting date (see sample meeting announcement attached). The OHUI administrative staff will be glad to help you with posting the announcement and reserving meeting space.

## Coordinate the Publication of the Funding Announcement in Local Media

Always remember: all contact with the media must be done through the Public Information Officer.

The announcement must be published in the local newspaper, in accordance with HUD's Consolidated Plan requirements at 24 CFR 91. It is also a general practice of the City to put the announcement in both English and Spanish. To publish a document in the local Press, simply use the format for newspaper publication and

provide an electronic copy of the announcement to the Public Information Officer with the dates that the announcement should appear. (The South Florida Sun Sentinel is published every day of the week). Keep in mind that you want to publish/broadcast the announcement up until the application due date (i.e., remove the announcement/ad after the applications are due).

To publish the announcement on the City of Pompano Beach web page, create a general MS Word file with an electronic copy of the application and save it on a floppy disk/CD. Provide a brief description of where you want the announcement to appear on the web page (generally on the home page and the OHUI page) and provide the disk/CD to the OHUI Director. After you receive the OHUI Director's approval, contact the Communications Division to coordinate posting on the web page.

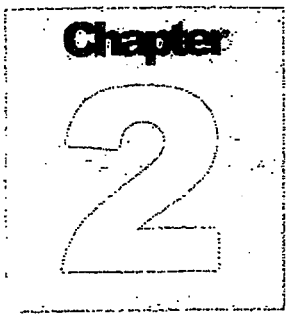
Finally, to publish the announcement on the local Cable Access Channel, create a MS PowerPoint slide with brief information about the grant. Because the space is limited you may only be able to indicate that grants are available and give them the OHUI contact number for more information. After receiving the OHUI Director's approval, provide an electronic copy of document to the Communications Division and indicate the time period that the announcement should be published

It is recommended that the CDBG administrator create a poster than can be displayed on City Hall bulletin boards or to simply use the funding announcement.

## Mailing the Announcement

Publicity for the funding announcement primarily consists of mailing the announcement to all civic associations, Housing Organizations, and previous grantees. Throughout the year, begin introducing yourself to these organizations and researching organizations that provide services to low- and moderate-income persons but have not received grant funding through the City. The OHUI Administrative Staff maintain the mailing list; if you have an organization to add, simply pass the name onto them.

At this point, you have completed a significant amount of work. The next phase is Application Intake and Review.




# Application Review

*This section describes the application review process, with special attention to the CDBG Administrator's role in coordinating with the CDAC*

The Application Review is, by far, one of the CDAC's favorite tasks. It's an opportunity for the Commission members to really get involved and make decisions that impact services for Falls Church families in need. With that said, care should be taken to ensure that the application review process runs smoothly and enables the Commissioners to make clear and fair decisions. The following are the general steps included in the application review stage:

1. OHUI Receives CD Proposals
2. Copy all proposals (ask OHUI Administrative Staff for assistance)
3. CDBG Administrator reviews of all CD proposals for eligibility, national objective compliance
4. Verify that City Commission Chambers is still available for all CD public hearing dates (if you have not reserved this space, reserve it NOW!)
5. Make at least 11 copies of all proposals
6. Distribute copy of all proposals to individual CDAC members (via mail or home delivery). Include information packet described in this section.
7. Notify applicants of the dates they are invited to conduct oral presentations during public hearings. Coordinate with OHUI staff to find a convenient time for applicants to present if OHUI staff members submitted any proposals.
8. Assist the CDAC with conducting the Public Hearings. Distribute copies of the evaluation criteria and scoring to each Commissioner to use to rank each applicant during oral presentations.

9. CDAC reviews and ranks each application at the next formal CDAC meeting. The CDAC should rank and review the forms **before** the meeting and bring them to the meeting. Staff should present staff comments to the CDAC prior to the final CDAC scoring, but only after providing the CDAC an opportunity to provide preliminary comments.

## Application Review Criteria

Application evaluation criteria must be established BEFORE the applications are actually distributed. The application review criteria should accurately reflect the same items that applicants are asked to address in the application. More importantly, the application review format must be easy to follow so that the Commissioners can carry out their task. OHUI will provide the CDAC with an application/proposal review evaluation criteria form. The evaluation criterion reflects the objectives that the City established for housing and community development programs. Any modifications to the form must be reviewed to ensure that the review criteria are consistent with the application/proposal format. Include a summary page in the application that identifies the evaluation criteria that will be used.

## Getting the CDAC ready for Application Reviews

At the beginning of the grant cycle, the CDAC should be advised of the dates that application/proposals will be reviewed (the Public Hearings) and the CDBG Administrator must ensure that the application states those dates and that meeting space is reserved in City Hall to review applications during the public hearings.

### OHUI Review of proposals

Once application/proposals are published and applications are submitted to OHUI, the CDBG Administrator will begin reviewing each application to determine that the proposed activities are eligible under the CDBG or HOME programs; meet one of the three CDBG national objectives; target the correct HOME-income groups, and that the project is consistent with the needs and objectives identified in the City's Consolidated Plan. The CDBG Administrator will also complete an eligibility and national objective checklist for each activity and maintain this checklist for filing in each activity's file.

### Distribution of OHUI-reviewed proposals

If a project meets these criteria, the CDBG Administrator should begin making copies of eligible applications for each of the members of the CDAC and distribute at least two weeks before the Public Hearings. The CDAC information packet should include the dates of the public hearings, the list of applicants that will present on each date, a

copy of the CDBG and HOME info sheet, a copy of the evaluation criteria form, and a summary of the proposals and total funds requested. A copy of this packet should also be provided to the City Managers Office and the NW CRA Advisory Committee.

## Invite Applicants to Present

As soon as you have assembled the CDACs' information packets, send letters to the applicants indicating the date and time of their oral presentation.

## CDAC Public Hearings

The CDAC Public Hearings are an opportunity for the applicants to provide a brief (up to 15 minutes) oral presentation. It is also an opportunity for the Commission to ask questions and for the public to hear about the things proposed for their communities. Note: this is not a public meeting, so the public is not invited to dialogue with the Commission or the presenters during the presentations.

The CDBG Administrator will facilitate this meeting by ensuring that presenters stick agenda and that each Commissionet has a ranking form.

REMEMBER: Do not forget to post a notice regarding the public hearing meeting.

## CDAC Ranking of Proposals

Following the conclusion of all of the public hearings, the Commission's next regularly scheduled meeting is the opportunity to present/make funding recommendations. Encourage the CDAC to rank the proposals BEFORE the meeting and then come to the meeting prepared to discuss them as a group. A copy of the proposal-scoring chart and the overall ranking sheet is attached.

