Meeting Date: July 12, 2016 Agenda Item 3

REQUESTED COMMISSION ACTION:

X Consent	Ordinance	X Resolution	Consideration/ Discussion	Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, TERMINATING A SUBRECIPIENT AGREEMENT BETWEEN THE THE CITY OF POMPANO BEACH AND MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC., WHICH PROVIDED FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF $5,000; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The City entered into a CDBG Public Service Subrecipient Agreement with MUSIC, Inc. on November 2, 2015. The funds were to be used for personnel, supplies and materials necessary to provide MUSIC's cultural education programs to students who are residents of Pompano Beach. Unfortunately, the organization has failed to fulfill its obligations under the Agreement in a timely and proper manner as described in the attached May 9, 2016 letter. Funds will be reprogrammed to purchase Florida Prepaid Scholarships during this fiscal year for use in the 2016-2017 Blanche Ely Scholarship Program.

(1) Origin of request for this action: Office of Housing and Urban Improvement
(2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
(3) Expiration of contract, if applicable: September 30, 2016
(4) Fiscal impact and source of funding: CDBG Funds in the amount of $5,000

DEPARTMENTAL COORDINATION		DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
OHUI	6/29/16	Approval ✓	[signature]
City Attorney	6/30/16	Approval	[signature]
Finance	6/30/16		

X City Manager [signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	
Workshop			
1st Reading	1st Reading	Results:	Results:
2nd Reading			

pompano beach
Florida's Warmest Welcome

Office of Housing and Urban Improvement
100 West Atlantic Blvd., Rom 220
Pompano Beach, FL 33061
Phone: (954) 786-4659
FAX: (954) 786-5534
Email: OHUI@copbfl.com
www.pompanobeachfl.gov

May 9, 2016

Ms. Ethel M. Robinson-Burns
Motivated Unified Sound Impacting Communities, Inc. (M.U.S.I.C.)
180 NW 15th Place
Pompano Beach, Florida 33060

RE: FY 2015-2016 Public Service Programs Agreement - Termination

Dear Ms. Burns:

This letter is a follow-up to my February 4, 2016 email to you regarding CDBG Public Service Programs requirements regarding the eligibility of items submitted for reimbursement up to that date and the documentation supporting them.

Although we appreciate your efforts to correct the problems that were identified, M.U.S.I.C. is still not able to perform as required by the October 27, 2015 Public Service Programs Agreement between it and The City of Pompano Beach ("Agreement"). We are, therefore, terminating the Agreement in accordance with its Paragraph 9.1.3. Reasons for the termination include, but are not necessarily limited to:

- Failure to provide proof of client financial eligibility as required by 24 CFR 570.208. Some of the submitted intake sheets have addresses outside of Pompano Beach, and none of them match the names on the attendance record that was provided. We are unable to determine which, if any, of the students qualify for CDBG assistance.
- Submission of reimbursement requests for items that are not directly tied to delivery of the service (providing music education). Those items include food, costs for participation in promotional and community events, arts and crafts, etc. The Work Plan attached as Exhibit B to the agreement provides only for payment of teaching costs, supplies and other reasonable and necessary costs associated with the classroom activity.

No reimbursements were made to you while we tried to work through these issues, so no repayment needs to be made to the City.

We wish you the best of luck with your program and hope that you are able to find funding assistance with less rigorous requirements than the Federal programs administered by OHUI.

Sincerely,

Miriam Carrillo
Director

City Attorney's Communication #2016-943

June 23, 2016

TO: Mark Korman, Program Compliance Manager

FROM: Mark E. Berman, City Attorney

RE: Resolutions Terminating Subrecipient Agreements

As requested in your e-mail of June 17, 2016, I have prepared and attached the following forms of resolution:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA TERMINATING A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND FEEDING SOUTH FLORIDA, INC., WHICH PROVIDED FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**
>
> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA TERMINATING A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC., WHICH PROVIDED FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

MEB/jrm
L:cor/comdev/2016-943

Attachments

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA TERMINATING A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC., WHICH PROVIDED FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a Subrecipient Agreement between the City of Pompano Beach and Motivated Unified Sound Impacting Communities, Inc. for the funding and administration of Community Development Block Grant Projects by Resolution No. 2016-43; and

WHEREAS, Motivated Unified Sound Impacting Communities, Inc. has failed to fulfill and comply with the terms and conditions of said agreement by providing inadequate financial accounting and incomplete record keeping among other failures; and

WHEREAS, the said agreement provides for termination of the agreement in Paragraph 9.1.3 and 9.3.2 for failure of Motivated Unified Sound Impacting Communities, Inc. to fulfill in a timely and proper manner its obligations under the agreement; and

WHEREAS, the City Commission of the City of Pompano Beach finds that Motivated Unified Sound Impacting Communities, Inc. has, in fact, failed to fulfill in a timely and proper manner its obligations under the agreement; now, therefore,

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

SECTION 1. That the agreement between the City of Pompano Beach, Florida and Motivated Unified Sound Impacting Communities, Inc. dated the 2nd day of November 2015, and approved by City Resolution No. 2016-43 is hereby terminated for failure of Motivated Unified Sound Impacting Communities, Inc. to fulfill in a timely and proper manner its obligations under the said agreement.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm
6/23/16
L:reso/2016-250

