

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
AGREEMENT BETWEEN THE CITY OF ORLANDO, FLORIDA
AND SENIORS FIRST**

This **CDBG Agreement** (hereinafter the “**Agreement**”) is made and entered into by and between the **City of Orlando**, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, (hereinafter referred to as the “City”), and **Seniors First, Inc.**, a Florida non-profit corporation, with a principal address of 5395 L.B. McLeod Road, Orlando, Florida, 32811 (hereinafter referred to as “Subrecipient” or “Seniors First”).

W I T N E S S E T H:

WHEREAS, the Community Development Block Grant Program (“CDBG”) is administered by the United States Department of Housing and Urban Development (“HUD”);

WHEREAS, the City is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974, in furtherance of its goal of promoting community development and improvement of public facilities, as further detailed in the Consolidated Plan for Housing and Community Development Programs 2011- 2016;

WHEREAS, Seniors First is a private non-profit corporation that provides services to enable senior citizens to remain in their homes and live independently;

WHEREAS, Seniors First has requested **One Hundred Fifty Thousand Dollars (\$150,000.00)** in FY 2014-2015 CDBG funds to provide for minor rehabilitation, weatherization, and accessibility improvements to approximately 30 homes owned and occupied by low- and moderate-income elderly residents 62 years of age and above under its Home Improvement/Weatherization Program, (hereinafter referred to as the “Program”);

WHEREAS, the rehabilitation Program is an eligible activity under the CDBG program in accordance with 24 CFR §570.202 (a)(1). It also meets the national objectives as required under 24 CFR §570.200 (a) (2) and 24 CFR §570.208 (a) (3);

WHEREAS, pursuant to this Agreement, these home improvements will be provided to homes owned and occupied by persons age 62 and over and who are low- and moderate-income;

WHEREAS, the City has determined that there is a public need to provide these services to benefit low- and moderate-income elderly homeowner occupants residing in the City of Orlando to promote the general health, welfare and/or safety of the community, and to that end, the City has allocated CDBG funds to Seniors First; and

WHEREAS, Seniors First has available the necessary qualified personnel, facilities, materials and supplies to perform such services and/or carry out such programs for low- and moderate-income elderly homeowners who reside in the City of Orlando and who are eligible and qualified to receive

said services and are within the income limits for low- and moderate- income persons as defined by HUD and contained herein in **Exhibit "A"** as attached hereto and made a part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration the sufficiency and receipt whereof being hereby acknowledged, the City and Seniors First agree as follows:

SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
2. **National Objectives and Use.** Seniors First certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program national objective of benefiting low- and moderate-income persons as required under 24 CFR 570.200(a)(2).
3. **The Grant.** Under the terms and conditions of this Agreement, the City has allocated **One Hundred Fifty Thousand and No/100 dollars (\$150,000.00)** in FY 2014-2015 CDBG funds to Seniors First towards the Project, as defined below. Seniors First is required to provide a 25% leverage to these funds. Any funds remaining unexpended or not disbursed to Seniors First by the City as of the termination date of this Agreement may be deobligated from this Agreement and made available for other City projects as determined by the City.
4. **Statement of Work/Program and Project Description.** Seniors First administers and operates a housing rehabilitation program known as the Home Improvement/Weatherization Program which is a program to provide for minor rehabilitation, weatherization, and accessibility to elderly homeowners, aged 62 and over, who are residents of the City of Orlando and who are low- and moderate-income, as defined by HUD for the CDBG Program. As a part of the Program, Seniors First shall complete the rehabilitation of approximately thirty (30) homes owned and occupied by elderly homeowners, aged 62 and over, who are City residents and who are low-and moderate-income according to HUD income guidelines attached hereto as **Exhibit "A"** (hereinafter referred to as the "Project"). Additional program requirements for the Project are attached as **Exhibit "B"** and made a part hereof by this reference. The Budget is attached as **Exhibit "C"** and made a part hereof by this reference. During the term of this Agreement, Seniors First agrees to work diligently towards the completion of the Project and complete the Project by September 30, 2015. If it is determined that Seniors First will be unable to complete the rehabilitation of these homes within the term, Seniors First must submit a request for an extension to the City for consideration. This request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can be reasonably accomplished. Seniors First's failure to work diligently toward completing the Project and incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the City may cease disbursing any other funds pursuant to this Agreement so that the City can reallocate the funds for other uses or projects.

5. **Goals and Performance Measures; Implementation Schedule.** In carrying out the Project, Seniors First will perform the described tasks in conformance with the schedule below:

Seniors First will complete the rehabilitation of approximately 15 homes by May 1, 2015.

Seniors First will complete the rehabilitation of approximately 30 homes by September 30, 2015.

6. **Staffing.** Seniors First shall assign the following staff or key personnel to this Project:

Director, Home Improvement/Weatherization Program; Home Improvement/Weatherization Program Assistant; Income Screener; and seven (7) Home Improvement/Weatherization Technicians – all whose hours may vary based on the individual client and level of rehabilitation to the home.

7. **Performance Monitoring.** The City will monitor the performance of the Seniors First against the goal and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Seniors First within thirty (30) days after being notified by the City, the City will terminate this Agreement and all funding will end. Seniors First must return any unused funds within 5 days of the Housing and Community Development Department Director's written request.
8. **Budget.** Seniors First shall use the grant proceeds for eligible expenses permitted under the CDBG regulations as set forth in 24 CFR Part 570 and in accordance with the Budget attached hereto as **Exhibit "C"** and made a part hereof by this reference. Expenditures shall be directly attributable to the provision of the weatherization, home repairs and accessibility improvements under the Program. Any changes in budget line items, including additions, must be requested in writing and must be approved by the City's Housing Director in the Housing and Community Development Department before related expenditures can be undertaken. Seniors First shall be responsible for any cost overruns above the grant amount of \$150,000.00. Seniors First shall not use any CDBG funds for prohibited activities as set forth in 24 CFR §570.207. Seniors First acknowledges and agrees that any funds not used in accordance with permitted CDBG regulations and the Budget must be repaid to the City.
9. **Term.** This Agreement shall be in effect for the period commencing October 1, 2014 and terminate September 30, 2015. Costs may not be incurred after September 30, 2015 without a written amendment to this Agreement. Notwithstanding anything herein to the contrary, Seniors First's obligations to the City shall not end until all close-out requirements are completed, including, but not limited to, such things as making final payments, disposing of program assets, and retention of records. Also, notwithstanding the foregoing, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Seniors First remains in control of CDBG funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Agreement.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