Chapter 3

# Final Funding Cycle Stage

*Recommendations, Manager Briefing, Commission Public Hearing*

This is the near final stage of the CDBG funding process. It is the job of the CDBG Administrator to undertake several activities, as listed below:

1. Prepare summary information about the CDAC's funding recommendations
2. Contact the applicants to advise of CDAC's recommendations and inform them of remaining process.
3. Brief City Manager on staff and CDAC recommendations
4. Develop final staff recommendations (if different than CDAC)
5. Post information about public meeting at Commission Meeting to discuss funding recommendations
6. Write Commission agenda report and present funding recommendations for approval.

The goal of this stage of the process is to inform and approve. There are a lot of tedious, time sensitive steps, so it helps to review the entire chapter right after the CDAC decides the final vote. This chapter will go into detail to describe how to undertake these activities.

## Prepare Summary Information

Based on the CDAC's funding recommendations, the CDBG Administrator will prepare a funding chart, see attached, that indicates how much each applicant requested and how much funding the Commission awarded. An example of a funding chart is attached.

## Contact the applicants

Contact the applicants (in writing) right after the CDAC makes their final funding recommendations. A simple e-mail and phone call or letter is sufficient (see attached). This is also the opportunity to explain that the CDAC recommendations are not the final funding awards; City Commission will ultimately have to approve the funding recommendations and they could choose funding levels that differ from the CDAC or staff's funding recommendations.

Finally, advise applicants that they will have an opportunity to voice their thoughts/concerns about the CDAC recommendations during the City Commission public hearing. During the public hearing, members of the audience who wish to address the Commission must submit a speaking slip. Advise the applicants of such and encourage them to arrive early to get on the speaker's list for public comment regarding the CDBG and HOME funding recommendations.

## Brief the City Manager

As soon as you can, schedule some time with the City Manager to discuss the CDAC's recommendations (and staff recommendations). This is particularly important when the CDAC has decided to not fund an applicant or if the Commission has recommended less funding than requested by a specific applicant. The manager should get a 1-page summary and the Director should follow-up to schedule a meeting. See attached example.

During the Manager's meeting, the Director and CDBG Administrator should be prepared to provide staff recommendations, but be mindful that the manager may have some issues that could affect the Staff recommendations and whether the Commission will be prepared to hear the funding recommendations on the dates specified. (At this point, the director should have advised the Manager to place the item on the Commission Agenda several weeks in advance).

## Brief City Commission about CD applications

The CDBG Administrator should also brief City Commission on the CD applications and the CDAC/Staff's recommendations. It is particularly important during funding years where Staff and/or the Commission recommend that organizations receive less than their funding request. In addition, the briefing provides an opportunity for Commission to learn about the CD process, particularly the funding provisions regarding public service, planning, and administrative activities.

The oral briefing should consist of a summary and comments about each applicant, similar to the summary packet prepared for the CDAC when applications were first

received. The rest of the briefing should clearly describe how the Commission & Staff arrived at their funding decision and the final funding recommendations. The Commission may have several questions and may adjust the funding recommendations, but this is to be expected. It is CRITICAL, though, the CDBG administrator communicate the complexities of the funding and take thorough notes during the work session.

## Post Information about Public Hearing

Consistent with the HUD requirements for Citizen Participation in the Consolidated Plan, public hearing notices must be posted BEFORE the meeting when the funding recommendations are presented, post the notices about the public hearing to discuss the funding recommendations. The funding recommendations are typically presented during the last November or first December meeting of the City Commission, which allows the CDBG Administrator time to submit the recommendations to City of Pompano Beach.

The City Clerk typically posts the public notices for City Commission meetings, so coordinate with her. However, in case the Clerk is not able to do so, be sure to post the notice at least 2 weeks before the actual public hearing date. The public hearing notices should be posted throughout City Hall and published in the South Florida Sun Sentinel News Press. To publish in the Sun Sentinel News Press, you must submit the public notice by Monday of the week you want the Notice published. Posting in the Sun Sentinel News Press should be coordinated with the Communications Division. You can ask the OHUI administrative staff to post the public hearing notice – but remember it must be posted at least 30 days prior to the Commission's public hearing.

## Develop Staff Recommendations

Now that you have had an opportunity to meet with the City Manager, prepare staff recommendations. In the best of situations, it would be great for staff to have the same recommendations as the CDAC, but it is not required. If staff's recommendations differ, be prepared to discuss why during the City Manager briefing and during the Commission public hearing.

## Write Commission agenda report, resolution for approval of CD funding recommendations

In order for Commission to consider an item, the respective City Office/Division must present an agenda report with some background. For the CD process, the agenda report consists of a summary of CDAC and staff recommendations and a chart illustrating how much each applicant requested and received per recommendations. A

copy of this report is included in this chapter as well. The City Clerk will assign an agenda number to the document but the Administrator must contact the Clerk beforehand to request that the item be added to the Commission's agenda. Finally, verify that all the funding recommendation amounts are CORRECT – Commission will not act kindly if the funding amounts don't add up (and they will do the math!)

The preparation of the Commission agenda report must be coordinated with the City Clerk. The CDBG administrator should be sure that the Commission has the item on its agenda by calling the City clerk. Further the City Clerk provides an agenda item number for both the public hearing and funding recommendation resolution. These items will need to be typed onto the agenda report template and the agenda report must be posted to the G:/drive in the **community development** folder so that the City Manager can approve the items before it goes to Commission

During the City Commission Meeting, the CDAC Chair will present some overview comments, and the CDBG Administrator will go through, generally, the funding recommendations. The CDBG Administrator should prepare some comments for the CDAC, though the Chair can add to those comments. A sample copy of the Chair's comments is included in this section.

In addition to preparing the Commission's agenda report, the CDBG Administrator must prepare the formal resolution whereby Commission authorizes the City to use the CDBG, HOME Investment Partnership funds.

## Presentation before City Commission

The CDBG administrator's presentation before City Commission should be brief. An example of the CDBG administrator's comments is included in this chapter, but these comments are merely an example. It is important that the CDBG administrator is prepared and invite the Commission to ask questions once the presentation is over. As a reminder, the Administrator must first ask Commission to allow for public hearing and the, after the public hearing, request that the Commission approve the funding recommendation resolution.

