

CITY OF POMPANO BEACH, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is entered into this _____ **day of January, 2019** between the **CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **FIREWALL CENTERS, INC.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

FUNDING SOURCE:	<u>Community Development Block Grant Funds</u>
AMOUNT:	<u>\$10,000.00</u>
TERM OF THE AGREEMENT:	<u>October 1, 2018 – September 30, 2019</u>
IDIS NUMBER (to be completed by the City):	<u></u>
DUNS NUMBER:	<u>1653457990000</u>
CDFA NUMBER:	<u>14.218</u>

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 | CDBG Subrecipient Handbook |
| 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.

Act or 24 CFR 570

As used herein the following terms shall mean:

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 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
ACKNOWLEDGMENTS

The SUBRECIPIENT, as a participant in the City's CDBG Program, acknowledges, understands and agrees to the following and has provided the requisite documentation in order to participate in such Program:

- 2.1 The SUBRECIPIENT has submitted a Work Program, attached hereto as Exhibit B to this Agreement that includes the following:
 - 2.1.1 A description detailing the activities to be carried out by the SUBRECIPIENT as a result of the expenditure of CDBG Funds, including, where appropriate, the measurable objectives, the intended participants or beneficiaries, target goals, demographic and geographic area, program benefits, timelines, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 A schedule of activities and measurable objectives. The schedule is intended to 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 are in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 A Budget Summary attached as Exhibit C, which includes: 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 OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 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, 2018, and shall conclude on September 30, 2019, or until such term shall sooner cease or terminate as hereinafter provided

3.3 **OBLIGATIONS OF SUBRECIPIENT:**

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached hereto as Exhibit "B" 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. Any obligations imposed upon the CITY, pursuant to its administration of or participation in the HUD funded CDBG Program, shall become the obligation of the Subrecipient, who understands, acknowledges and agrees that all such obligations shall be accomplished to the City's satisfaction.

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 SUBRECIPIENT 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. SUBRECIPIENT 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, SUBRECIPIENT 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, Lessee or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury

\$ 1,000,000 Each Occurrence

4.2.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure 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:

\$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined
(Minimum \$100,000/\$300,000/\$100,000 – any vehicle driving onto City premise or
\$1,000,000 per occurrence and aggregate – any vehicle used in providing a service
to the City

4.2.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY and shall cover SUBRECIPIENT 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:

\$ 300,000 Each Claim/Annual Aggregate (\$1,000,000)

- 4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.
- 4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.
- 4.2.8 SUBRECIPIENT Failure to Obtain, Pay For, or Maintain Insurance
- 4.2.9 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.
- 4.2.10 SUBRECIPIENT'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 SUBRECIPIENT or SUBRECIPIENTS, without CITY'S incurring any liability to SUBRECIPIENT.

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 five (5) 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 \$750,000 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 the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 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.

5.1.3 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 SUBRECIPIENT's compliance with the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Lead Based Paint Regulations 24 CFR Part 35.

5.1.4 If the SUBRECIPIENT expends less than \$750,000 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 of the address where all Agreement Records will be retained in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, as described in the CDBG Handbook attached to this Agreement as Exhibit "A."

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 disability in connection with 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, religion, national origin, age, marital status or disability, 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 the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".
- 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).

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 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. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Article 768.28, Florida Statutes.
- 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; VENUE; PREVAILING PARTY. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

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 SUBRECIPIENT 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 the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

10.8 HATCH ACT. The Subrecipient 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, Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

Firewall Centers, Inc.
Attn: Rachel Taylor Fernandez
P.O. Box 551407
Davie, FL 33355

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 proof of such authorization as may be required by the City.

10.15. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The SUBRECIPIENT shall comply with Florida's Public Records Law, as amended. Specifically, the SUBRECIPIENT shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SUBRECIPIENT does not transfer the records to the City.

B. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the SUBRECIPIENT, or keep and maintain public records required by the City to perform the service. If the SUBRECIPIENT transfers all public records to the City upon completion of the contract, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the contract, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

- C. Failure of the SUBRECIPIENT to provide the above described public records to the City within a reasonable time may subject SUBRECIPIENT to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com



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"

FIREWALL CENTERS, INC., a Florida not-for-profit corporation

Witnesses:

Taylor Grippio

Taylor Grippio

Printed Name

Rachel Pena

Rachel Pena

Printed Name

By: Andy Fernandez

Signature

Andy Fernandez

Name Printed, Typed or Stamped

Title: Executive Director

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of November, 2018 by Sarah Ann Suwak, as Marketing Director of Firewall Centers 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:



Sarah Ann Suwak

NOTARY PUBLIC, STATE OF FLORIDA

Sarah Ann Suwak

(Name of Acknowledger Typed, Printed or Stamped)

FF929466

Commission Number

"CITY":

Witnesses:

CITY OF POMPAÑO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON
CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, as **REX HARDIN**, Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND**, 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:

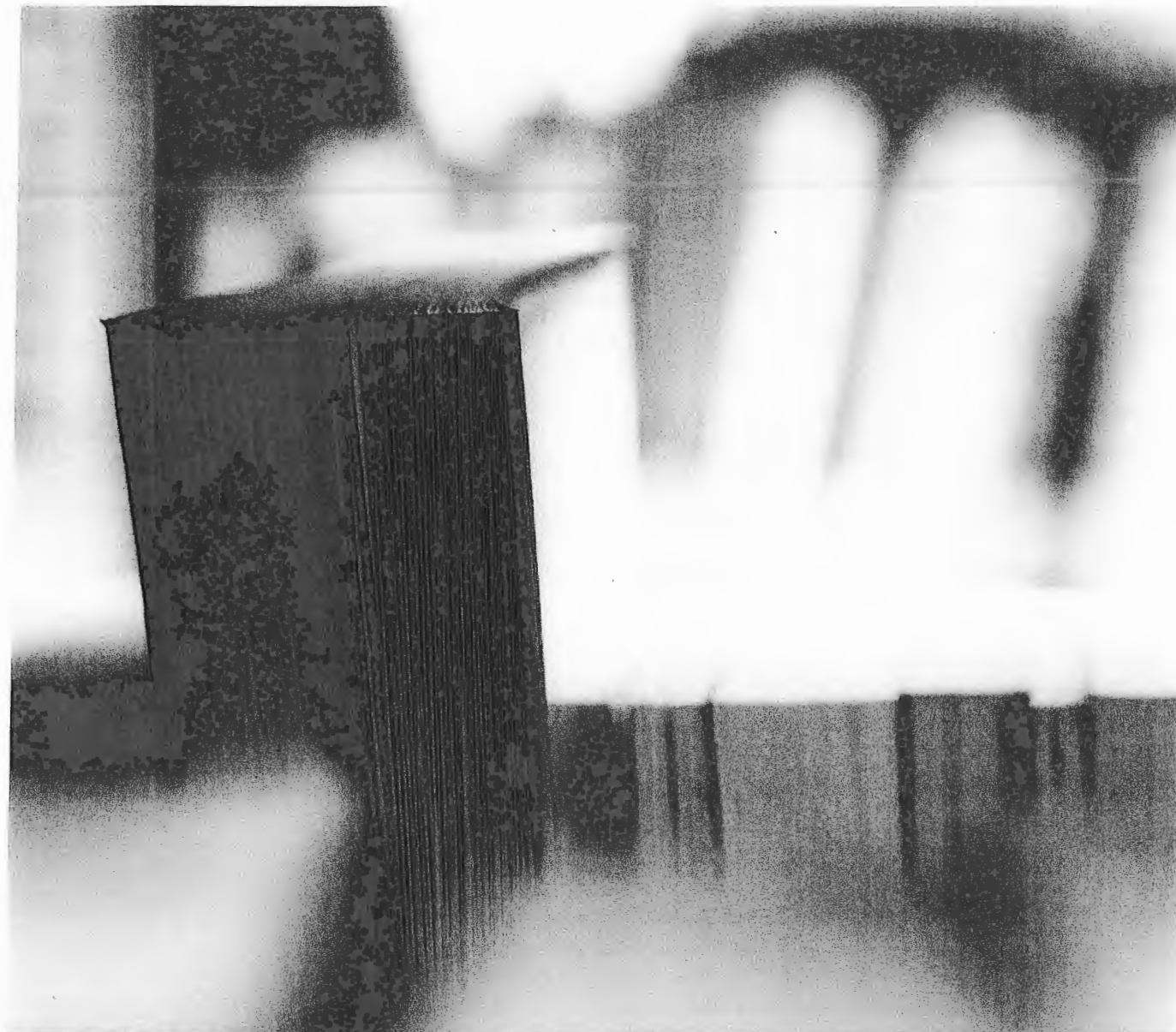
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A