1. **Applicable Laws and Regulations.** Seniors First shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all CDBG program requirements, 24 CFR Part 570, and other laws and regulations governing the use of these funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. It is Seniors First's responsibility to read, understand, and comply with these laws and regulations. In addition, Senior's First shall abide by any and all other applicable federal or state laws, rules, regulations, and policies governing the funds provided under this Agreement, whether presently existing or hereafter promulgated. Seniors First shall also comply with all other applicable federal, state or local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the City's Land Development Code and Building Code.

2. **Uniform Administrative Requirements and Cost Principles.** Seniors First shall comply with the uniform administrative requirements specified at 24 CFR §570.502 and §570.610. Seniors First also agrees to comply with the provisions of OMB A-110 (implemented at 24 CFR Part 84) or the related CDBG provision, as specified in 24 CFR §570.502(b). Seniors First shall comply with the requirements and standards as set forth in Office of Management and Budget ("OMB") Circulars A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Seniors First also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan, if applicable. Seniors First agrees to comply with the Program Requirements set forth in **Exhibit "D"** which is attached hereto and made a part hereof by this reference.

3. **Volunteer Labor/Subcontracting/Third Party Contracts.** The work to be performed under this Agreement shall be performed by the Program staff or by volunteer labor supervised by the Program staff. Seniors First shall comply with the regulations in 24 CFR Part 70 which apply to the use of volunteers. If any work needs to be contracted out instead of using volunteers, Seniors First must notify the Director of the Housing and Community Development Department immediately so that Seniors First can be advised of the rules and regulations to be followed to have the work done by contractors that include procurement rules and labor rules, such as Davis Bacon and others.

If Seniors First hires contractors, Seniors First shall procure all material, property, or services in accordance with the requirements of 24 CFR part 84, as described in 24 CFR 570.502(b). All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination or expiration of this Agreement.

Third parties may be procured for a variety of services including but not limited to construction and rehabilitation services. Seniors First shall insure that all subcontracts let in the performance of the Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements and secure at least three price quotes from qualified contractors. Seniors First shall not enter into any subcontract with any entity, agency or individual in the performance of this Agreement without the written consent and approval of the City's Housing and Community Development Director prior to execution of the agreement or contract.

Seniors First agrees to furnish to the City a copy of each third party contract it enters into an agreement with for the performance of work to be undertaken within the scope of this Agreement along with documentation concerning the selection process. The lowest and most responsive bidder shall be selected by Seniors First. Furthermore, Seniors First shall incorporate in any and all such contracts with third parties provisions which will obligate each of its subcontractors or partners to comply with all applicable federal, state, and local laws, rules and regulations to be adhered to in accordance with all parts of this Agreement and comply with all affirmative action laws, nondiscrimination requirements, anti-kickback requirements, federal labor standard provisions, and lobbying prohibitions issued by various federal agencies applicable to this program. Seniors First shall require and monitor compliance by all contractors, subcontractors and other third parties. Seniors First will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in the monthly report. The City shall not be obligated or liable hereunder to any party Seniors First enters into agreements with for the Project.

All work completed under this Agreement must be completed in a workmanlike manner, comply with the City of Orlando Building Codes, comply with the Architectural Barriers Act and Americans with Disabilities Act as required pursuant to 24 CFR §570.614. Seniors First shall accept referrals from the City's Housing Rehabilitation Program and give these referrals priority over Seniors First selected projects not yet under contract.

4. **Records to be Maintained.** Seniors First shall maintain all records required by 24 CFR §570.506 and 24 CFR §84.53, as modified by 24 CFR §570.502 regarding records that must be maintained for the Project. Such records shall include but are not limited to:

- a.) Records providing a full description of each activity undertaken, and its CDBG eligibility, including its location and the amount of CDBG funds budgeted, obligated and expended for the activity;
- b.) Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program (i.e. the criteria set forth in 24 CFR §570.208);
- c.) Records required to determine the eligibility of activities;
- d.) Records for each activity carried out for the purpose of providing or improving housing which is determined to benefit low- and moderate-income persons including the total cost of the activity, including both CDBG and non-CDBG funds and the size and income eligibility of each person or household to demonstrate eligibility;
- e.) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f.) Records which demonstrate compliance with the requirements in 24 CFR §570.505 regarding any change of use of real property acquired or improved with CDBG assistance;
- g.) Records that demonstrate compliance with citizen participation requirements;

- h.) Records which demonstrate compliance with requirements in 24 CFR §570.606 regarding acquisition, displacement, relocation, and replacement housing;
- i.) Records documenting compliance with all Fair Housing and Equal Opportunity regulations;
- j.) Financial records that document all transactions and that can be properly documented and audited, as required by OMB Circular A-110, 24 CFR Part 570.502 and 24 CFR 84.21 – 28 including but not limited to invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and construction progress schedules signed by the general contractor;
- k.) Records and agreements related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in 24 CFR §570.513;
- l.) Other records necessary to document compliance with Subpart K of 24 CFR part 570;
- m.) Copies of all bid documents, bids received, RFPS, RFQs and any other procurement documents;
- n.) Copies of all third party or subcontracts; and
- o.) Detailed records of Seniors First’s organization, financial and administrative systems, and the specific CDBG-funded project or activities.

Please note that the above descriptions are brief and provide only a summary of the records Seniors First is required to maintain. Seniors First agrees to consult 24 CFR §570.506 for a detailed description of the required records.