During the public hearing, the applicants and the public will have an opportunity to comment on the CDAC and Staff's funding recommendations. It is IMPORTANT that the administrator remind the applicants of the process for public comments at least one week before the public hearing. The Commission's public hearing process for receiving public comments: each applicant must fill out a speaker's slip and submit it to the City Clerk before the City Commission officially starts the meeting.

## Commission Vote on Resolution

If all goes well, Commission will accept the funding recommendations from the CDAC and Staff and pass the resolution on the night of the public hearing. If this is the case, congratulations! Be sure to get a final, signed copy of the resolution for OHUI' records and for your files.

If, however, Commission does not approve the funding during the Commission meeting, don't fret. The item will likely be moved to work session to allow more time for Commission to consider funding recommendations and to seek further clarification on the CD funding process.

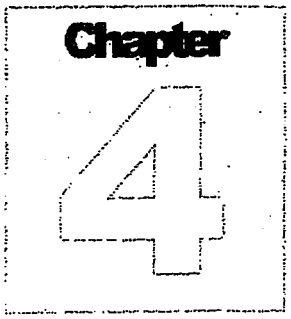
It is important to bring various reference materials to the Commission work session and to invite the applicants to the Work Session but applicants must be informed that they will not be allowed to comment during work session). Items that the CDBG Administrator should bring include: copies of the CDBG regulations, copies of the proposals submitted, copies of the past year's performance reports, summary of previous year's CD funding awards.

## Notify the Applicants about Final Funding Recommendations

After the Commission has voted on the CD funding recommendations, send a commitment letter to each of the applicants acknowledging that the funding cycle is complete and indicate their final award amount.

As the beginning of the new grant year approaches, the CDBG administrator should send out a copy of the subrecipient agreement, performance reports, and other materials that will give grantees a better understanding of their responsibilities under the grant program.

The following chapters will get into further detail concerning subrecipient or "performance reports."




# Environmental Reviews

*This chapter provides guidance on conducting an environmental review and assessment for CDBG-funded activities. It is important to document all steps of the environmental review process.*

The Community Development Block Grant program is covered by three sets of Federal laws to help protect the environment where Federal funds will be spent, to help protect beneficiaries from environmental hazards, and to preserve federal resources by not funding projects located near dangers, such as flood plains.

For each CDBG-funded project, the CDBG Administrator must conduct an environmental analysis. Generally, the environmental review process involves the following steps):

1. General Overview. Take notes on the overall project that includes information on project location, funding type, persons affected, general environmental conditions etc.

2. Environmental Assessment. Determine if the project is subject to the National Environmental Policy Act (NEPA) of 1969. To do this, go through the list at 24 CFR 58.34 and 24 CFR 58.35 (see the back of this chapter for the excerpts from these section of the Code of Federal Regulations) to see if the activity/project is listed as exempt or excluded from these regulations. If the project is not exempt or excluded, the activity will have to meet the NEPA requirements and an Environmental Impact Statement (EIS) must be completed. ALL CDBG projects other than those exempt or categorically excluded must be approved based on NEPA requirements.

3. Determine Impacts. Next, determine if the project is subject to the other Federal statutory or HUD regulatory requirements. ALL projects that are not exempt must adhere to the other statutory and regulatory requirements.

*It is a good idea to have the Environmental Review Record Checklist, located in the back of this chapter,* handy as you are reading this.

4. Document impacts (if applicable).

To help simplify the process, use the Environmental Review Record (ERR) Checklist included in this chapter to determine what steps to take for specific projects. A copy of the Environmental Review Record Checklist and the appropriate info sheet should be included in each CDBG-funded activity's file. The Environmental Review must be conducted BEFORE a project is funded, ideally at the end of May or beginning of June.

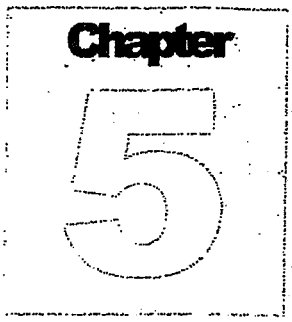
## Environmental Reviews

There are three types of environmental reviews and the type of environmental review depends on the type of project. The three environmental reviews are as follows:

1. Categorically Excluded Projects: A quick review that does not include the NEPA requirements. These projects consist solely of activities that are listed at 24 CFR 58.35.

2. Environmental Assessments: An assessment is conducted to determine whether a project that is not categorically excluded from NEPA will or will not have a significant impact on the environment.

3. Environmental Impact Statements: This is a more intense review of a project that is subject to the NEAP requirements, the Commission on Environmental Quality Regulations, and the Environmental Impact Statement (EIS). It is a good idea to consult with HUD before attempting an EIS. See 24 CFR 58, Subpart F for general information about the EIS. The instructions for conducting an EIS are included in the back of this chapter and labeled as 24 CFR 58 Subpart H. The activities for which an EIS are required are listed at 24 CFR 58.37 and included in the back of this chapter.




# Accessibility Reviews

*The accessibility review is to ensure that the project/ activity site will be accessible for persons with disabilities. This chapter provides instruction on how to conduct the accessibility review and how to encourage accessibility.*

Projects that utilize federal funds (such as CDBG and HOME) are required to ensure that the activities and project site are compliant with the Americans with Disabilities Act and that the provision of services is accessible to persons with disabilities. It is important to note that disabilities do not refer just to those who have physical limitations and must use a wheelchair; it includes persons who are blind, mentally-disabled, people with broken legs and persons who can only walk short distances.

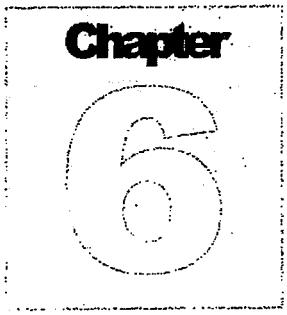
## How to Conduct an Accessibility Review

The accessibility review is conducted by the CDBG administrator and consists of a site visit to the project site for each of the CDBG grantees. The Accessibility Checklist (see attachment at end of chapter) provides specific questions that ask about the entrance, restrooms, parking, and promotional material for each project/activity. The review takes about 30 minutes.

The Accessibility checklist is the minimum requirement for accessibility that a grantee is expected to meet before the City provides funding. However, the CDBG administrator may wish to speak with the City's ADA coordinator to talk about other items that may help improve accessibility for the clients.

## When to conduct the review

Be sure to coordinate with each grantee to determine a convenient time to conduct the review, but the review MUST occur before a grantee begins to receive funding. After the review is completed, file a copy of the accessibility review in the grantee's project file folder.