CDBG SUBRECIPIENT HANDBOOK

A black and white photograph of a bookshelf. In the foreground, a book is standing upright, its spine facing the viewer. The book has a dark cover with some text on it. In the background, other books are visible on the shelves, but they are out of focus. The lighting is dramatic, with strong highlights and shadows.

CDBG SUB-RECIPIENT HANDBOOK

PROGRAM YEAR 2018-2019

OFFICE OF HOUSING AND URBAN
IMPROVEMENT

10/1/18

CDBG GRANT

Table of Contents

Section I

- OHUI Contact Information
- Request for Reimbursement Required Supporting Documentation
- Sample Letter for reimbursement
- Request for Reimbursement Form
- Monthly Payroll Summary
- Weekly Timesheet
- Intake Sheet

Section II

- Quarterly Progress Report
- Monthly Progress Report
- Sample Monitoring Site Visit Letter
- Sub-recipient On-Site Monitoring Checklist
- Sub-recipient Neighborly Guidelines

Section III

- OMB SUPER CIRCULAR
- Sub-recipient oversight and monitoring – A roadmap to improved results

Link:

https://portal.hud.gov/hudportal/documents/huddoc?id=DOC_17086.pdf

- Playing by the rules for Sub-recipient
- CPD Monitoring Handbook: 6509.2

SECTION I



Office of Housing and Urban Improvement

100 W. Atlantic Blvd, Suite 220
Pompano Beach, FL 33060

Staff Contact Information

Office Telephone: 954-786-4659
Office Fax: 954-786-5534

Miriam Carrillo Director

(954) 786-4659

Miriam.Carrillo@copbfl.com

Vince Wooten, Program Compliance Manager

(954) 786-7839

Vince.wooten@copbfl.com

Muhammad Hashmi, Accountant

(954) 545-7787

Muhammad.Hashmi@copbfl.com

Natasha James, Office Assistant I

(954) 786-4659

Natasha.James@copbfl.com

Natasha Telsaint, Office Assistant II

(954) 545-7789

Natasha.Telsaint@copbfl.com

JoAnn Martin-Onesky, Secretary II

(954) 786-4657

joann.martin-onesky@copbfl.com

Salvatore Reginello, Housing Inspector

(954) 786-7832

Salvatore.Reginello@copbfl.com

In order to ensure that the Office of Housing and Urban Improvement (OHUI) has in place proper procedures and documentation that support funded program eligible activities, the following procedures are to be followed by all sub-recipients of federally funded programs administered by the OHUI to receive payment for submitted invoices.

- 1) Requests for reimbursement of expenses **starting from October 1, 2018** can be submitted on a monthly or quarterly basis. Only items listed on your budget will be considered for reimbursement. Please complete **Request for Reimbursement Form with appropriate back-up documentation** to prevent any payment delays.
- 2) Reimbursement and reports will only be process through the Neighborly Software system. (Participant guidelines - attached)
- 3) Requests for Reimbursement of personnel expenses must include TWO of three following back-up documentations for ALL employees in which you are claiming reimbursement:
 1. Copy of payroll register
 2. Copies of timesheets (**MUST be signed by the employee and the Supervisor**)
 - and/or -
 3. Copies of pay checks

The completed and signed timesheet should clearly indicate the hours AND the percentage of time spent working on the CDBG funded project. If more than one employee's wages are being reimbursed, list each employee by name, title, and amount of reimbursement requested (indicate exact percentage for each employee, if applicable).

- 4) Requests for Reimbursement of paid invoices must include a copy of the Invoice **AND** the sub-recipient has paid a copy of the check showing the invoice. If the invoice has been paid through more than one source of funding, clearly indicate the amount of City of Pompano Beach CDBG funds applied to that expense on the invoice.

- 5) Complete and sign Request for Reimbursement Form, and submit with all required documentation through the Neighborly Software.

Link: <https://portal.neighborlysoftware.com/copbfl/participant/Login>

- 6) The first payment request will be processed after we have an executed Sub-recipient Contract and a Purchase Order in place.
- 7) Monthly Compliance Reports must be current in order to receive reimbursement payments.
- 8) All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. You may be contacted with questions or for requests for additional documentation if needed. **Requests for payment that are complete accurate and in compliance will be processed and paid within 10 days of submission. RUSH PAYMENTS WILL NOT BE ISSUED.**
- 9) If you have questions regarding how to complete the Request for Reimbursement Form or what required documentation needed, please contact the Office of Housing and Urban Improvement at 954-786-4659. We will do our best to assist you with the process.

Eligible Activities

All programs and their activities funded CDBG and HOME dollars must meet the criteria of being an eligible activity as defined by HUD. For the CDBG program specifically, the funded programs must meet one of the three national objectives as well as the specific eligible activities to be carried out to meet the objective. Within this context, the OHUI policy on HUD funded programs will be to focus on funding activities that are without question eligible activities under the HUD regulations.

OHUI as a policy will not fund activities that are questionable and will pose a potential audit finding or sanction for the City of Pompano Beach. Activities such as entertainment activities; travel for trips, holiday dinners, awards, etc. It is the policy of Office of Housing and Urban Improvement (OHUI) the funded activities should focus on salaries, administrative cost, equipment and technical assistance for the sub-recipients.

In short, CDBG can be used to pay labor cost, supplies, and materials needed to provide a service. Activities such as the entertainment type as listed above should be supported with other internal/external budget funds or by outside support/sponsorship, donation or partnership with other community organizations or programs. When sub-recipients purchase equipment using CDBG or HOME

funds, they are required to keep an inventory log of the purchased items, which should be open to inspection at any given time.

In an effort to ensure that OHUI can meet this policy objective, the OHUI will advise the sub recipients as to whether their activities are eligible through ongoing discussions, meetings, training sessions and onsite monitoring visits.

If you have any questions or need further clarification, do not hesitate to contact me at 954-786-4659.

Sincerely,

A handwritten signature in cursive script that reads "Miriam Carrillo".

Miriam Carrillo
OHUI Director

SAMPLE LETTER

(Date)

Sub recipient Name

Address

City/State/Zip

RE: Monthly Reimbursement Request Package for period of _____
to _____ in the amount of \$ _____

Dear

Please be advised the (name of organization) is requesting reimbursement of expenditures for the month of _____ in the amount of \$ _____ according to the approved Sub recipient Agreement budget dated _____.