5. **Property Records.** Seniors First shall maintain real property inventory records which clearly identify properties purchased, improved or sold, if applicable. Properties retained shall continue to meet eligibility criteria and shall conform with the “changes in use” restrictions specified in 24 CFR parts 570.503(b) (7), as applicable. If the property is rental property, Seniors First shall maintain records demonstrating the rent charged, or to be charged and such information as necessary to show the affordability of units occupied by low- and moderate-income households. For any homebuyer assistance, Seniors First shall retain all evidence of each homebuyer’s household eligibility and the size and income of each household. If any properties are rehabilitated, Seniors First shall retain evidence of each homeowner’s eligibility and size and income of each household, a pre-rehabilitation inspection report describing the deficiencies in each property to be rehabilitated and the scope of the rehabilitation per property.

6. **Retention of Records.** All records must be accurate, complete and orderly. Seniors First shall retain all accounting records, financial records, statistical records, supporting documents, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by the general contractor, and all other documents pertinent to the Project and this Agreement as requested by the City, in accordance with the requirements of 24 CFR §84.53, as modified by 24 CFR §570.502 for a period of five (5) years. This retention

period begins on the date of the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported for the final time. Notwithstanding the above, if any records are the subject of litigation, claims or audit, that started before the expiration of the five year period, then such records must be kept until such litigation, claims, or audit findings have been resolved or completion and resolution of all of the issues, for a period of five (5) years thereafter. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Records for real property and equipment acquired with these CDBG funds shall be retained for five (5) years after final disposition.

7. **Monitoring and Inspections/Access to Records.** All files and records shall be made available for review to the City's Housing and Community Development Department, the City's Office of Internal Audit and Evaluation, Comptroller General, HUD, the Inspector General and/or any of their authorized representatives, who shall have access to and the right to examine any of the said records, documents or papers related to the Project during normal business hours and any other reasonable time requested by the City or HUD. This includes timely and reasonable access to Seniors First personnel for the purpose of interviewing and discussion related to said documents. This same right to review and access will be imposed upon any third party or subcontractor and it is Seniors First's responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all federal, state, and local laws and regulations. Seniors First shall monitor the progress of the Project covered by this Agreement and shall submit appropriate reports to the City.

The City shall monitor Seniors First performance and financial and programmatic compliance. Seniors First shall allow on-site monitoring of the Seniors First facility, its programs, and the homes it rehabilitates on as frequent a basis as the City deems necessary and at any other time that may be required by HUD to determine compliance with CDBG regulations and this Agreement. Seniors First shall also furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein. This section shall survive termination of this Agreement.

8. **Audits and Financial Statements:**

- (a) Seniors First shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.
- (b) In addition, if expending more than \$500,000 of Federal awards during an operating year, Seniors First shall comply with the audit provisions contained in OMB Circular A-133, 24 CFR §84.26 and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Seniors First shall submit its annual audit to the City and within one hundred twenty (120) days of the end of their fiscal year. Senior's First must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were

not expended in accordance with the conditions of this Agreement, Seniors First shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Seniors First of such non-compliance. Any reimbursement by Seniors First shall not preclude the City from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments.

- (c) Seniors First also agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits or financial monitoring the City feels necessary at any time during the term of this Agreement or pursuant to any HUD request.

9. **Program Income.** Seniors First shall report all Program Income, as defined at 24 CFR §570.500, in a monthly report to the City's Housing and Community Development Department. Documentation of the receipt of Program Income, such as supporting schedules identifying the project and the source of income, must be submitted to the City within five (5) days of its receipt. Upon expiration or earlier termination of this Agreement, Seniors First shall transfer all CDBG Program Income to the City within five (5) days of the expiration or termination. If Seniors First receives any Program Income after this Agreement expires or is terminated, Seniors First shall immediately remit said Program Income balances to the City as required in 24 CFR §570.503 (b)(3) and (b) (4) within five (5) days of receipt. If applicable, Seniors First shall file reports of Program Income as set forth in the below section entitled "Reports".

10. **Reports.** Seniors First shall file reports in accordance with the Reporting Schedule attached as **Exhibit "E"**. Seniors First shall provide the City's Housing and Community Development Department with monthly, quarterly, and annual reports concerning the progress of the Project, in the form attached as **Exhibit "F"**. The report shall include the following information: (1) number of home improvement projects completed during the month; (2) name and address of each homeowner receiving repairs; (3) narrative statement of related home improvement activities; (4) CDBG costs of projects committed and underway, but not completed during the month on the Projects Underway Report and the status of the rehabilitation on each home; (5) such other information as may be considered appropriate by the City, such as client data demonstrating client eligibility including, but not limited to, client name, address, ethnicity, race, gender, age, head of household, income level, or other basis for determining eligibility. Seniors First shall also submit the demographic information as to gender, race and income on the Report attached as **Exhibit "F"**. Seniors First shall also file a Personnel Activity Report for personnel activities including but not limited to duties performed and time allocated in the form attached hereto as **Exhibit "F-1"**. Seniors First shall also file and report on such other information as may be considered appropriate by the City. The monthly status reports shall be due on the 10th of each month for activities conducted during the preceding month. The quarterly reports are due the 10th day of the month following the end of the quarter for March, July, September and December. Annual reports are due by October 31, 2015 for activities conducted during the preceding year (October 1, 2014 – September 30, 2015).

11. **Reversion of Assets.** The use and disposition of property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24§ CFR 570.502, 570.503, 570.504, and 570.505 as applicable, which include but is not limited to the following:

1. Seniors First shall transfer to the City any CDBG funds or Program Income on hand at the time of expiration or termination of this Agreement and any accounts receivable attributable to the use of CDBG funds as required by 24 CFR §570.503 (b)(7).
2. If this Agreement involves any real property under Seniors First's control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000, then the real property:
 - a) shall continue for a period of not less than five years following the expiration of this Agreement to be used to meet one of the CDBG national objectives cited in 24 CFR §570.208; or
 - b) if Seniors First fails to use the property in accordance with paragraph a) above, Seniors First shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement to the property. The payment shall be considered Program Income to the City.

12. **Indirect Costs.** If indirect costs are requested for reimbursement, Seniors First will develop an indirect cost allocation plan for determining the appropriate Seniors First allocation of administrative costs and shall submit such plan to the City for approval in a form specified by the City. This indirect cost allocation plan must be submitted before any funds will be disbursed under this Agreement.