# Subrecipients

*This chapter describes the grants management process when the City provides CDBG funds to various organizations, including City-operated activities.*

## Subrecipient Agreements

After the applicants have been notified that they will receive CDBG, or HOME it is important to follow-up the award letter with a formal contract or "subrecipient agreement." The purpose of the subrecipient agreement is to notify each applicant of their responsibilities and the specific terms of using CDBG funds for the activity.

The subrecipient agreement is also important for ensuring that the subrecipient understands their responsibilities, which is why each organization that receives funding must sign a subrecipient agreement. A sample subrecipient agreement is included in this chapter. It is also important that the CD administrator provide grantees with a sample client intake form that describes the demographic information that the grantees/subrecipients must collect from all clients. A sample client intake form is included in this chapter.

Subrecipient agreements should be mailed out at the beginning of June to allow enough time for the subrecipients to receive, review, and return a signed copy to the CDBG administrator. A signed copy of the subrecipient agreement must be included in the subrecipient's file.

## Subrecipient Reports

In addition to the subrecipient agreement, the CDBG administrator will send a copy of the performance report with the contract. The performance report describes the activities the grantee will undertake and for which the grantee will be evaluated; the subrecipient agreement spells out the grantee's general activities. The subrecipient quarterly report will be sent to each subrecipient at least 30 days before the beginning of the fiscal year (see attached letter).

Each subrecipient is required to submit a quarterly "performance" report that identifies the accomplishments for that quarter. The quarterly reports must be submitted to the CDBG administrator. Per the contract agreement, each subrecipient must submit a quarterly report prior to the release of funds. The dates that the subrecipient reports are due are generally, October 15, January 15, April 15, and June 5th. (The June report is due earlier so that the City can close out the books for the fiscal year).

Subrecipient reports reflect the performance information that Arlington County (the City's CDBG pass-through agency) requires and data that the City collects. A sample subrecipient report is included in this section, but the report may be modified. The performance indicators in the subrecipient report are based on the goals and estimated number of beneficiaries identified in the subrecipient's application.

Once all the subrecipient reports have been received, the performance data should be consolidated into the summary format and submitted before the established deadlines. (Typically, the quarterly reports are due two weeks after the end of each quarter).

There are two important policies that stand for performance reports, and these items are reiterated in each of the subrecipients' contracts:

**Performance reports are due no later than each quarter of the fiscal year, and reimbursements will be provided ONLY after a quarterly performance report has been received and reviewed by OHUI staff**

Provide the grantees with an electronic copy of the report to simplify their submission.

## Receipt of Performance Report

When a quarterly report is received, the CDBG administrator will review it for progress towards meeting the overall goal. If performance measures are not met or if the information is the same for every quarter, follow-up with the subrecipient to provide technical assistance or to provide technical assistance. The CDBG Administrator should sign the report as a documentation of approval and file it in the subrecipient's CDBG file folder.

Following the receipt of the Performance Report, begin the process for reviewing the reimbursement request, as discussed in the next chapter.

The following chapters will also discuss the ongoing responsibilities of maintaining a relationship with subrecipients, including monitoring, correspondence, and funds management.

# Monitoring Subrecipients

*Overview*

All grantees receiving Community Development Block Grant (CDBG) (as well as HOME Investment Partnerships (HOME) are monitored in accordance with federal regulations for each program. Monitoring procedures include submission of quarterly performance reports by each agency that details the services provided, the demographic characteristics of individuals served, the number of persons served and the goal reached/accomplished. As a general rule, all persons served with CDBG and HOME funds must be income eligible and residents of the City of Pompano Beach. Agencies are required to maintain income and residency documentation for each client served, with the exception of agencies that provide services to groups that HUD presumes are income-eligible (e.g., elderly, severely disabled adults, etc.).

CDBG (and HOME) grant recipients are reimbursed for expenses incurred on a quarterly basis. Grantees may submit reimbursement requests prior to the end of the quarter if an interim performance report is received). Reimbursements are made only for line items contained in the budget of the contract between the agency and the City.

Beginning with the Fiscal Year 2006 grantees, the City has established a monitoring policy whereby grantees will also be monitored on-site at least once during each fiscal year the organization receives the grant. At that time, the City will review client files to confirm residency and income eligibility, and review the agency's performance with respect to the services identified in the contract.

The purpose of monitoring is to ensure that CDBG regulations are being followed. If any potential problems are noticed, it is the CD administrator's responsibility to provide corrective actions. The key thing to remember is that monitoring is not a one-time process and should be used as an opportunity to provide technical assistance – the CDBG Administrator should maintain regularly contact with each grantee and have a thorough understanding of each project. In addition, the Administrator should be reviewing the quarterly reports to determine the organization's progress in carrying out the CDBG activities. Keep in mind that organizations with the highest risk (new grantees, grantees with previous performance deficiencies, and grantees undertaking large projects) should be monitored first and more frequent.

EQUIPMENT/FIXED ASSESTS REVIEW

**Real Property**

For *grantees,* the use of real property is governed by 24 CFR 570.505. For real property acquired or improved in whole or in part with CDBG funds in excess of $25,000, the grantee cannot change the use or planned use of the property (including the beneficiaries of such use) without first providing affected citizens notice and opportunity to comment, and determining that either:

a) The contemplated new use meets one of the National Objectives and is not a building for the general conduct of government.
b) The contemplated new use is deemed appropriate (after consultation with affected citizens) but will not meet a National Objective. In this latter case, the grantee must reimburse the CDBG program in the amount of the current fair market value of the property, less the value attributable to the non-CDBG portion of the acquisition or improvements.

*The Subrecipient* Agreement must be **explicit** about the use of any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $ 25,000. For such instances, **24 CFR 570.503(b)(7)** mandates that such real property either:

- Must be used by the subrecipient to continue to meet one of the CDBG program's National Objectives **for at least 5 years after the expiration of the Subrecipient Agreement** (or a longer time as specified by the grantee in the Subrecipient Agreement); or
- If a National Objective is not met during this time period, the grantee must be **reimbursed for the current fair market value,** less any portion of the value attributable to non-CDBG funds.