Attached are invoices, payroll records, cancelled checks and all other necessary supporting documents to substantiate the reimbursement request. I certify that all of the supporting invoices have been paid and none of the items has been previously reimbursed. All expenditures comply with the authorized budget and are within the contractual scope of services.

If you have any questions, please call (person authorizing reimbursement request) at _____.

Thank you,

SUB-RECIPIENT REQUEST FOR REIMBURSEMENT

CDBG Fiscal Year: 2018-2019
 Period Covered: October 1,
2018 thru September 30, 2019
 Invoice Number: _____

Previous Balance \$
 Amount Requested \$
 Account Balance \$

Agency				Project Name		
To Be Completed by Project Coordinator					To Be Completed by City	
Check No.	Date	Payee/Description	Total Amount	Amount Requested	Adjustments Amount Code	Reimbursed
Total Requested :					Total Reimbursed:	

CERTIFICATE

I certify that this claim is for authorized expenditures incurred pursuant to this grant project and the appropriate documentation is attached. *I further certify that the financial records, supporting documents, statistical records and all other records pertinent to this grant project shall be retained for a period of three (3) years according to regulations contained in CFR 570.502(b)(3), 24 CFR 85.42, and OMB Circular A-110, Attachment C.

***Appropriate supporting documentation includes copies of bills/invoices and proof of payment in the form CANCELLED checks.**

Signature: _____
 Date: _____

FOR OFFICE USE ONLY

Adjustment Code Explanations:

PO # _____

Reviewed by: _____

NCB – Not Currently Budgeted

I – Ineligible

A – Approved for reimbursement

Date: _____

MONTHLY PAYROLL SUMMARY

PROJECT:

Executive Director:

Reporting Period:

SUBRECIPIENT:

Report Prepared by:

Funding Source:

[illegible]

Weekly Time Sheet

Employee Name:
Program:
Program:

Rate of Pay:
Status: (Full Time/Part Time/Contract)
Payroll Period: From _____ to _____

Beginning Payroll Date	Start Time	End Time	Regular Hours	Total Hours*	Rate of Pay	Gross Pay
TOTAL HOURS FOR WEEK						

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

Deductions:

Gross Salary \$ _____
 W/H Tax \$ _____
 FICA Tax \$ _____
 Other Deductions \$ _____
 Net Pay \$ _____
 No./Date _____/_____

Check

*Please make sure the above information is correct.

INTAKE SHEET

I. General Information

Date: _____	Date of Last Service: _____
First Name: _____ MI _____	Last Name: _____
Date of Birth: _____	Gender: M _____ F _____
Home Address: _____	
City/State/Zip: _____	
ID Type: _____	ID Number: _____
SSN (last 4 digits only): _____	(Identity verification documentation required) ☐ Female Head of Household?
Number of Persons in Household: _____	Total Annual Household Income: \$ _____ (Documentation required)

II. Racial Characteristics (Must select one)

One Race

- ☐ White
- ☐ Black/African American
- ☐ Asian
- ☐ American Indian/Alaskan Native
- ☐ Native Hawaiian/Other Pacific Islander

Multi Race

- ☐ American Indian/Alaskan Native & White
- ☐ Asian & White
- ☐ Black/African American & White
- ☐ Amer. Indian/Alaskan Native & Black/African Amer.
- ☐ Other Multi-racial

☐ Also Hispanic? (Per HUD, if you do not identify your racial background as belonging to any of the race group above, check "White" and indicate here also if you are of Hispanic ethnic background)

III. Household Income (Agency Representative must enter the current income limits in the table below before the client fills out this form)

Based on the household annual income and number of persons in the household information you provided above, circle one from the current income limits below that is the closest to your income yet above your income with the household size that matches yours:

Current Federal Income Limits (Year _____)

Circle One

Household Size / Income Group	1	2	3	4	5	6	7	8
Extremely Low								
Low								
Moderate								

Note: The income guidelines are updated by HUD annually. The agency using this Intake Sheet should update this information accordingly.

Official Use Only --- Eligibility Determination

☐ Eligible ☐ Not Eligible Note: _____

Please make sure that the income information the client provided and the income level the client circled match the documentation

IV. Certification

Self Certify

I, _____, hereby certify that the Information provided above is accurate and true to the best of my knowledge. I understand that I will be held countable for providing false information.

Other Form of Certification

Certification Types: _____

Signature: _____ Date _____

Name of staff person processing this form (print) _____

Signature _____

Note: All required information must be entered and all signatures must be affixed to this form to be in compliance with the regulations.

SECTION II



CITY OF POMPANO BEACH
Office of Housing and Urban Improvement
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ECONOMIC DEVELOPMENT ACTIVITIES

-
1. Name of Sub recipient: _____
 2. Name of Project: _____
 3. Project Year: _____
 4. Address of Sub recipient: _____
 5. Name of Contact Person: _____
 6. Phone Number of Contact Person: _____
 7. Period Covered. Please check the quarter this form covers and submit to the Department of Community Development.

For Period Ending:

- ☐ September 30
☐ December 31
☐ March 31
☐ June 30

Quarterly Report is Due No Later than October 15, 2019
Quarterly Report is Due No Later than January 15, 2019
Quarterly Report is Due No Later than April 15, 2019
Quarterly Report is Due No Later than July 15, 2019

8. The Sub recipient's authorized official representative certifies that:
 - (a) This report contains all items identified above.
 - (b) To the best of his/her knowledge and belief, the data in this report is true and correct as of the date in item.

9. **WARNING:** Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to the foregoing certification. Title 18 provides, among other things, that whoever, knowingly and willfully makes or uses a document or writing containing false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

10. Type the name and title of the authorized official Sub recipient representative:

11. Signature: _____

12. Date: _____

**2018-2019 SUBRECIPIENT QUARTERLY PERFORMANCE REPORT
JOBS CREATED/RETAINED IN 2018-2019**

Table 1

Income of Entire Household	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Persons
Households, 81-100% AMI					
Households, 51-80% AMI					
Households, 31-50% AMI					
Households, 0-30% AMI					
Total Persons					

Total Persons in Table 1 should equal the Total Person in Table 2.

Table 2

Race of Persons Served by the Program	Total Number of Hispanic	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Persons
White						
Black/African American						
Asian						
American Indian						
Native Hawaiian/Other Pacific Islander						
Black/African American & White						
American Indian/Alaskan Native & Black/African American						
All Other Races not listed above						
TOTAL ALL RACES & ETHNICITY						

AMI = AREA MEDIAN ADJUSTED FOR HOUSEHOLD SIZE (SEE ATTACHED CHART ON NEXT PAGE)

MAXIMUM HOUSEHOLD INCOME LIMITS

<i>Household Size /</i>	1	2	3	4	5	6	7	8
<i>Income Group</i>								
30%-LMI	\$17,000	\$19,400	\$21,850	\$25,100	\$29,420	\$33,740	\$38,060	\$42,380
Extremely Low								
50%-LMI	\$28,300	\$32,350	\$36,400	\$40,400	\$43,650	\$46,900	\$50,100	\$53,350
Very Low								
80%-LMI	\$45,300	\$51,750	\$58,200	\$64,650	\$69,850	\$75,000	\$80,200	\$85,350
Very Low								

Note: The income guidelines are updated by HUD annually. The agency using this Intake Sheet should update this information accordingly.