13. **Payment Procedures/Reimbursement of Funds.** This is a cost reimbursement agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in the Budget, attached hereto as **Exhibit "C"** and for which Seniors First has made payment. Upon compliance with the terms of the Agreement, the City will disburse funds to Seniors First only after completion of the work has been verified and after receipt and approval by appropriate City personnel of a "Request for Reimbursement" which shall be in accordance with the Budget specifying the services performed and expenses incurred. Reimbursements shall be requested no more frequently than once a month and shall be submitted in form and content satisfactory to the City. All requests for reimbursement must be accompanied by adequate billing documentation of payment for eligible expenses (i.e. invoices, receipts, bills from vendors, copies of checks, lien waivers, affidavits, applications, certifications, time sheets, etc...) and other supporting documentation as the City may request. Requests for reimbursement shall include adequate documentation of expenditures and all other information described in **Exhibit "D"**, attached hereto and incorporated herein by reference. No interest shall be earned on grant proceeds. All requests for reimbursement to the City must be signed by an authorized signatory of Seniors First.

Notwithstanding anything herein to the contrary, Seniors First shall not request reimbursement from the City under this Agreement for any portion which has been paid from another source of revenue and further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. **Withholding Payments.** The City's obligation to reimburse Senior's First is conditioned on Senior's First full compliance with this Agreement. A breach of this Agreement is grounds for non-payment by the City.

SECTION 3. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

1. **Displacement, Relocation, Acquisition and Replacement of Housing.** In accordance with 24 CFR §570.606, Seniors First shall take all reasonable steps to minimize the displacement of persons as a result of activities funded under this Agreement. Any persons displaced shall be provided with relocation assistance to the extent permitted and required under applicable regulations. Seniors First shall comply with 1) the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (URA), and the implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b); 2) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and 3) the requirements in 24 CFR §570.606(d) governing relocation policies established by the City. Seniors First shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations, rules, and documents. Seniors First shall provide relocation assistance to persons (families, individuals, businesses nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG assisted project. Seniors First shall comply with 24 CFR §570.606 and shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR §570.506.

SECTION 4. PERSONNEL AND PARTICIPANT CONDITIONS.

1. **Non-Discrimination.** In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, religion, natural origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. Seniors First shall comply with 42 U.S.C. §5309, 24 CFR §570.602 and 24 CFR Part 6. Seniors First shall at all times comply with sections 104(b), 107 and 109 of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) (Non- Discrimination in federally – assisted programs); and implementing regulations in 24 CFR Part 1.

Seniors First shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by Seniors

First shall include a provision for compliance with these regulations. Seniors First shall keep records and documentation demonstrating compliance with these regulations.

2. **Equal Employment Opportunity.** Seniors First shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "G"**, and made a part hereof by this reference. Any contracts or subcontracts entered into by Seniors First or its contractors shall include a provision for requiring compliance with these regulations and will, in all solicitations or advertisements for employees state that is an Equal Opportunity/Affirmative Action employer. Seniors First shall keep records and documentation demonstrating compliance with these regulations.

3. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Seniors First shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, provided that the City and the United States are beneficiaries of and entitled to enforce such covenants. Seniors First, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. **Handicapped Accessibility Requirements.** Seniors First shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (42 U.S.C. §12131) and its implementing regulations in 28 CFR Parts 35 and 36, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by Seniors First shall include a provision for compliance with these regulations. Seniors First shall keep records demonstrating compliance with these regulations.

5. **Utilization of Minority/Women's Business Enterprises.** Seniors First will use its best efforts to ensure that minority/women's business enterprises are afforded the opportunity and included for consideration for participation in all construction, supply or service contracts or in the performance of this Agreement. Seniors First shall comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). Any contracts entered into by Seniors First shall include a provision for compliance with these regulations. Seniors First shall keep records demonstrating compliance with this provision.

6. **Political Activities.** Seniors First shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities.

Seniors First further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act) or 24 CFR §570.207(a) (3).

7. **Anti-Lobbying Provision.** Seniors First shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. Seniors First shall complete and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "H"** and made a part hereof by this reference. Seniors First shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Agreement.

8. **Conflict of Interest.** In the procurement of supplies, equipment, construction and services, Seniors First shall comply with the conflict of interest rules in 24 CFR §84.42. Seniors First shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §84.42. Such cases include the acquisition and disposition of real property and the provision of assistance by Seniors First to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation).

The general rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted CDBG funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient, or of any designated public agencies or of subrecipients (Seniors First) that are receiving CDBG funds. Seniors First agrees and warrants that it will establish and adopt safeguards to prohibit members, officers, employees and the like from using positions for a purpose that is or gives the appearance of being motivated for private gain for themselves or others with whom they have family, business, or other ties. Seniors First shall also keep records supporting requests for waivers of conflicts.

9. **Section 3 of the Housing and Urban Development Act of 1968 / Equal Opportunity.** Seniors First shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and its implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low- and moderate-income persons and the use of local businesses, if applicable. Seniors First shall comply with the provisions of the "Section 3 Clause", attached hereto as **Exhibit "I"** and made a part hereof by this reference, and require all subcontracts to contain a copy of the Section 3 clause. Seniors First shall also keep records demonstrating compliance with these regulations, including 24 CFR §570.506(g)(5).

10. **Faith-based activities.**

(a) Equal treatment of program participants and program beneficiaries. (1) Program participants. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal Government or a State or local government receiving funds under the CDBG program shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(b) Separation of inherently religious activities. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.

(c) Religious Identity. A faith-based organization that is a recipient or subrecipient of CDBG program funds will retain its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a CDBG -funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(d) Beneficiaries. An organization that participates in the CDBG program shall not in providing program assistance discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(e) Structures. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG -funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG -funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (24 CFR parts 84 and 85).