Personal Property — Equipment

For **governmental subrecipients** (24 CFR 85.32):

- **Title:** Title to equipment acquired with CDBG funds is vested in the subrecipient, subject to the conditions described in the following section.
- **Use:** Equipment purchased with CDBG funds or other forms of Federal assistance must be used by the subrecipient in the program or project for which it was acquired, and **as long as needed, whether or not the program or project continues to be supported by Federal funds.**
    - When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.
    - The subrecipient also must make the acquired equipment **available for use on other projects or programs** currently or

previously supported by the Federal Government **provided that such use will not interfere with the work on the project or program for which the equipment was originally acquired.**

- A subrecipient is **prohibited** from using CDBG-acquired equipment **to provide services for a fee to compete unfairly** with private companies that provide equivalent services unless specifically authorized by Federal statute.
- With the approval of the grantee, equipment acquired with CDBG funds may be used as **a trade-in on replacement property.**

- **Management requirements:** For equipment (including replacement equipment) acquired in whole or in part with CDBG funds, the subrecipient must have procedures and control systems in place to:
  - Keep **adequate equipment records,** which must include information on:
    - Property description.
    - Identification.
    - Funding source (grant number).
    - Title holder.
    - Acquisition date and cost.
    - Federal share of cost.
    - Location, use, and condition.
    - Unit acquisition cost.
    - Disposition data.
  - **Conduct a physical inventory** of the property no less often than every 2 years, with a reconciliation of the inventory results with the equipment records.
    - Ensure adequate **safeguards for preventing loss, damage, or theft** of property.
    - Maintain the equipment in **good condition.**

- **Disposition:** When original or replacement equipment acquired with CDBG funds is no longer needed for the original project or program or for other activities currently or previously assisted with Federal funds, the following rules of disposition will apply **to governmental subrecipients:**

1) Equipment with **a current per-unit fair market value of less than $5,000** may be retained, sold, or otherwise disposed of by the subrecipient *after notice to the grantee*, subject to the conditions in 3) in the following section.
2) Equipment with **a current per-unit fair market value of $5,000 or more** may *after notice to the grantee* be retained or sold by the subrecipient with the grantee having the right to compensation in an amount equal to multiplying the current fair market value *or* the proceeds from sale by the Federal share (percentage) in the original acquisition price of the equipment.
3) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (24 CFR 85.32(g)).

In addition, per 24 CFR 570.502(a)(8), in all cases when equipment purchased with CDBG funds is sold, the net proceeds are considered **program income.**

For **non-profit subrecipients** (24 CFR 84.34):

- **Title:** Title to personal property acquired with CDBG funds is vested with the subrecipient, subject to the following conditions:
  1) **In all cases** in which personal property is no longer needed by the subrecipient for CDBG activities, it must be transferred to the grantee for the CDBG program or can be retained by the subrecipient after compensation to the grantee (per 24 CFR 570.502(b)(3)(vi)(B)).
  2) The grantee may reserve **the right to transfer title of the equipment** to the Federal Government or a third party (84.34(g)(4)).
  3) In all cases in which personal property is sold, the proceeds will be considered **program income** (24 CFR 570.502(b)(3)(vi)(A)).

**Personal Property — Supplies**
For **governmental subrecipients** (24 CFR 85.33):

- Upon termination of the subrecipient's agreement with or award from the grantee, **if there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value, and if such supplies are not needed for any other Federally sponsored programs or project,** the subrecipient must compensate the grantee for the share of such supplies which were acquired with CDBG funds.

For **non-profit subrecipients,** the requirements of 24 CFR 84.35 apply; that is,

- The residual inventory of unused supplies exceeding $5,000 not needed by the subrecipient for CDBG activities must be transferred to the grantee for the CDBG program or can be retained after compensating the grantee.
- **In all cases** in which the residual inventory of supplies is sold, the proceeds are considered **program income.**

**Personal Property — Copyrights**
For **governmental subrecipients** (24 CFR 85.34) and for **non-profit subrecipients** (84.36):

- The Federal Government **reserves a royalty-free, nonexclusive, and irrevocable license** to reproduce, publish, or otherwise use and to authorize others to use, for Federal Government purposes:
  - The copyright to any work developed with CDBG funds.

The next few pages provide specific instructions on how to conduct a monitoring review.

# Monitoring Instructions

**Notify.** Call each grantee at least 60 days prior to the desired monitoring date and inform them that you will be visiting their organization to review their grant performance. (See sample letter). Following the call, immediately send a formal letter that confirms the date of the review, the scope of the monitoring, and what information will be needed, and which of the grantee's staff members should be available for the monitoring.

**Entrance Conference.** At the beginning of the monitoring visit, hold a brief meeting with the executive director or other top leadership to be sure the subrecipient has a clear understanding of the purpose, scope, and schedule for the monitoring.

**Documentation, Data Gathering, and Analysis.** Take copious notes during the monitoring visit and be sure the notes clearly identify the information reviewed and conversations had during the monitoring. Use the attached checklist (I:\cdbggrantyr 2006\Monitoring\CDBG Program Monitoring Checklist.doc) and pull out the sections that are specific to the activity you are monitoring. The information you collect is the basis for conclusions drawn from the visit.

**Exit Conference.** At the end of the monitoring visit, the Administrator should meet again with the key representatives of the grantee's organization to present preliminary results from the monitoring and offer the grantee an opportunity to provide any additional information or clarification.

**Follow-up Letter.** After the monitoring visit, the CDBG Administrator will provide the subrecipient with a formal written notification of the results of the monitoring review. The purpose of the letter is to recognize both success and areas for improvement. The letter is a permanent written record of what was found during the review. Most importantly, the letter should outline concerns and findings as well as deadlines for a written response and corrective actions.

**Final Follow-up.** The CDBG administrator should follow-up with the subrecipients to be sure that corrective actions and other steps were taken to improve performance. The follow-up should happen after the deadline stated for each finding. An on-site follow-up visit is not mandatory, but may be appropriate if the finding related to the grantee's day-to-day operations. Write one last "closing letter" to let them know you are satisfied with their progress.