**Sub recipient Quarterly Performance Report
Job Creation and/or Retention Data**

Jobs Directly Supported With CDBG Funds	Full-Time Jobs	Full-Time Jobs Low-Mod	Part-Time Jobs	Part-Time Jobs Low-Mod
Name of Company				
DUNS#				
# Expected to Created				
# Expected to Retain				
Name of Company				
DUNS#				
# Expected to Created				
# Expected to Retain				
Name of Company				
DUNS#				
# Expected to Created				
# Expected to Retain				

Type of Jobs Created / Retained

Type of Job	Name of Company		Name of Company	
	# Created	# Retained	# Created	# Retained
Official and Managers				
Professional				
Technicians				
Sales				
Office and Clerical				
Craft Workers (Skilled)				

Operatives (Semi-Skilled)				
Laborers (Unskilled)				
Services Workers				

Sub recipient Quarterly Performance Report
Job Creation and/or Retention Data

Jobs Directly Supported with CDBG funds	Number of Jobs
Name of Company	
Of the job Created , the number with employer-sponsored health care	
Of the job Created , the number of the persons unemployed prior to taking the job	
Of the jobs retained , the number with employer-sponsored health care	
Name of Company	
Of the job Created , the number with employer-sponsored health care	
Of the job Created , the number of the persons unemployed prior to taking the job	
Of the jobs retained , the number with employer-sponsored health care	

Number of Assisted Businesses

Businesses Assisted	Number	# Expanding	# Relocating
New Businesses Assisted			
Existing Businesses Assisted			
Total Businesses Assisted			
Business Facades or Buildings Rehabbed			
Businesses Assisted that Provided Goods and Services to Meet the Needs of the Service Area			

NARRATIVE SUMMARY

Please use this space to describe activities and/or information not documented elsewhere in this report.

Please attach additional pages as needed.

1. Coordination with Other Agencies and/or Programs:

Describe coordination efforts; include names of agencies and/or programs.

2. Problems or Obstacles Encountered This Quarter:

Describe any problems staff and/or participants encountered, include any remedies or solutions devised.

3. Accomplishments This Quarter:

Describe positive accomplishments by staff, program, and/or participants, highlight program and/or beneficiaries.

4. Results This Quarter:

Describe any results (benefits) that were achieved this quarter.

OBJECTIVES AND OUTCOMES

This page should only be filled out at the end of the year. This information should reflect your entire program during the grant program year.

1. **Program Objective – Check which program objective applies to your program.**

Only one program objective can be selected.

- ☐ Create a suitable living environment
- ☐ Provide decent affordable housing
- ☐ Create economic opportunities

2. **Program Outcome – Check which program outcome applies to your program.**

Only one program outcome can be selected.

- ☐ Improve the availability and/or accessibility of a service to the public
- ☐ Increase the affordability of a program or service
- ☐ Assist with the sustainability of a program or service

3. **Check the statements below which apply to your program.**

- ☐ Helps prevent homelessness
- ☐ Helps the homeless
- ☐ Helps those with HIV/AIDS
- ☐ Primarily helps persons with disabilities



CITY OF POMPANO BEACH
Office of Housing and Urban Improvement
 Community Development Block Grant (CDBG) Program
 Sub-Recipient On-Site Monitoring Checklist

Date of Monitoring Visit: _____

Sub-recipient: _____

Address: _____

Phone: _____ **Fax:** _____

Project Name/Project Manager: _____

	YES	NO	N/A
A. National Objective and Eligibility:			
Benefit to low- and Moderate-Income Persons (CFR 570.208)	_____	_____	_____
B. Conformance to the Sub-recipient Agreement			
1. <u>Contract Scope of Work</u> – Is the full scope of services listed in the contract files? List any deviation.	_____	_____	_____
2. <u>Levels of Accomplishments</u> - Is the project achieving the expected levels of performance (number of persons served, etc.) and reaching the intended client group?	_____	_____	_____
Is the project accomplishing what it was designed to do?	_____	_____	_____
3. <u>Timely Performance</u> – Is the work being performed in a timely manner (i.e., meeting the schedule as shown in the Scope of Work)?	_____	_____	_____
4. <u>Budget</u> – Do actual expenditures match planned expenditures?	_____	_____	_____
5. <u>Requests for Payment</u> – Are payment requests being submitted in a timely manner?	_____	_____	_____
Are payment requests consistent with level of work accomplished?	_____	_____	_____
Is Program Income being reported on a monthly basis?	_____	_____	_____

6. Progress Reports – Have progress reports been submitted in a timely manner? _____
- Are progress reports complete and accurate? _____
7. Special Conditions - Does the project conform to any special terms and conditions included in the agreement? _____

Sub-recipient: _____

	YES	NO	N/A	Comments
C. Record-Keeping Systems (570.506)				
1. <u>Filing System</u> – Are file orderly, comprehensive, up-to-date, secured for confidentiality?	_____	_____	_____	
2. <u>Documentation</u> – Does sub-recipient have established procedures for collecting eligibility income documentation from program participants/clients?	_____	_____	_____	
Do project files have necessary documentation to support national objective, eligibility and program costs?	_____	_____	_____	
3. <u>Record Retention</u> – Does sub-recipient have a records retention policy and procedure?	_____	_____	_____	
4. <u>Site Management</u> – Is project manager located on-site and running day-to-day operations?	_____	_____	_____	
Does staff seem fully informed about the program requirements and project expectations?	_____	_____	_____	
D. Financial Management Systems				
1. <u>Internal Control Systems</u> – Does sub-recipient have accounting policies and procedures for cash, real and personal property, equipment and other assets?	_____	_____	_____	
Are records maintained that indicate how CDBG program funds are used?	_____	_____	_____	
2. <u>Components of Financial Management System</u> – Are sub-recipients chart of accounts, journals, ledgers, reconciliation, data processing and reporting system up-to-date?	_____	_____	_____	
3. <u>Accounting</u> – Are appropriate receipts and supporting documentation on file for all reimbursement requests?	_____	_____	_____	
4. <u>Eligible, Allocable, and Reasonable Costs</u> – Does project delivery costs appear to be reasonable and eligible under the CDBG Program.	_____	_____	_____	
5. <u>Drawdown Procedures</u> - Are all drawdown of CDBG funds properly recorded?	_____	_____	_____	
E. Insurance				
1. <u>Certificate of Insurance</u> – Has the sub-recipient submitted a current copy of the Certificate of Insurance with the City named as additional insured?	_____	_____	_____	

Sub-recipient: _____

	YES	NO	N/A	Comments
F. Procurement				
1. <u>Procurement Procedures</u> – Does sub-recipients procurement procedures and policies meet CDBG requirements?	_____	_____	_____	
2. <u>Conflict of Interest</u> –Does the sub-recipient have a method to to assure there is no conflict of interest, real or apparent?	_____	_____	_____	
G. Equipment and Real Property				
1. Has the sub-recipient purchased equipment with CDBG funds in excess of \$1,000?	_____	_____	_____	
3. Does the sub-recipient maintain records for such equipment purchases?	_____	_____	_____	
H. Conclusion and Follow-up				
1. Is the sub-recipient meeting the terms of the Agreement and HUD regulations?	_____	_____	_____	
2. Are corrective actions needed?	_____	_____	_____	
3. Is technical assistance or additional training needed?	_____	_____	_____	
Additional Comments: _____				

Site Visit Monitoring Completed by

City of Pompano Beach

Sub-Recipient Representative

Name
Office of Housing and Urban Improvement Staff

Signature

Signature

Date

Date

SECTION III

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Accessing the Subrecipient Portal

The Subrecipient Portal is hosted by Neighborly Software and is accessible available via any internet connected device. The recommended browser is Google Chrome, but will work with any modern web browser (i.e. Internet Explorer v10+, FireFox, Safari).