O. 21

RESOLUTION NO. 2016-43

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a SUBRECIPIENT Agreement between the City of Pompano Beach and Motivated Unified Sound Impacting Communities, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Motivated Unified Sound Impacting Communities, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 27th day of October, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

City Of Pompano Beach
Approved / Received

OCT 15 2015

Office Of Housing And
Urban Improvement

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

THIS AGREEMENT (hereinafter the "Agreement") is entered into this 2nd **day of** November, **2015**, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Motivated Unified Sound Impacting Communities, Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

FUNDING SOURCE:	**Community Development Block Grant Funds**
AMOUNT:	**$5,000.00**
TERM OF THE AGREEMENT:	**October 1, 2015 - September 30, 2016**
IDIS NUMBER (to be completed by the City):	
DUNS NUMBER:	**024759769**
CDFA NUMBER:	**14.218**

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

ARTICLE I
EXHIBITS AND DEFINITIONS

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

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

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

Act or 24 CFR 570	Title I of the Housing and Community Development Act of 1974, as amended.
Agreement Records:	Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.
CDBG Program:	Community Development Block Grant Program.
CDBG Requirements:	The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida.
Department:	The City of Pompano Beach Office of Housing and Urban Improvement.
Federal Award:	Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.
Low-and-Moderate Income Person:	A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD.
U.S. HUD or HUD:	The United States Department of Housing and Urban Development.

ARTICLE II

BASIC REQUIREMENTS

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

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

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

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

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

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

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

2.5 Completion of an Authorized Representative Statement.

2.6 Completion of a Statement of Accounting System.

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

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

2.9 A letter accepting the 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 upon the date of execution **and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

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

3.4 LEVEL OF SERVICE:

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

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

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

4.2 INSURANCE:

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

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

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.2.3 General Liability Insurance

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

$ 300,000 General Aggregate

$ 200,000 Products/Completed Operations Aggregate

$ 200,000 Personal and Advertising Injury

$ 200,000 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

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

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

4.2.9 SUBRECIPIENT'S failure to obtain, pays for, or maintains 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 three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

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

4.5 CONTINGENCY CLAUSE:

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

ARTICLE V

AUDIT

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

5.1.1 If the SUBRECIPIENT expends $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".

The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

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

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

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

Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.

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

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

d) a schedule of findings and questioned cost which shall include the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".

5.1.2 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.

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. Specifically, the Subrecipient shall:

Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

The failure of Subrecipient to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

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

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

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

(a) The boundaries of the service area;

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

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

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

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

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

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

6.1.3 Equal Opportunity Records containing:

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

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

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

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

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

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

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

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

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

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

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

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

6.3 PROVISION OF RECORDS:

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

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

6.4 MONITORING:

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

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

by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

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

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

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

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

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

7.6 NON-DISCRIMINATION:

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

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

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

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

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

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of 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).

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

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

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

terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

ARTICLE VIII

PROGRAM INCOME

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

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

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

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

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

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

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

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

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

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

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

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

9.2 <u>SUSPENSION</u>:

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

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

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

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

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

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

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

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

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

9.3.2 Termination for Breach.

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

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

10.7 CONFLICT OF INTEREST.

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

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

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

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

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

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within 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

Ethel M. Robinson-Burns
Motivated Unified Sound Impacting Communities, Inc.
180 NW 15th Place
Pompano Beach, Florida 33060

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 United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

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

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

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

"SUBRECIPIENT"

Motivated Unified Sound Impacting Communities, Inc., a Florida not-for-profit corporation

Witnesses:

LISA-KAY SUTHERLAND
Printed Name

Lola Bramwell
Printed Name

By: Ethel M. Robinson-Burns
Signature

ETHEL M. ROBINSON-BURNS
Name Printed, Typed or Stamped

Title: PRESIDENT/CEO

(SEAL)

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15 day of October, 2015 by Ethel Robinson-Burns, as President of Motivated Unified Sound Impacting Com, Inc, a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced FL DL (type of identification) as identification.

NOTARY'S SEAL:

LOLA S. BRAMWELL
NOTARY
MY COMM. EXPIRES
JULY 25, 2016
NO. EE 219563
PUBLIC
STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA

Lola Bramwell
(Name of Acknowledger Typed, Printed or Stamped)

7/25/2016
Commission Number

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
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 2nd day of November, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** 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

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

EXHIBIT A

RESOLUTION NO. 2016-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC. PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a SUBRECIPIENT Agreement between the City of Pompano Beach and Motivated Unified Sound Impacting Communities, Inc., Inc. providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Motivated Unified Sound Impacting Communities, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

Exhibit B - Work Plan

Exhibit B

MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC.