Remember this strategy:

Communicate with subrecipients to see "how they are doing" in a friendly way

Conduct the monitoring visit as described above

Identify areas of success and areas that need improvement

Follow-up to see that steps were taken to improve

## Intervention and Sanctions

During your monitoring visit, you may find that the grantee has areas where they should improve or where the grantee has failed to comply with the terms of the grant or contract. In such cases, implement the following actions:

Stage 1: Early Intervention

Plan an "improvement strategy" with the grantee that includes additional training or technical assistance;

Require more frequent or more thorough reporting by the subrecipient; or

Conduct more frequent monitoring review of the subrecipient

**Stage 2: Intervention for More Serious or Persistent Problems**

Restrict the subrecipient's payment requests;

Disallow subrecipient expenses; or

Impose probationary status

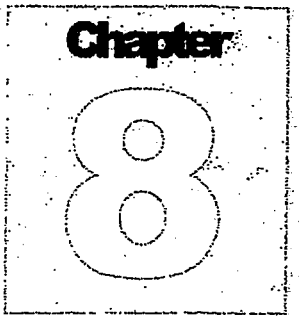
**Stage 3: Sanctions**

Temporarily suspend the subrecipient from the CDBG program

Do not renew the subrecipient the next program year;

Terminate the subrecipient's activity for the current program year; or

Initiate legal action




# Fund Management

*This chapter describes the general steps to managing CDBG and HOME funds. It is important to remember that each grant must be separately tracked and that each grantee's budget must be accurate.*

The CDBG Administrator is responsible for monitoring the budget of the CDBG program as well as the Section 8 Administrative Fee budget and the HOME program budget. Funds management involves the following:

- Processing reimbursement requests from subrecipients;
- Ensuring that funds are disbursed in a timely manner;
- Closing out the CDBG budget books at the end of the fiscal year; including closing out files for those organizations that did not draw CDBG funds within their two-year timeframe; and,
- Identifying funds that will be carried over into the next fiscal year (if applicable);
- Projecting budget needs and resources for the next year.

## Budget Files

Luckily the budget process is fairly simple; the key part is keeping accurate data about the budget for EACH activity and EACH grant program. This chapter includes a spreadsheet model currently used for the CDBG program budget. As a reminder, no funds should be disbursed unless the subrecipient has provided the proper reimbursement documentation and only after the environmental review is completed.

In it's simplest format, you need to include the following information in your CDBG budget files:

Name of Activity

Amount of Grant

Amount of Grant Expended

Remaining Grant Balance

Performance Report

Date of Reimbursement

It is a good practice for the Administrator to set up a master CDBG budget spreadsheet and then link that spreadsheet with an individual budget spreadsheet for each CDBG activity. An example is provided at the end of this chapter.

It is important to monitor this information so that the reimbursement request will be accurate. The City generally submits a reimbursement request to Arlington on a quarterly basis as well and submits the reimbursement request with a summary performance report.

Similar to a bank, the Administrator should also send periodic "balance statements" to each subrecipient advising them of the funds they have remaining in their "CDBG/ /HOME" account.

Finally, each grantee's file should have accurate budget information, including a copy of the award letter, a tally of the funds spent and funds remaining, and a final closeout statement indicating whether any funds are remaining.

## Grant Closeout

At the end of the fiscal year, the CDBG Administrator must go through each grantee's budget and indicate whether all funds were drawn; whether funds will be carried over into the next year; or whether the activity did not draw funds and will not be carried over into the next year. A simple way to track this information is to use a spreadsheet that links the ending balance of the current fiscal year with the beginning balance of the upcoming fiscal year for each activity and for the City's overall CDBG program.

The administrator should send a formal letter to those grantees that did not draw their full grant amount within the fiscal year. The letter should clearly state the remaining balance and remind them that the funds must be spent before the end of the upcoming fiscal year. As a reminder, grantees can carry over funds that were unspent for one fiscal year; after two fiscal years have ended, the City must reprogram those funds for another activity. If a grantee has not drawn 75% of their grant by the end of the 3rd quarter, the grantee should be contacted to discuss whether they will carry out

the activity in the next fiscal year. A formal letter should also be sent acknowledging the outcome of the conversation.

## Subrecipient Request for Payment

The City's CDBG program operates on an invoice payment system that is supported by eligible activity verification and support documentation. Under this payment policy, the City must ensure that the funds were spent for activities that were eligible, met a CDBG national objective, and complied with the terms of the subrecipient agreement.

It is critical that the subrecipient submit the invoice payment request in the correct format. The request should consist of the following items, as identified in the subrecipients' agreement:

- A cover letter describing the request, amount, and what services were provided
- An invoice on the subrecipient's letterhead with a detailed description of the services provided, their costs, and the quantity of the services for just the CDBG funds
- An invoice from the third party organization (if the subrecipient is contracting with an organization to provide services to the subrecipient).

Failure to provide any of the three items above means that OHUI will not pay the subrecipient invoice. If this happens, OHUI should contact the subrecipient via telephone and via mail to advise them that the request cannot be processed and state the reason for the denial of the reimbursement request.

The CDBG administrator should also review the reimbursement requests to ensure that the services and costs that are listed on the invoice request are the same services and costs that the applicant identified in their application. Most importantly, the CDBG administrator should verify that the costs are eligible and allowable under the Federal Office of Management and Budget's financial Circulars.

If the subrecipient has included all of the required information, a copy of the reimbursement request should be placed in the subrecipient's file and the CDBG Administrator should advise the OHUI administrative staff to make a formal check request to the City's Finance Department to reimburse the subrecipient.

The CDBG Administrator should also input this information into the CDBG budget worksheets indicating the amount requested, the date of the request, the receipt of the performance report and the amount reimbursed. REMEMBER: Always file the reimbursement request and performance report in the subrecipient's folder.

# Record keeping

*The essential part of ensuring that grantees are carrying out the activities they received funds for and that the CDBG administrator is ensuring that the City manages its CDBG program effectively. File documentation is the most important demonstration of compliance. This chapter describes what records should be kept for various activities.*

## CDBG Administration Records

The CDBG administrator must ensure that the following items are included in the CDBG folder for any fiscal year. Several of these documents were discussed in the preceding chapters.

- Citizen Participation: Notices announcing the availability of CDBG funds; notices announcing the public hearing for the CDBG proposals; notices announcing the City Commission public hearing to vote on the CDAC's CDBG recommendations; flyers/announcements of outreach events regarding the CDBG funding process; sign-in sheets from public meetings of persons who attended (not mandatory); citizen complaints or general correspondence from citizens about the CDBG program.

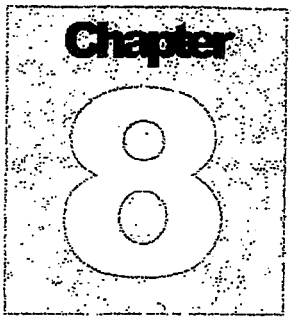
- Application Materials: Copies of the application proposals and application packet. Copies of proposals (both funded and not funded).

- CDAC/Commission CDBG Documents: Maintain copies of the final CDAC CDBG recommendations, any CDAC ranking sheets; and Commission resolutions accepting approval of the CDAC's CDBG recommendations.