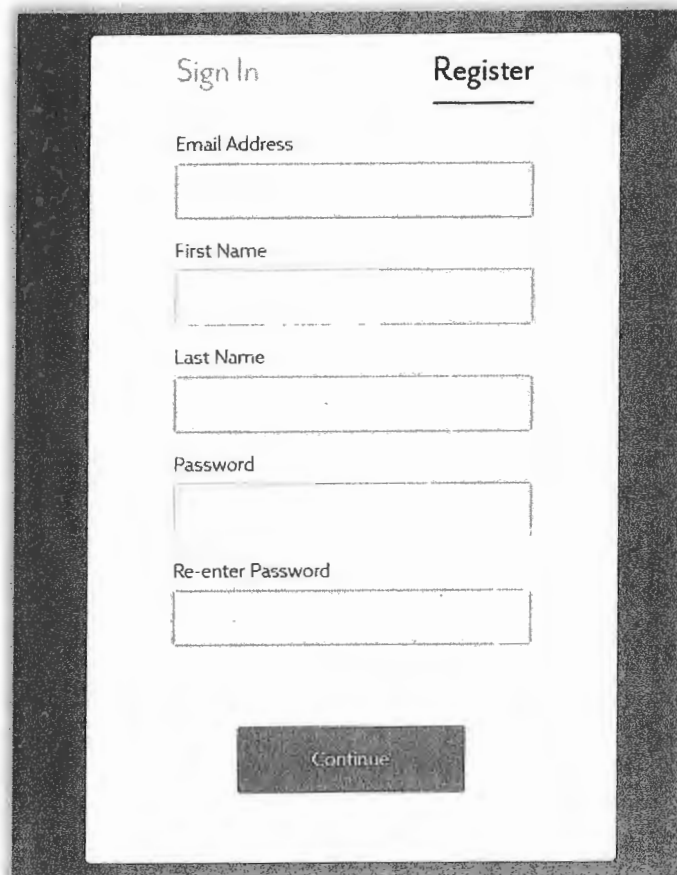
Application Portal Link: <https://portal.neighborlysoftware.com/copb/participant>



Registering your Account

When you access the Portal for the first time, you'll need to Register your account by clicking on the Register link. The registration process will create a user name (which is your email address) and password that will be used for future logins. The email address you choose will also be used for system emails/notifications, so it is recommended to use your work email address. For security purposes, the system will validate that you own the registered email address by sending an email with a validation link.

Note: If you do not receive the system email within 2 minutes, check your spam or bulk mail folder. If the email appears in that folder, you should right click on the email to indicate "Not Junk" or "Not Spam" to ensure you receive any other system notifications.

A screenshot of a web registration form. At the top, there are two tabs: "Sign In" and "Register". The "Register" tab is selected and underlined. Below the tabs, there are five input fields: "Email Address", "First Name", "Last Name", "Password", and "Re-enter Password". Each field is represented by a rectangular text box. At the bottom of the form, there is a dark rectangular button with the word "Continue" in white text.

Sign In Register

Email Address

First Name

Last Name

Password

Re-enter Password

Continue

Logging In

Once your account has been registered, you may login (using the same link above) by entering the email address and password used during registration. By checking "Remember Me?", your web browser will remember your email address for future logins (depending on browser and security settings).



The image shows a screenshot of a web form titled "Sign In" with a "Register" link. The form includes input fields for "Email Address" and "Password", a "Remember Me?" checkbox, a "Sign In" button, and a "Forgot your Password?" link.

Sign In Register

Email Address

Password

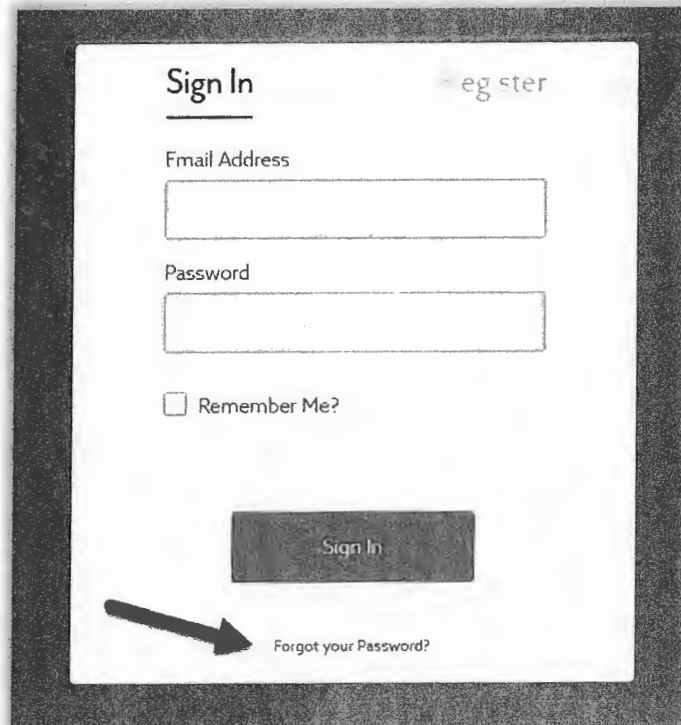
☐ Remember Me?

Sign In

[Forgot your Password?](#)

Forgot your Password

If you forget your password, click on the link that says "Forgot your Password?" and follow the prompts to create a new password. For security purposes, the system will send an email to the registered email address with a link to reset your password.



The image shows a 'Sign In' form with the following elements:

- Sign In** (underlined) and **Register** (faded) links at the top.
- Email Address** label above a text input field.
- Password** label above a text input field.
- ☐ **Remember Me?** checkbox.
- Sign In** button.
- Forgot your Password?** link at the bottom, with a black arrow pointing to it from the left.

Changing your Password

To change your password, log into the Application Portal. Click on the  icon on the top right corner of the screen, and select "My Profile". Then select the Password option on the left side of the screen. For security purposes, you will be required to enter your Old Password before selecting a New Password.



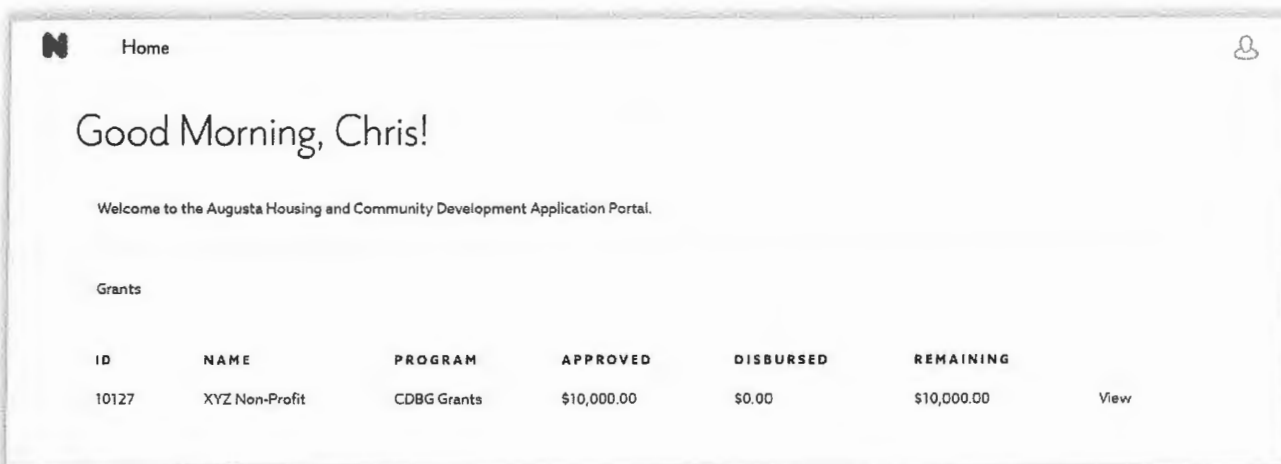
The screenshot displays the 'My Profile' page. On the left sidebar, there are two menu items: 'GENERAL' and 'PASSWORD', both preceded by an information icon. The 'PASSWORD' item is highlighted. The main heading is 'My Profile'. Below it, the section 'Change Password' is visible. It contains three text input fields labeled 'Old Password', 'New Password', and 'Confirm Password'. At the bottom right of this section is a dark button labeled 'Update'.