11. **Drug Free Workplace.** Seniors First will provide a drug-free workplace. Seniors First shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part

2429 regarding maintenance of a drug-free workplace. Seniors First shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "J"** and made a part hereof by this reference. Seniors First shall ensure that the provisions of the clauses in **Exhibit "J"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor. Seniors First will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

12. **Program Requirements.** Seniors First agrees to comply and carry out all of its activities in accordance with the program requirements set forth in 24 CFR 570, subpart K.

13. **Fair Housing Act and Non-Discrimination and Equal Opportunity in Housing under E.O. 11063.** Seniors First shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100, Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and their implementing regulations in 24 CFR Part 107 and shall keep records demonstrating compliance with this provision.

14. **Equal Access/Prohibition of Inquiry on Sexual Orientation or Gender Identity.** No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

15. **Resident Aliens.** Seniors First shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

16. **Debarment and Suspension.** Seniors First shall comply with the debarment and suspension requirements set forth in 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 24 CFR Part 2424. Seniors First shall not enter into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which is made a part of this Agreement by reference. In the event that Seniors First has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Seniors First shall keep copies of the debarment and suspension certifications required by 24 CFR Parts 2424 and a copy of the sheet documenting that the federal debarment list was checked.

17. **Building, Zoning, Orlando City Code, and Permits.** Seniors First agrees to comply with all laws of the State of Florida and the Orlando City Code. In particular, Seniors First shall comply

with all applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.

18. **Agreement between City and HUD.** Seniors First agrees that it shall be bound by the standard terms and conditions used in the CDBG Agreement between the City and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement or subsequent to the execution of this Agreement by the parties hereto.

19. **Fees for Use of Facilities.** Reasonable fees may be charged for the use of the facilities assisted with CDBG funds, but charges such as excessive membership fees, which have the effect of precluding low- and moderate-income persons for using the facilities, are not permitted.

20. **Registration:** Senior's First agrees to maintain a current registration in the federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act, P.L. 109-282, as amended by section 6202(a) of P.L. 110-252. If Senior's First is not currently registered, it must do so within ten (10) days of the date Senior's First executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. Senior's First shall also complete and sign the Affidavit attached hereto as **Exhibit "K"** in conjunction with its execution of this Agreement and provide any supporting documentation, if required.

SECTION 5. ENVIRONMENTAL.

1. **Environmental Review Requirements.** In accordance with 24 CFR §570.604 and 24 CFR Part 58, the activities under this Agreement are subject to environmental review requirements. CDBG regulations require the preparation of an Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. City staff will prepare the ERR. Seniors First is not required to assume responsibility for an environmental review or assessment of this program pursuant to 24 CFR Part 58, nor responsibility for initiation of an intergovernmental review of this program and its activities (24 CFR §570.604). However, Seniors First is required to provide information about its activities in order for the City to comply with its responsibility under 24 CFR Part 58. Seniors First shall submit to the City the names and addresses of each homeowner, the proposed scope of work for each home, and an estimate of cost of the work to be undertaken at least forty-five (45) days prior to commencement of work. Seniors First also agrees to assist the City in addressing environmental issues that may arise during the City's review process.

2. **Environmental Protection.** Seniors First and its contractors shall comply with all applicable standards, orders or regulations of the Clean Air Act (42 U.S.C. §7401 et. seq.); Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. Section 1368); Executive Order 11738; the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et. seq.); EPA regulations pursuant to 40 CFR Part 50; National Environmental Policy Act of 1969; standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act; and

HUD Environmental Review Procedures at 24 CFR Part 58. Violations shall be reported to the City, HUD and EPA.

3. **Flood Disaster Protection.** Seniors First shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4106) and implementing regulations in 44 CFR Parts 59 through 79 in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

4. **Flood Insurance Program.** Should any construction or rehabilitation of existing structures with assistance provided under this Agreement occur in an area identified as having special flood hazards by the Director of Federal Emergency Management, Seniors First agrees to comply with all relevant and applicable provisions of 24 CFR §570.605 concerning the National Flood Insurance Program. Seniors First agrees that if any portion of any property improved in connection with this Project is located in a special flood hazard area that flood insurance will be required by the City and must be provided by the homeowner.

5. **Lead-Based Paint.** Lead-based paint is prohibited in the construction or rehabilitation of any properties assisted under this Agreement. Seniors First agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, which requires compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations at 24 CFR Part 35, of which subparts A, B, J, K, and R apply to the CDBG Program. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice shall also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and abatement may be conducted. Seniors First shall maintain records demonstrating compliance with these requirements.

6. **Historic Preservation.** Seniors First agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 CFR §800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list. Seniors First shall notify the City CDBG representative immediately upon determining that a property may fall into this category.

SECTION 6: DEFAULTS AND REMEDIES

1. **Events of Default.** If Seniors First fails to comply with any term of this Agreement or any of the following, it shall constitute an Event of Default under this Agreement:

- a.) failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including, but not limited to, 24 CFR Parts 570 or such statutes, laws, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b.) fails to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following notice thereof given by the City to Seniors First;
- c.) failure to fulfill in a timely and proper manner its obligations under this Agreement;
- d.) ineffective or improper use of funds provided under this Agreement;
- e.) submission by Seniors First at any time of any material representation in any certification, report or communication the City that is determined by the City to be false, incomplete, misleading, or incorrect in any material manner;
- f.) if Seniors First does not disclose to the City, upon demand, the name of all persons with whom Seniors First has contracted or intends to contract with for the construction or management of any portion of the Project, including contracts for services and/or labor; or
- g.) if any other default occurs under any of the grant documents executed by Seniors First in connection with this grant by the City (herein the "Grant Documents") which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the grant documents, or if there is no cure period set forth, then within five (5) days following the date of notice to Seniors First thereof.