WORK PLAN

Afterschool Program Weekly Schedule

School Year 2015 - 2016

Days	Times	Program Activities
Wednesdays	3:00pm to 6:00pm	Homework Assistance, Mentoring Music Theory Lessons (books used) Music Lessons with Instruments
Thursdays	3:00pm to 6:00pm	Homework Assistance, Mentoring Music Theory Lessons (books used) Music Lessons with Instruments
Fridays	6:00pm to 8:00pm	Music Theory Lessons (books used) Music Lessons with Instruments

Additional Activties:

We also conduct quarterly workshops. Workshop schedule is: December of 2015, April of 2016 and August of 2016.

End of School Year Music Recital. Next Music Recital will be in May, 2016.

Summer Program (Summer Music Camp) Weekly Schedule

Summer 2016

Days	*Times*	*Program Activities*
Mondays	9:00am to 2:00pm	Mentoring Music Theory Lessons (books used) Music Lessons with Instruments
Tuesdays	9:00am to 2:00pm	Mentoring Music Theory Lessons (books used) Music Lessons with Instruments
Wednesdays	9:00am to 2:00pm	Mentoring Music Theory Lessons (books used) Music Lessons with Instruments
Thursdays	9:00am to 2:00pm	Mentoring Music Theory Lessons (books used) Music Lessons with Instruments

Other Summer Activities:

End of Summer Music Recital. Next Summer Recital will be in August, 2016.

MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC.

KEY STAFF PERSONNEL

Ethel M. Robinson-Burns	Mentor
Tara Gocul	Music Instructor /Mentor
Giovanni Roper	Music Instructor
Jeremy Hicks	Mentor
Kito Brent-Harris	Summer Instructor
Josue Aristyld	Music Instructor / Mentor

EXHIBIT C

COMPENSATION AND BUDGET SUMMARY

Motivated Unified Sound Impacting Communities, 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 Motivated Unified Sound Impacting Communities, Inc. for the funding period beginning October 1, 2015 through September 30, 2016 is attached and hereby incorporated and made part of Exhibit C.**

The City shall pay Motivated Unified Sound Impacting Communities, Inc. (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **$5,000.00**.

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 submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.

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

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

Ethel M. Robinson-Burns, President — 10-15-2015

Name and Title — Date

Exhibit C

Music, Inc. - Operating Budget

2015 Budget : Summary by Program

	FY15 -2016	Summer	Total
Revenue			
Student Registration	2,500	2,000	4,500
Board Dues	720	-	720
Fundraisers and events	4,000	900	4,900
Donations	3,500	-	3,500
Grants	5,000	-	5,000
Total cash revenue	$ 15,720	$ 2,900	$ 18,620
Total Revenue	**$ 15,720**	**$ 2,900**	**$ 18,620**
Expenses			
Staff salary	3,500	2,880	6,380
Occupancy (rent and utilities)	6,000	-	6,000
Program Insurance	1,200	-	1,200
Legal, accounting	300	-	300
Equipment - Instruments	2,000	-	2,000
Office Supplies	300	200	500
Printing and copying	100	100	200
Telecommunications-cell, AOL	690	-	690
Quickbooks	156	-	156
Travel and meetings	1,500	1,000	2,500
Marketing and advertising	300	150	450
Contract services - Storage	630	-	630
Legal, accounting	300	-	300
Teaching supplies - Music, accessories	2,400	-	2,400
Annual State Fees	62	-	62
Website Renewal	118	-	118
Integrascan	50	-	50
Other - T Shirts	300	300	600
Misc. expense buffer	500	500	1,000
Total Expenses	**20,406**	**5,130**	**25,536**
Revenue over Expenses	(4,686)	(2,230)	(6,916)

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.

Motivated Unified Sound Impacting Communities, Inc.
SUBRECIPIENT

Ethel M. Robinson-Burns
PRINT NAME OF CERTIFYING OFFICIAL

Ethel M Robinson-Burns 10-15-2015
SIGNATURE OF CERTIFYING OFFICIAL DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per 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 Motivated United Sound Impacting Communities, Inc

Ethelin Robinson-Burns

PRINT NAME OF CERTIFYING OFFICIAL

Ethelin Robinson-Burns 10-15-2015

SIGNATURE OF CERTIFYING OFFICIAL DATE

EXHIBIT F

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

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

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

1. This sworn statement is submitted to CDPB–OFFICE OF HOUSING and URBAN IMPROVEM

By ETHEL M. ROBINSON-BURNS

PRESIDENT / CEO

(print this individual's name and title)

for MOTIVATED UNIFIED SOUND IMPACTING COMMUNITIES, INC

(print name of entity submitting statements)

whose business address is 188 NW 15th PLACE

POMPANO BEACH, FLORIDA 33060

and if applicable is Federal Employer Identification Number (FEIN) is 27-3474605

If the entity has no FEIN, include the Social Security Number of the individual signing this swom 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.

Ethel M. Robinson-Burns
(Signature)

Sworn to me and subscribed before me this 15 day of October, 2015.

Personally known _____

Or produced identification

Notary Public—State of Florida

FL DL
(Type of Identification)

My commission expires 7/25/2016

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

LOLA S. BRAMWELL
NOTARY PUBLIC
MY COMM. EXPIRES JULY 25, 2016
NO. EE 219563
STATE OF FLORIDA