Signing Out

To sign out (aka log out) of the system, click on the  icon on the top right corner of the screen and select "Sign Out".

Managing your Grant account

Upon logging in, you should see your grant account listed in the table Grants. Click View to load the account.



The screenshot shows a web application interface. At the top left is a logo with the letter 'N' and the word 'Home'. At the top right is a user profile icon. The main heading says 'Good Morning, Chris!'. Below this is a welcome message: 'Welcome to the Augusta Housing and Community Development Application Portal.' Underneath is a section titled 'Grants'. It contains a table with the following data:

ID	NAME	PROGRAM	APPROVED	DISBURSED	REMAINING	
10127	XYZ Non-Profit	CDBG Grants	\$10,000.00	\$0.00	\$10,000.00	View

Once loaded, you'll see the Grant account screen has 4 tabs: Account, Accomplishments, Draw Requests and Reports. The Account screen is a summary of your Grant account, including the award amount, funds disbursed and funding activity associated with your account.

ACCOUNT

Grant Id: 10127

Status: Application in Process

ACCOUNT SUMMARY

Program: CDBG Grants

Total Awarded: \$10,000.00

Disbursed: \$0.00

Remaining: \$10,000.00

Activity

ID	DATE	TYPE	SOURCE	CATEGORY	PROCESSED BY	AMOUNT
78	1/1/2017	Initial Funding	2017 Poverty Reduction Budget	1104: Sub-recipient	chris.behm@neighborlysoftware.com	\$10,000.00
Totals						\$10,000.00

The Accomplishments screen provides a summary of Accomplishment data entered via Monthly and Annual Reports. Note that this screen is Read Only – accomplishment data can only be added/modified via the Monthly and Annual reports. Also note the scroll bar at the bottom of each section of Accomplishments to view multiple months.

Home

ACCOUNT
 ACCOMPLISHMENTS
 DRAW REQUESTS
 REPORTS
**8 REPORTS DUE

Grant Id: 10127
 Status: Application in Process

Accomplishments

This tab is read-only. To make changes to Accomplishments, you must update the appropriate Report.

BENEFICIARIES - INCOME	JAN 2017	FEB 2017	MAR 2017	APR 2017
Number of Extremely Low Income persons assisted	4		3	
Number of Low Income persons assisted	4			
Number of Moderate Income persons assisted	4			
Number of persons assisted who are NOT Low to Moderate Income	4			
Totals	16	0	3	

The Draw Requests allows you to request draws. The initial screen is a summary of any existing draw requests and disbursement data. To view an existing draw, click on the icon to the right of the draw. To create a new draw, click the Request a Draw link.

Home

ACCOUNT
 ACCOMPLISHMENTS
 DRAW REQUESTS
 REPORTS
**8 REPORTS DUE

Grant Id: 10127
 Status: Application in Process

Draw Requests

Request a Draw

ID	STATUS	DETAILS	REQUESTED DATE	REQUESTED AMOUNT	DISBURSED DATE	DISBURSED AMOUNT	
1002	Requested	Requesting first contracted draw	11/29/2017	\$2,500.00		\$0.00	
Totals				\$2,500.00		\$0.00	

When requesting a draw, provide the Amount, Date Requested and any details regarding the draw request. This information will be provided to your program manager. Note that you may upload supporting documentation after clicking Submit Request.

NEW DRAW REQUEST

Amount

\$ 0.00

Date Requested

11/29/2017

Details

Note: You will be able to upload documents on the next screen

Submit Request

Within the draw request, you can see details regarding the disbursement (if funds have been disbursed) and a link to upload any supporting documentation.

Home

ACCOUNT
 ACCOMPLISHMENTS
 DRAW REQUESTS
 REPORTS

REPORTS
 **8 REPORTS DUE

Draw Requests > Draw Id: 1002

Status	Requested	DISBURSEMENT
Amount Requested	\$ 2,500.00	
Date Requested	11/29/2017	**Not yet disbursed**
Request Details	Requesting first contracted draw	

Supporting Documents

Upload File

Last updated by chris.behm@neighborlysoftware.com on 11/29/2017 8:18:53 AM

Save

The Reports tab will indicate if any reports are Due or Past Due. Once you click into the Reports section, you'll see a summary of reports, including tabs for Monthly and Annual Reports.

Home

ACCOUNT

ACCOMPLISHMENTS

DRAW REQUESTS

REPORTS
*** REPORTS DUE

Reports

Monthly Report (3 of 12) Annual Report of

PERIOD	DUE DATE	STATUS	SUBMITTED BY	ACTION
Jan 2017	2/15/2017	Complete	chris.behm@neighborlysoftware.com 11/28/2017 8:49:50 PM	
Feb 2017	3/15/2017	In Progress		
Mar 2017	4/15/2017	In Progress		
Apr 2017	5/15/2017	Past Due		Start
May 2017	6/15/2017	Past Due		Start
Jun 2017	7/15/2017	Past Due		Start
Jul 2017	8/15/2017	Past Due		Start
Aug 2017	9/15/2017	Past Due		Start

Click into a report by clicking the  icon to the right of the report, or start a new report by clicking the Start link. Note that Reports are not available to be started/completed until the reporting period has passed.

Once inside a report, you will see multiple tabs depending on your grant program. Usually there are at least 3 tabs – one for reporting Goal progress, one for Accomplishment data and one to certify and Submit. Complete each tab by clicking the Complete and Continue link at the bottom of the screen. You may also Save your work to return to the report at a later date. The report is not considered Complete until all tabs are individually marked Complete.



Integrity Bulletin

U.S. Department of Housing and Urban Development
Office of Inspector General

Summer 2016

Subrecipient Oversight and Monitoring – A Roadmap for Improved Results

This bulletin highlights the importance of effective subrecipient management and oversight by grantees receiving funds from the U.S. Department of Housing and Urban Development's (HUD) Office of Community Planning and Development (CPD). On December 26, 2013, the Office of Management and Budget issued revised guidance under 2 CFR (Code of Federal Regulations) Part 200. The result was consolidation of and changes to government-wide uniform administrative requirements, cost principles, and audit requirements for Federal awards. These changes emphasized a grantee's responsibility to manage and monitor its subrecipients, including monitoring a subrecipient's performance and compliance with applicable laws and regulations, as well as taking appropriate action when performance and compliance issues arise. This bulletin provides key tips for improving effective oversight of subrecipients.