- Budget Materials: Items identifying the approved CDBG budget, the CDBG beginning budget, and the final CDBG expenditures for that program year. (Reference Fund Management chapter)

## Activity Records

In addition to maintaining documents relating to general administration of the CDBG program, there should be a file for each activity. The activity file should have the following documents:




- Proposal
- Correspondence
- Subrecipient Agreement
- Eligibility and National Objective Checklist
- Accessibility Checklist
- Quarterly Performance Reports
- Reimbursement Request and Balance Sheet
- Environmental Review Worksheets

## Activity Specific Documentation

Believe it or not, the CDBG program is really fifty-percent documentation and fifty-percent implementation. As part of the CDBG requirements spelled out in the CDBG regulations at 570.506, there are certain documents that each CDBG-eligible activity must have. Those documents are described below and are sorted by CDBG national objective, and then by CDBG activity type. Thus, each activity should have documentation that it meets a CDBG national objective and is eligible under the CDBG program.

It is important to note that for activities that are operated by a subrecipient, the CDBG Administrator should advise the subrecipient that documentation must be in the subrecipient's files. The items listed below should be inserted in the OHUI CDBG file after a monitoring visit or at the close of the program year. However, if the number of clients/households/families in the subrecipient's client files is large; make copies of 25% of their client files in the OHUI CDBG project/activity file.

## CDBG National Objective Documentation

There are three primary national objectives: low- and moderate-income benefit; meets urgent community development needs, or elimination or slums or blight. The required documentation for each of these national objectives is described below:

Low & Moderate Income Benefit: *Limited Clientele* National Objective must have documentation that demonstrates the following:

- Activity serves one of the following groups:

- Activity is limited to a segment of the population presumed to be low- and moderate-income by HUD (see 24 CFR 570.208(a)(2)) and 570.506(b)(3)), or
- At least 51% of the beneficiaries are members of a low- and moderate-income family, or
- Based on the nature and location of the activity, at least 51% of the beneficiaries are low- and moderate-income.

- Correct CDBG income limits were used to check income of the beneficiaries

Low & Moderate Income Benefit: *Housing* National Objective must have documentation that demonstrates the following:

- Buildings that are not yet occupied/vacant land acquired for housing should have the following documentation:
  - Written agreement with landlord/developer receiving CDBG assistance indicating the total number of dwelling units in each structure and the total number that will be occupied by low/mod persons
  - Files noting that all occupants of a single-family home will be low- and moderate-income; for multifamily family properties, that at least 51% of the units will be occupied by low and moderate-income households.
  - If less than 51% low/mod for a multifamily property, documentation that the total CDBG contribution is equal to the proportion of units that are low/mod.
- Buildings that are occupied should have all of the above, plus the following documentation:
  - For rental properties, the rents charged to low- and moderate-income households;
  - Copy of the affordable rents policy;
  - CDBG income limits used

Low & Moderate Income Benefit: *Job Creation/Job Retention National* Objective must have documentation that demonstrates the following:

For each assisted business, the subrecipient file should have the following items:

- Evidence that part-time jobs were computed on a full-time equivalent basis
- Evidence that temporary jobs were excluded from the jobs

For job creation activities, the subrecipient file should have the following documentation:

- Written agreement between the City and the subrecipient and business that at least low- and moderate-income persons will hold 51% of the (full-time equivalent basis) jobs. The agreement should list job title of the permanent jobs to be created and identifying which are part-time, if any.
- Evidence of all the jobs created that will result from the CDBG-activity have been created (as in there will be no more hires because all positions filled)
- The total number of jobs that were actually created
- Number of jobs created taken by low/mod persons
- At least 51% of the jobs have been taken by low/mod persons
- Number of jobs created claimed to have been made available to low/mod persons but not taken by low/mod persons
- Evidence that the number of jobs taken by low/mod persons plus the number of jobs available to low/mod persons resulted in at least 51% of the total jobs created being taken by or available to low/mod persons
- Evidence that jobs were made available to low/mod persons (e.g., that first consideration was given to low/mod persons or special recruitment efforts directed to low/mod persons).
- For jobs made available, the agreement between the City/subrecipient and the business should note the job title of the permanent jobs to be created; whether those jobs are part-time; whether those jobs require special skills or education and that the business will provide training opportunities;
- If special skills for the job were required, evidence that the business offered training opportunities;
- Evidence that the City/subrecipient or the business has a means to track the number of jobs created and held by low/mod persons; and,
- Evidence that the incomes of persons said to have been low/mod beneficiaries.

For job retention activities, the subrecipient's files should have the following documentation:

- When CDBG assistance was first provided to the project.
- Evidence from the business that shows that jobs would have been lost without the CDBG assistance.
- Number of jobs retained.
- Number of jobs retained held by low/mod persons at the time CDBG assistance was provided.
- Evidence that at least 51% of the jobs retained were held by low/mod persons.
- Whether there was job turnover required to meet the 51% requirement (if no job turnover required, jobs requirement not met).
- If it has been at least 2 years since CDBG assistance was provided, the number of jobs retained that have turned over and been taken by low/mod persons; Number of retained jobs claimed as benefiting low/mod persons because they were made available to such persons at the time the job turned over.

(Note: there is no discussion in this chapter on documenting low and moderate-income benefit on an area basis because there are currently no census tracts or block groups that meet the definition of low- and moderate-income. Also this guide does not have information on urgent need nor slum & blight national objective documentation because the City has not had any projects that have met the requirements for these national objectives.)

## Eligible Activity Documentation

While there is no specific eligible activity record-keeping checklist, it is important to be sure that the activity is actually eligible and each activity file has an accurate description of the activity, the beneficiaries, the location of the activity, and the scope of work/services provided.

## Other Federal Requirements Documentation

There are several other miscellaneous requirements that must be adhered to, such as compliance with Fair Labor Standards, Section 3 Hiring Opportunities for Low & Moderate-income persons, procurement standards, and contract standards. The Arlington County Department, which monitors the City's CDBG program, provides documentation on what guidance they seek in compliance with these items. Refer to the "General Standards and Guidelines for Subrecipients," included at the end of this chapter for a list of the reporting and record-keeping requirements.

## Grant Closeout

At the end of the fiscal year, be sure to inset a sheet in the file that summarizes the status of the activity (i.e., activity completed, activity not completed, activity did not draw down funds, etc.). Also, be sure that the balance sheet for each activity reflects the correct amount of funds actually drawn. Finally, insert a final a balance sheet for all activities in the general CDBG file for that fiscal year, as noted in the last attachment of this chapter.