Notwithstanding any of the forgoing provisions to the contrary, if Seniors First has failed to cure any default within (5) days prior to the expiration of any applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

2. **No Waiver.** Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

3. **Remedies/ Suspension and Termination.** If Seniors First fails to comply with any term of this Agreement or upon the occurrence of any Event of Default or any other breach of this Agreement, the City may suspend or terminate this Agreement, in whole or part, without notice, and withhold all funding, demand repayment for any funds disbursed, terminate all payments, reduce the allocation, and/or exercise all rights and remedies available to it under the terms of this Agreement, the Grant Documents, under statutory law, equity or under common law. If the City terminates this Agreement due to Seniors First's breach of this Agreement, Seniors First shall

forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, Seniors First may also be required to refund all CDBG funds awarded by the City. The City may also exercise any one or more of the actions contained in 24 CFR §85.43 (a)(1-5). The City may also terminate this Agreement for convenience in accordance with 24 CFR §85.44.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

SECTION 7: INDEMNIFICATION AND INSURANCE

1. **Indemnification.** Seniors First shall defend, indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with Seniors First's performance or non-performance of this Agreement or because of or due to the existence of the Agreement itself.

2. **Environmental Indemnification.** Seniors First shall indemnify and hold the City harmless from any claim arising from, or in any way related to, the environmental condition of the Project, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and shall not be construed to commence only upon realization by the City of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification agreement shall not be construed as an indicia of ownership, management or control of the Project by the City and Seniors First hereby recognizes and acknowledges that the City is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of this Agreement.

3. **Insurance.** Without limiting Seniors First's indemnification, Seniors First shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described, concerning its operations. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to the City prior to execution of this Agreement. The City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. The City, its officers and employees shall be named as an additional named insured on all policies of liability insurance.

- a.) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policies shall provide that the coverage shall be primary for losses arising out of Seniors First's performance of the Agreement. Neither the City nor any of its insurers shall be required to contribute to any such

loss. The required certificate shall be furnished by Seniors First prior to execution of this Agreement.

- b.) At least thirty (30) calendar days prior to the expiration of any of the above referenced insurance policies, Seniors First shall provide the City with evidence of the renewal of said insurance policies in a form satisfactory to the City.
- c.) The policies and insurance which may be required by the City include:
 - 1. Commercial General Liability Insurance. Commercial general liability insurance to include, but not be limited to bodily injury and property damage coverage. The policy's limit liability amount shall not be less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.
 - 2. Workers' Compensation Coverage. Workers' Compensation insurance for all of its employees in an amount and with coverage to meet all requirements of the laws of the State of Florida.
 - 3. Flood Insurance. Flood insurance as required under applicable HUD regulations.
 - 4. Business Automobile Liability Insurance. Automobile liability insurance coverage in the minimum amount of Five Hundred Thousand Dollars (\$500,000) per occurrence for BI/PD, including owned, hired and non-owned vehicles regardless of number of passengers transported.
 - 5. Employee Fraud Insurance. Sufficient insurance to protect from loss due to fraud, theft, and physical damage and shall purchase a bond or insurance covering all employees for theft or fraud.
 - 6. Bonding and Insurance requirements. Bonding and insurance requirements of 24 CFR 84.31 and 84.48.
 - 7. Property/ Building Insurance. Property or building insurance for the replacement value of the properties.

SECTION 8: MISCELLANEOUS PROVISIONS

- 1. **Assignment.** Seniors First shall not assign or transfer any interest in this Agreement without the prior written consent of the City.
- 2. **No Grant of Vested Rights.** This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by Seniors First or any of the homeowners it assists.

3. **Independent Contractor.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/ employee or joint venture partner between the City and Seniors First. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Seniors First is an independent contractor. Seniors First agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of any positions funded in whole or in part with CDBG funds.

4. **Severability.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition, provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained and all other parts shall nevertheless be in full force and effect.

5. **Entire Agreement/Modification.** This Agreement, together with all of the Exhibits, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Agreement may only be modified in writing, signed by both of the parties hereto.

6. **Notices.** Whenever by the terms of this Agreement, notice is to be given to either party, such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid to:

Oren Henry, Director
Housing and Community Development Department
City of Orlando
400 S. Orange Avenue, 7th Floor
Orlando, Florida 32802

B. Marsha Lorenz, President
Seniors First, Inc.
5395 L.B. McLeod Rd.
Orlando, Florida 32811

7. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals this _____ day of _____, 2014.

ATTEST:

CITY OF ORLANDO, FLORIDA, a municipal corporation

By: _____
Alana Brenner, City Clerk

By: _____
Mayor / Mayor Pro Tem

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this _____ day of _____, 2014, by _____ and _____, well known to me to be the Mayor/Mayor Pro Tem and the City Clerk, respectively, of the City of Orlando, and who acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, that they were duly authorized so to do, and that they did take an oath.

Notary Public
Print Name: _____
My Commission expires: _____

SIGNATURES CONTINUE NEXT PAGE

SENIORS FIRST, INC., (Corporate Seal)

By: _____
Marsha L. Lorenz, President

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this _____ day of _____, 2014, by Marsha Lorenz, as President of Seniors First, Inc., a Florida non-profit corporation. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2014.

Chief Assistant City Attorney
Orlando, Florida

EXHIBIT “A”

STANDARDS OF ELIGIBILITY

**PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES AS ESTABLISHED
BY THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) 2014**

	<u>1</u> Person	<u>2</u> Person	<u>3</u> Person	<u>4</u> Person	<u>5</u> Person	<u>6</u> Person	<u>7</u> Person	<u>8</u> Person
VERY LOW INCOME (31% - 50%)	20,100	22,950	25,800	28,650	30,950	33,250	35,550	37,850
CDBG CONSIDERS INCOMES BELOW 50% TO BE LOW INCOME								
LOW INCOME (51 - 80%)	32,100	36,700	41,300	45,850	49,550	53,200	56,900	60,550
CDBG CONSIDERS ANY INCOME BELOW 80% TO BE MODERATE INCOME								