The Importance of Monitoring

The American public wants accountability from government and assurance that Federal funds are spent effectively to accomplish their intended purpose. For CPD programs, grantee oversight of subrecipients is a critical place "where the rubber meets the road." It is where

2 CFR 200.93 defines a subrecipient as a non-federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.

results are attained and funds are safeguarded. Under 2 CFR Part 200, grantee monitoring of subrecipient activities is required to ensure that (1) subawards are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward, and (2) subaward performance goals are achieved. When no monitoring or insufficient monitoring occurs, the grantee may risk losing HUD funding. Regulations at 2 CFR Part 200 require grantees to establish and maintain effective internal controls for themselves and ensure that their subrecipients do the same. One way a grantee can develop internal controls is by designing an effective monitoring process.

Step 1 – Build Monitoring Into Your Work Plan

Effective subrecipient oversight includes building a monitoring strategy into a grantee's annual work plan. The purpose of a monitoring strategy is to define the scope and focus of a grantee's monitoring efforts, including establishing a framework for determining the appropriate level of monitoring for subrecipients based on the resources available. A grantee's work plan should include time to conduct a risk analysis on each subrecipient as well as where and when the grantee will apply staff and travel resources for monitoring, training, or technical assistance of its subrecipients.

Step 2 – Assess Your Subrecipients

The new rules under 2 CFR 200.331(b) require that grantees assess their subrecipients' capacity to be successful. This is done by annually conducting a risk assessment on each subrecipient. A risk assessment provides the information needed to prioritize your administrative resources to subrecipients that pose the greatest risk to the integrity of CPD programs. This process includes identifying the subrecipients to be monitored (either onsite or remotely), the program areas to be covered, and the depth of the monitoring review. The selection process should result in identifying those subrecipients and activities that represent the greatest vulnerability to fraud, waste, mismanagement, or lack of capacity.

Tip: A key first step is to verify that the subrecipient is not on the suspension and debarment list before making a subaward. This step is often missed.

There are several resources (listed at the end of this document) available to assist in developing a risk assessment. In determining which format is best for your organization, make sure the following factors are covered:

1. What is their prior experience?
2. Were prior audits conducted?
3. Were prior audit findings resolved?
4. Does the subrecipient have the capability to comply with Federal rules?
5. Have financial systems changed?
6. Did prior monitoring identify problems?
7. Were past awards large or complex?
8. Is the funded activity prone to problems?
9. Does the award present potential conflicts of interest?
10. Has there been turnover of key personnel?

When conducting a risk assessment, use all information available, including news items or citizen complaints, to identify problem areas. Some activities have higher levels of risk than others and warrant additional attention. Activities that are riskier than others include rehabilitation projects involving lump-sum drawdowns; economic development activities that assist for-profit businesses; assistance to small or newly formed nonprofits that may struggle with implementing internal controls; and subrecipients not previously monitored, especially when they lack previous CPD program experience.

Be sure to document your risk assessments and show how they affected your risk plan and monitoring schedule. After completing this analysis for each subrecipient, compile a written monitoring schedule, identifying which grantees will be monitored, the method of monitoring (onsite or remote), programs and areas to be monitored, the type of monitoring (in-depth or limited), areas of technical assistance and training needed, resources needed, and projected timeframes. If adjustments are required in the middle of the program year, be sure to document those changes as well.

Step 3 – Create Your Monitoring Strategy

Keep notes on what factors contributed to the selection of each subrecipient as you go through the 10 questions above and additional factors you add to your own checklist or spreadsheet. A best practice is to rate recipients by a high-, medium-, and low-risk designation for each area reviewed and then give an overall rating. Once you have the ratings for all subrecipients, you can determine how best to monitor them and provide needed technical assistance and training. Your monitoring strategy should include a schedule for the frequency and types of monitoring (desk review or onsite) based on your resources, subrecipient risks, and number of subrecipients and distance from them. A schedule should also be written and approved by managers that specifies how each subrecipient will be monitored, when, and by whom on the staff. Any adjustments to the risk rating or monitoring schedule should be noted. Office of Inspector General (OIG) audits frequently find that grantees fail to conduct onsite monitoring visits or follow the schedules they have set. Be sure to commit the resources needed to accomplish monitoring as planned.

Develop a checklist for your lower risk subrecipients that can be used in a desk review and create individual onsite checklists for the higher risk subrecipients based on the risks identified in their assessments. At the end of this bulletin, several resources are listed that contain sample checklists for various CPD programs and compliance requirements. As a practical matter, you cannot complete all checklists for all subrecipients, which is why the results of the assessments should be used to tailor your monitoring approach. Choose the checklists that would be most useful in covering the weaknesses identified. You may also choose which questions on a particular checklist to use if some questions don't apply or if you have reason to believe the subrecipient will perform adequately in the areas covered by the questions. A best practice is to put a note next to the questions on why you are omitting them.

A. Conduct Remote Monitoring

Remote monitoring can be an appropriate tool for monitoring lower risk subrecipients. This practice, also known as a desk review, is a good way for grantees and subrecipients to share information on program updates, changes to policies, and other information that impacts the activity. A good technique is for the grantee to ask narrative, open-ended questions about how the activity is going and whether the subrecipient is encountering any obstacles or difficulties. The focus of such a review should be on determining whether major operational changes have occurred since the last review. In addition to the desk review of submitted reports, conduct telephone interviews and determine whether the initial risk assessment score is correct or additional monitoring is needed. Note that for CPD programs, guidance for HUD staff conducting monitoring, including remote monitoring, is found in the CPD Monitoring Handbook, which grantees may also refer to in designing their monitoring checklists and procedures.

B. Conduct a Site Review

An onsite review should be conducted for subrecipients that score higher on the risk assessment or have not had a site visit in some time (2 CFR 200.331(d) and (e)). Make sure that your staff has updated checklists (see note above) and understands them in advance. A best practice is to develop a customized comprehensive checklist before the site visit based on factors identified during the risk assessment. This practice will allow staff to focus on the most important and riskiest areas to review. Encourage staff to ask questions and not have the review become a mechanical series of checkoffs. One way to avoid this problem is to build into the checklist an area to take notes, attach copies (or

photos) of what was examined, and document the resulting analysis. Another person analyzing the checklist should be able to determine what was reviewed and how it supports the determinations made.

Example of Insufficient Monitoring

City officials did not perform adequate onsite monitoring of all of a city's Community Development Block Grant (CDBG) subrecipients and did not have adequate procedures in place to effectively track the status of subrecipient monitoring and any related findings. While the city's 2013 and 2014 annual action plans stated that the city would monitor each subrecipient receiving Federal funds and conduct onsite visits to each subrecipient annually, the city's records showed that it did not adequately monitor 19 of its 41 subrecipients. For example, 13 of the 35 subrecipients were not included on the city's monitoring status tracking documents, and city officials informed auditors that the city had not monitored 6 of its subrecipients during the past few program years.

Step 4 – Document the Site Review and Issue a Monitoring Report

A. Documentation

Documentation is key to a monitoring review, demonstrating whether adequate subrecipient oversight is provided. While on site, keep notes about the items reviewed, activities physically inspected, and items unsupported by receipts or ineligible expenditures. Make copies of documentation that supports the review and any findings. Organize the files for easy retrieval. (Reference U.S. Government Accountability Office (GAO) Green Book, OV4.08, for additional guidance.)