# Notes

# CITY OF POMPANO BEACH, FLORIDA
# COMMUNITY DEVELOPMENT BLOCK GRANT
# PUBLIC SERVICE PROGRAMS AGREEMENT

**THIS AGREEMENT** (hereinafter the "Agreement") is entered into this **1st day of October, 2010**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and _____, **Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

**FUNDING SOURCE:** **Community Development Block Grant Funds**
**AMOUNT:** _____
**TERM OF THE AGREEMENT:** _____
**IDIS NUMBER (to be completed by the City):** _____
**DUNS NUMBER:** _____

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

## ARTICLE I
## EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

| | |
|---|---|
| Exhibit A | Resolution Authorizing Execution of this Agreement |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570 — Title I of the Housing and Community Development Act of 1974, as amended.

| | |
|---|---|
| Agreement Records: | Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys. |
| CDBG Program: | Community Development Block Grant Program. |
| CDBG Requirements: | The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida. |
| Department: | The City of Pompano Beach Office of Housing and Urban Improvement. |
| Federal Award: | Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement. |
| Low-and-Moderate Income Person: | A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD. |
| U.S. HUD or HUD: | The United States Department of Housing and Urban Development. |

## ARTICLE II

## BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY'S execution of this Agreement:

2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:

2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.

2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.

2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.

2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).

2.4 A list of key staff persons (with their titles) who will carry out the Work Program.

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.

2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.

2.9 A letter accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State, Local and federally recognized Indian Tribal Governments;" OMB Circular No. A-110, Attachments "A" (Cash

Depositories), "B" (Bonding and Insurance), "C" (Retention and Custodial Requirements for Records), "F" (Standards for Financial Management Systems), "H" (Monitoring and Reporting Progress Performance), "N" (Property Management Standards), and "O" (Procurement Standards); OMB Circular Nos. A-122 and A-21: "Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions," as modified by 24 CFR Section 570.502(a)(b); "Applicability of Uniform Administrative Requirements" of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

(i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

## ARTICLE III

## TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on **October 1, 2011 and end on September 30, 2012**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing,

giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

## ARTICLE IV

## CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article.

4.2.1 SUBRECEPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECEPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECEPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum

amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: $1,000,000 Each Accident $ 1,000,000 Disease -Policy Limit $1,000,000 Disease -Each Employee

4.2.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000 General Aggregate $ 1,000,000 Products/Completed Operations Aggregate

$ 1,000,000 Personal and Advertising Injury

$ 1,000,000 Each Occurrence

4.2.4 Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.2.5 Professional Liability Insurance

Such insurance shall be on a form acceptable to CITY and shall cover SUBRECEPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the

coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000 Each Claim/Annual Aggregate

4.2.6 The insurance provided by SUBRECEPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECEPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECEPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECEPIENT shall relieve SUBRECEPIENT from responsibility to provide insurance as required by this Agreement.

4.2.8 SUBRECEPIENT Failure to Obtain, Pay For, or Maintain Insurance

4.2.9 SUBRECEPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

4.2.10 SUBRECEPIENT'S failure to obtain, pays for, or maintain any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECEPIENT or SUBRECEPIENTs, without CITY'S incurring any liability to SUBRECEPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.5 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

## ARTICLE V

## AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends $500,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.

d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than $500,000 in the fiscal year it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

## ARTICLE VI

## RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.

(ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:

(a) The boundaries of the service area;

(b) The income characteristics of families and unrelated individuals in the service area; and

(c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

(iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

(a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or

(b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or

(c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

(i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any

inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

## ARTICLE VII

## OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations nor the CITY's responsibility for initiating the review process under Executive Order 12372.

## ARTICLE VIII

## PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b)(7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

## ARTICLE IX

## REMEDIES, SUSPENSION, TERMINATION

9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not

in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.

9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.

9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.

9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.

9.1.5 Take all such other remedies that may be legally available.

9.2 SUSPENSION:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

(i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;

(ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;

(iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or

(iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of

delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion, that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

## ARTICLE X

## MISCELLANEOUS PROVISIONS

10.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

10.7.1 SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with CITY except as permitted pursuant to this Agreement. SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of SUBRECIPIENT or its employees, must be disclosed in writing to the CITY.

SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest.

This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD.

In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110

10.8 HATCH ACT. The Subrecepient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.10 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other

as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.11 GENERAL CONDITIONS.

10.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH
Miriam Carrillo, Interim Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

10.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not

attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required under this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

"**SUBRECIPIENT**"

**a Florida not-for-profit corporation**

Witnesses:

_____

_____
Printed Name

_____

_____
Printed Name

By: _____
Signature

_____
Name Printed, Typed or Stamped

Title: _____

(SEAL)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by _____, as _____ of _____, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ _____(type of identification) as identification.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

**STATE OF FLORIDA**

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

# EXHIBIT C

## COMPENSATION AND BUDGET SUMMARY

### Agency Name

A. **All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for the _____ _____for the funding period beginning October 1, 2010 through September 30, 2011 is as follows:**

| Program Budget Summary | | | |
|---|---|---|---|
| | | | **Total Amount Budgeted** |
| | | | |
| | | | |
| **Subtotal** (add previous two rows) | **$308,925** | **$146,260** | **$501,629** |

| | |
|---|---|
| Data Collection and Evaluation | $37,602 |
| Administration (1% of allocation) | $5,676 |
| **Total Amount Budgeted[4]** | **$544,907** |

The City shall pay _____ (hereinafter referred to as the "SUBRECIPIENT,") as maximum compensation for the services required pursuant to this Agreement the sum of $0.00.

B. During the term hereof and for a period of one (1) years following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.

C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

_____ _____

Name and Title Date

# EXHIBIT D

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

### CERTIFICATION REGARDING LOBBYING
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language 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 sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

_____

SUB-RECIPIENT

_____

PRINT NAME OF CERTIFYING OFFICIAL

_____

SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per QMB).

# EXHIBIT E

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (PRIMARY COVERED TRANSACTIONS FORM)

1. The Sub-Recipient certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

_____

SUB-RECIPIENT

_____

PRINT NAME OF CERTIFYING OFFICIAL

_____ _____

SIGNATURE OF CERTIFYING OFFICIAL DATE

# EXHIBIT F

## CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

## SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to _____

   By _____

   _____
   (print this individual's name and title)

   _____

   for _____

   _____
   (print name of entity submitting statements)

   whose business address is _____

   _____

   and if applicable is Federal Employer Identification Number (FEIN) is _____

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

   _____

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(Signature)

Sworn to me and subscribed before me this _____ day of _____, 20____.

Personally known _____

Or produced identification Notary Public—State of _____

_____ My commission expires _____

(Type of Identification)

_____

(Printed, typed or stamped commissioned name of notary public)