EXHIBIT “B”
Additional Program Requirements

1. Seniors First shall administer a housing rehabilitation program, known as the Home Improvement/Weatherization Program. Seniors First shall complete the rehabilitation of approximately thirty (30) eligible houses provided to homeowners aged 62 and over, who own and occupy their homes and reside in the city limits of Orlando, and who are or low- and moderate-income according to the income limits set forth by HUD for the CDBG Program.
2. Seniors First shall at all times maintain facilities in conformance with all applicable codes, licensing and other requirements for the operation of the Program.
3. Seniors First will accept applications and perform eligibility determinations. Only City residents who are homeowners aged 62 and over, who own and occupy their homes, and who are low- and moderate- income (under 80% MSA) will be eligible to receive these services.
4. Seniors First shall ensure that the numbers, background, and qualifications of the Seniors First staff are appropriate for the services provided and at least meet the minimum standards established by the pertinent licensing bodies.
5. All costs eligible for CDBG reimbursement offered by Seniors First under the Home Improvement/Weatherization Program shall only include costs directly related to the provision of the rehabilitation/home improvement/weatherization program as described in this Agreement.
6. The City’s CDBG funds shall be expended only for the items indicated in **Exhibit “C”** provided such expenditures are directly attributable to the rehabilitation/home improvement under the Home Improvement/Weatherization Program and provided to eligible homeowners aged 62 and over, residing within the City limits and income eligible as defined by HUD.
7. Seniors First shall complete detailed work write-ups of the rehabilitation to be performed, including estimated costs and material to be used. Seniors First will monitor the work to ascertain that the rehabilitation and work is proceeding properly and satisfactory. All construction must comply with the City’s building code and all zoning regulations. As rehabilitation progresses and invoices are submitted by contractors, Seniors First will verify that the expenses are reasonable, the work completed properly, the construction lien law is followed, and releases are obtained. Seniors First will authorize all disbursements to the contractors. In addition, Seniors First shall maintain case files, including applications and all documentation of eligibility, work write-ups, the assistance agreement between the property owner and Seniors First, contractor selection criteria, a copy of the contract between the owner and contractor, documentation on all necessary licenses and permits, site visits and final inspection reports, all releases, invoices and checks. Seniors First shall maintain these records in accordance with general record-keeping requirements set forth in this Agreement.

EXHIBIT “C”

BUDGET

Seniors First
“Home Improvement –Weatherization and Rehabilitation Program”
“FY 2014-2015”

Category			Amount
			CDBG
Position	Salary & Fringe	FTE	portion
Director	\$62,970	30.00%	\$18,891.00
Program Assistant	\$20,814	20.00%	\$4,162.80
Intake/Income Screener	\$34,036.00	20.00%	\$6,807.20
*Technicians	\$56,139.00	100.00%	\$56,139.00
Direct Personnel Cost Total			\$86,000.00
Construction Consultant			\$3,750.00
Repairs, Maintenance, Gas and Oil			\$3,000.00
Vehicle Insurance			\$6,000.00
Rehab Materials			\$51,250.00
Operating Expenses Subtotal			\$64,000.00
**Total CDBG Reimbursement			\$150,000.00

*The Technician Labor Rate is \$19.41 per hour; it includes 29.9% for fringe, taxes and insurance. This is charged on hours spent on each job.

**Leveraging of 25% is Required

EXHIBIT “D”
PROGRAM REQUIREMENTS

Subrecipient, in addition to the terms set forth in this Agreement, shall operate the Program funded through the City’s Community Development Block Grant Program according to the following guidelines:

1. Any equipment, furnishings and any other usable item purchased with the City’s CDBG Program contribution to Subrecipient for use in the Program shall be kept on an inventory and shall be made available to the City’s Housing Department for disposition upon termination of the City’s CDBG assistance to Subrecipient.

2. Subrecipient hereby agrees to maintain accounting systems with internal controls to safeguard the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with generally accepted accounting principles (GAAP) in accordance with 24 CFR Part 84 Administrative Requirements for Grants and Cooperative agreements with Institutions of Higher Education, Hospitals, and other non-profit organizations, and Federal OMB Circular A-110, Uniform Administrative Requirements-Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations.

3. Subrecipient’s accounting records must adequately identify the receipt and expenditure of all CDBG funds for each budget line item. There must be a separate accounting for each budgetary allocation as approved by the City’s Housing Department. Cash receipts and expenditures from other sources must be accounted for separately from CDBG funds; therefore, if Subrecipient maintains a common account for both CDBG and other funds, the accounting system must provide for the clear and easy identification of CDBG funds.

4. Accounting and related records of Subrecipient shall comprise the following as a minimum:

- a. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
- b. Books of Original Entry – Cash receipts and disbursements journal, general ledger. Chart of Accounts – Listing of accounts must be maintained in the accounting system.
- c. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- d. Attendance Records – Attendance records (individual time sheets) shall be maintained for all personnel paid with CDBG funds that are involved in operating the Program. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. Daily attendance records must support budgetary charges for payroll purposes.

- e. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All timesheets or Personnel Activity Reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Department. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.
 - f. Checking Accounts – A monthly bank reconciliation shall be conducted by Subrecipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
 - g. Purchasing Practices – Purchasing practices shall be at the very least in accordance with 24 CFR §84. Subrecipient must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate.
 - h. Inventories – Subrecipient, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.
 - i. Property Records – Subrecipient is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year.
5. Subrecipient should maintain records in an orderly manner, with separate identification for different Federal fiscal periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City's Housing and Community Development Department staff, the Inspector General, and U.S. Department of Housing and Urban Development officials and others who may be authorized to examine such records. Subrecipient is required to submit a statement in writing, 30 days after the execution of this contract, indicating measures taken or planned to be taken (including dates) with regard to adequate protection of records from fire. Failure to do so may constitute a default of this agreement resulting in suspension of reimbursement until said documentation is submitted.

EXHIBIT “E”

Reporting Schedule

A. Subrecipient shall submit a monthly status report to the City’s Housing and Community Development Department no later than ten (10) days after the last day of any month in which services assisted through the Community Development Block Grant Program have been provided. Failure to provide the monthly status report within the ten (10) day period will trigger a withholding of payment of subsequent reimbursements.