B. Reporting

Once an onsite monitoring review has been completed, grantees should provide a timely written report to the subrecipient (2 CFR 200.328(d)). The report should summarize the review, document performance, and identify issues. It should identify delays or adverse conditions that will materially impair the subrecipient's ability to meet the objective of the Federal award. These shortcomings must be tied to specific program requirements to be sustainable if questioned by the subrecipient. To the extent necessary, the report should include any corrective actions the subrecipient must take as well as the required deadlines for the subrecipient's response and completion of the corrective actions.

Example of Insufficient Documentation

A State onsite monitoring review of a regional commission (subrecipient) was not adequately supported and a later audit of the State could not find any evidence that the State reviewed the commission's documentation of grant expenditures. The State awarded CDBG Disaster Recovery funding to this subrecipient to administer its buyout program. The State did not maintain documentation to support the details of the review, including checklists, notes, write-ups, or other documentation supporting its monitoring work or activities. The State should have discussed documentation requirements with the subrecipient at the time of the award or caught the problem in onsite reviews. Ultimately, with no documentation by the commission, HUD could not confirm that all procedures were followed and that costs were eligible.

Step 5 - Follow up with Subrecipients

A. Corrective Actions

After issuing a monitoring report, grantees must follow up with the subrecipient until all corrective actions are completed. Corrective action plans should include:

1. A description of each finding and recommendation.
2. Specific steps to be taken to implement the recommendation.
3. A timetable for performance of each corrective action.
4. A description of future monitoring to be performed to ensure implementation.

If subrecipients fail to correct problems, you should consider what sanctions are appropriate as listed in 2 CFR 200.338 to .342. The purpose of monitoring is to ensure that the results are used to achieve compliance and performance expectations. Enforcing regulatory sanctions helps ensure that appropriate actions are taken to protect taxpayers and the program as a whole. If audited by OIG or GAO, you, the grantee, could be left footing the bill for uncorrected problems.

Example of Insufficient Follow-up

There was no evidence that a State maintained documentation to confirm how findings from an onsite monitoring review of a subrecipient were resolved. The State requested a response from the subrecipient on how these findings were resolved but received no reply. There was no evidence that the State followed up to ensure how or whether the deficiencies noted were corrected or took action to require the subrecipient to do so. The State should have maintained a tickler file and pursued further efforts to obtain corrective action after the target date passed.

Summary

Subrecipients play a significant role in the effective implementation of many programs administered by CPD. To ensure that Federal funds awarded achieve their intended purposes, it is important for grantees to competently oversee the process from the award stage through closeout. Establishing comprehensive policies and procedures that incorporate the provisions of 2 CFR Part 200 as well as program-specific requirements is one of the keys to that oversight process. The second key is a strong and effective monitoring method that checks for compliance, rapidly addresses performance shortcomings, and provides a basis for compliance actions when warranted. Both OIG and CPD staff members are available to assist grantees in undertaking these important efforts, and we urge grantees to seek advice and guidance that will enhance subrecipients' use of Federal funds.

Resources Available

- Managing CDBG: A Guidebook for Grantees on Subrecipient Oversight: https://portal.hud.gov/hudportal/documents/huddoc?id=DOC_17086.pdf
- Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems: <https://www.hudexchange.info/resource/687/playing-by-the-rules-a-handbook-for-cdbg-subrecipients-on-administrative-systems/>
- CPD's Monitoring Handbook: 6509.2, REV-6, CHG-2
- Suspension and Debarment listing: (http://portal.hud.gov/hudportal/HUD?src=/program_offices/enforcement/susdebar)

New rules at 2 CFR 200.113 require you to report if you have knowledge of possible fraud. Promptly report it to the HUD Office of Inspector General at <https://www.hudoig.gov/report-fraud%20>.

Work Plan - Exhibit B

Firewall Centers, Inc.

Objectives:

Firewall Centers provides daily, school-based tutoring and mentoring services designed to help students achieve academic success, build character, and transform into servant leaders.

Activities:

Firewall Centers provides tutoring and mentoring services for 150 students at Blanche Ely High School (35 students), Crystal Lake Middle School (40 students), and Pompano Beach Middle School (75 students) for 2.5-3 hours per day, Monday through Thursday. From August 2018 through June 2019, we will serve them for 140 days.

Students have supper, receive a lesson from Firewall's T.H.I.N.K. Character Development curriculum, and academic interventions are administered including subject-specific tutoring. Parents are also reached out to and provided with support, and schools, teachers, counselors, and social workers are worked with to provide a complete support system for the students served.

Schedule:

1) 2:30-3:00pm: Get Ready

- Firewall staff prepares student academic activities and sets up the center.

2) 3:00-3:30pm: Get Connected

- Staff connects with their students on a personal level during supper time. Students eat.

3) 3:30-4:00pm: T.H.I.N.K. Character Development Curriculum

- A lesson is administered. Lessons teach soft skills, instill character values, and teach about drug prevention.

4) 4:00pm-5:30pm: Get Smart (Academic Lessons)

- Mentor-led lessons – groups of 10-20 students are taught daily for 30 minutes
- Tutor-led lessons – groups of 2-5 students are taught twice per week.
- Volunteer-led lessons – one-on-one

Outcomes:

As a result of program services:

- 100% of students will be promoted to the next grade level
- 95% of students will not be suspended from school
- 90% or more of students will not exceed 20 absences at school during the year (per Broward School Board standards)
- 90% of parents will rate program effectiveness favorably
- 80% of students will show an increase in English Language Arts performance from pre-test to post-test with 50% of students increasing their score by 20% or more
- 80% of students will earn and maintain A, B, or C grades in Language Arts, Reading and Math throughout the school year

EXHIBIT C

COMPENSATION AND BUDGET SUMMARY

FIREWALL CENTERS, INC.

- 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 Firewall Centers, Inc. for the funding period beginning October 1, 2018 through September 30, 2019 is attached and hereby incorporated and made part of Exhibit C.

The City shall pay Firewall Centers, Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of Ten Thousand Dollars (\$10,000.00).

- B. During the term hereof and for a period of one (1) year 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 electronically submitted to the City through its Neighborly Software system, within thirty (30) calendar days after the indebtedness has been incurred, using a completed reimbursement request form provided by the Office of Housing and Urban Improvement, together with the required expense documentation, which shall be separately scanned and uploaded at the same time as the completed Reimbursement Request form. Subrecipient shall file monthly progress reports by completing them online using the Neighborly Software system report form as a condition of reimbursement.
- 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.

Andy Fernandez Executive Director 11/29/2018
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.

FIREWALL CENTERS, INC.
SUBRECIPIENT

Andy Fernandez
PRINT NAME OF CERTIFYING OFFICIAL

Andy Fernandez
SIGNATURE OF CERTIFYING OFFICIAL

11/29/2018
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 OMB).

EXHIBIT E

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient 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.

SUBRECIPIENT

Andy Fernandez

PRINT NAME OF CERTIFYING OFFICIAL

Andy Fernandez

SIGNATURE OF CERTIFYING OFFICIAL

11/29/2018

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 Sarah Ann Suwak
By Andy Fernandez, Executive Director

(print this individual's name and title)

for Firewall Centers, Inc.

(print name of entity submitting statements)

whose business address is PO Box 551407, Davie, FL 33355

and if applicable is Federal Employer Identification Number (FEIN) is 06-1704451

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 "conviction" 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.

Andy Fernandez
(Signature)

Sworn to me and subscribed before me this 29th day of November, 2018.

Personally known

Or produced identification

Notary Public—State of Florida

My commission expires October 20, 2019

(Type of Identification)

Sarah Ann Suwak

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