B. Subrecipient shall maintain client data demonstrating client eligibility for each low- and moderate- income household where services are provided. Such data shall include client name, address, number of persons in the household and household income, and such other information requested by the City’s Housing and Community Development Department. Such information shall be made available to City and/or HUD monitors or their designees for review upon request. Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City’s or Subrecipient responsibilities with respect to services provided under this Agreement, is prohibited by the U.S. Privacy Act of 1974 unless written consent is obtained from such person receiving services, and in the case of a minor, that of a responsible parent/guardian.

C. Upon fifteen (15) days notice by the City’s Housing and Community Development Department, Subrecipient shall provide the information requested by the City for submission of performance or other reports to HUD.

D. Between the required monthly status reporting dates, events may occur which have significant impact upon the project or program. In such cases, Subrecipient shall inform the City’s Housing and Community Development Department as soon as the following types of conditions become known:

1. Problems, delays or adverse conditions, which may materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the assistance needed to resolve the situation.
2. Favorable development or events, which will enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Method of Payment:

Payments under the Program shall be made on the basis of completed home improvement projects and submission of documentation as outlined in this Agreement between the City and Subrecipient. Subrecipient shall submit monthly requests for reimbursement to the City’s Housing and Community Development Department in accordance with the following:

1. The City’s Housing and Community Development Department shall authorize the reimbursement of Subrecipient for actual expenditures outlined in the budget as expressed in **Exhibit “C”** of this Agreement, except that the Housing and

Community Development Director, or her designee, may approve a variance with regard to variable costs. However, by May 1, 2015, at least 50% of the available allocation shall have been requested and at least 15 of the homes rehabilitated. If less than 50% of funds have been expended or less than 15 of the homes have been rehabilitated, the Director or her designee shall request a written explanation and may amend this Agreement to adjust the annual allocation.

2. Expenses incurred by Subrecipient will not be authorized for reimbursement by the City's Housing and Community Development Department if such expenses cannot be documented by receipts, invoices or other appropriate documentation and information. Furthermore, all requests for reimbursement submitted by Subrecipient to the City's Housing and Community Development Department shall not be reimbursable by the City if such expenditures were not expended directly for the provision of rehabilitation of homes and activity delivery costs to benefit low- and moderate-income persons in accordance with this Agreement.
3. Provided that the reimbursement requests are complete and undisputed, the City's Housing and Community Development Department shall authorize reimbursement of approved Program expenditure requests within thirty (30) days of receipt of such requests.
4. The monthly reimbursement requests shall include:
 - a. Name and address of each homeowner receiving repairs.
 - b. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and checks in payment.
 - c. Brief description of repairs undertaken during the month for which reimbursements are being requested.
 - d. Total cost of improvements.
 - e. Timesheets showing tenths of hours where work has been done by Subrecipient and staff and requested for reimbursement under this Agreement.
 - f. If applicable, if outside contractors have done the work, submit the contractor's invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

Exhibit F
Seniors First, Inc.
Monthly Status Report

Projects Completed

Name	Address	City	Zip	Home Improvement Activity(s) Completed	Age	Gender	Race / Ethnicity	Income Level	Disability	Project Costs

Total Project Costs

\$0.00

Number of projects completed during the month

For the Month of:

****This report is due on the 10th of each month for activities conducted during the preceding month.**

	Last Name	First Name	Address	Year Built	Zip	Proposed - Scope of Work to be performed <u>Example: Building Maintenance</u> - install ceiling fan, house address, new windows, door bell	Flood Plain Yes/No
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Exhibit "F-1"
PERSONNEL ACTIVITY REPORT

Employee's Name:									
Employee's Title:		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Description of Program Duties:									
Description of Program Duties:									
Description of Program Duties:									
Description of Program Duties:									

For the month of: _____

Employee's Signature: _____

Supervisor's Signature: _____

Enter activity description and hours worked on the Project for each day. Hours should match the employee’s weekly or bi-weekly payroll for the period ending. This report should be prepared on a monthly basis for each employee working on the Project and submitted along with the other monthly reports.

EXHIBIT "G"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR SUBRECIPIENTS AND THEIR CONTRACTORS AND SUBCONTRACTORS STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE – CONSTRUCTION OVER \$10,000

A. Equal Opportunity Clause:

Seniors First agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee or undertaken pursuant to any Federal Program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by on or behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT "H"

CERTIFICATION REGARDING LOBBYING

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 any 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 or will be 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.

(3) The 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-grant, and contracts under grants, and cooperative agreements) and that Subrecipient 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 prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this 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.

ATTEST:

Seniors First, Inc.
(Seal)

Date

By: _____
Marsha Lorenz, President

EXHIBIT “I”

SECTION 3 ECONOMIC OPPORTUNITY

SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (“HUD”) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. The purpose of section 3 is to ensure that to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder as evidenced by the execution of this contract. The parties to this contract certify and agree that they are under no contractual agreement or other disability which would prevent them from complying with these requirements.
- C. Subrecipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- D. Subrecipient will include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that Subrecipient is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. Subrecipient will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 25 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its subrecipients, and its successors, and assigns to those sanctions specified by the CDBG Program Agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Agreement for default and debarment and suspension from future HUD-assisted contracts.

EXHIBIT “J”

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Orlando and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. Subrecipient certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Subrecipient’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. Subrecipient’s policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - E. Notify the City’s Housing and Community Development Department and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
2. Subrecipient shall insert in the space provided on the attached “Place of Performance” form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City’s Housing and Community Development Department and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised “Place of Performance” form.

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: Seniors First, Inc.

Program Name: Home Improvement – Weatherization and Rehabilitation

Grant : Community Development Block Grant

Date: October 1, 2014 through September 30, 2015

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under this Agreement:

Place of Performance (include street address, city, county, state, zip code for each site):

Check ____ if there are work places on file that are not identified here.

ATTEST:

Seniors First, Inc. (Corporate Seal)

Date

By: _____
Marsha Lorenz, President

EXHIBIT “K”

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act’s section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity In the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, _____ (print name), hereby swear or affirm that:

I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

_____ I attest that _____ (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

_____ I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency **MUST** attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature of President/Executive Director/Board Chair

Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Affidavit was acknowledged before me this ___ day of _____, 20___, by _____ on behalf of _____ (agency name) and is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: