

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
AGREEMENT BETWEEN THE CITY OF ORLANDO, FLORIDA
AND CONSUMER CREDIT COUNSELING SERVICE
OF GREATER ATLANTA, INC. d/b/a
CLEARPOINT FINANCIAL SOLUTIONS, INC. (CLEARPOINT)**

THIS 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 **Consumer Credit Counseling Service of Greater Atlanta, Inc. d/b/a Clearpoint Financial Solutions, Inc.**, a foreign non-profit corporation existing under the laws of Florida, with a local mailing address of 3191 Maguire Blvd, Ste. 100, Orlando, Florida 32803 (hereinafter referred to as “Subrecipient” or “CLEARPOINT”).

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, CLEARPOINT is a private non-profit organization that provides housing counseling services to low and moderate income citizens;

WHEREAS, CLEARPOINT has requested **Ten Thousand and Twenty Dollars and No Cents (\$10,020.00)** in FY 2013-2014 CDBG funds to provide seminars for first time homebuyers, and pre-purchase and foreclosure prevention counseling services to homebuyers within the City limits (hereinafter referred to as the “Program”); and

WHEREAS, the Program is an eligible activity under the CDBG program in accordance with 24 CFR §570.201 (e). It is a limited clientele activity and meets the national objectives as required under 24 CFR §570.200 (a) (2) and 24 CFR §570.208 (a) (2); and

WHEREAS, pursuant to this Agreement, these housing counseling services will be provided to the low and moderate income homebuyer whose household income does not exceed 80% of the area median income and who is a current resident or who is purchasing a home within the City of Orlando;

WHEREAS, the City has determined that there is a public need to provide these services to benefit low and moderate income homebuyers 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 CLEARPOINT; and

WHEREAS, CLEARPOINT 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 homebuyers 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 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 CLEARPOINT 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. **The Grant.** Under the terms and conditions of this Agreement, the City has allocated **Ten Thousand and Twenty Dollars and No Cents (\$10,020.00)** in FY 2013-2014 CDBG funds to CLEARPOINT towards the Program, as defined below. Any funds remaining unexpended or not disbursed to CLEARPOINT by the City as of the termination date of this Agreement may be deobligated from this Agreement and made available for other City Programs as determined by the City.
3. **Statement of Work/Program and Program Description.** CLEARPOINT administers and operates a Housing Counseling Services Program, which is a program that provides one-on-one counseling sessions, pre-purchase seminars, and foreclosure prevention counseling for homebuyers. As a part of the Program, CLEARPOINT shall serve approximately 17 households who are low or moderate income according to HUD income guidelines attached hereto as **Exhibit "A"**. Additional CDBG program requirements for the Program are attached as **Exhibit "B"** and made a part hereof by this reference. The scope of work, a schedule for completing the work and a Budget are attached as **Exhibit "C"** and made a part hereof by this reference. During the term of this Agreement, CLEARPOINT agrees to work diligently towards the completion of the Program. CLEARPOINT's failure to work diligently toward completing the Program 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.
4. **National Objectives and Use.** CLEARPOINT 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).
5. **Goals and Performance Measures; Implementation Schedule.** CLEARPOINT will perform the described tasks in conformance with the services being provided to 17 households in the City of Orlando within Program Year 2013-2014 during the term of this Agreement.

6. **Staffing.** CLEARPOINT shall assign key personnel and staff to this Program in accordance with services listed in the Budget attached hereto as **Exhibit “C”**.
7. **Performance Monitoring.** The City will monitor the performance of the CLEARPOINT against 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 the Subrecipient within five (5) days after being notified by the City, the City will terminate this Agreement and all funding will end. CLEARPOINT must return any unused funds within five 5 days of the Housing Director’s written request.
8. **Budget.** CLEARPOINT 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 programs and services under the Program. Any changes in budget line items, including additions, must be requested in writing and must be approved by the City’s Director of the Housing and Community Development Department before related expenditures can be undertaken. CLEARPOINT shall be responsible for any cost overruns above the grant amount of \$10,020.00. CLEARPOINT shall not use any CDBG funds for prohibited activities as set forth in 24 CFR §570.207. CLEARPOINT 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, 2013 and terminating September 30, 2014. Notwithstanding anything herein to the contrary, CLEARPOINT’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 CLEARPOINT remains in control of CDBG funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent in accordance with this Agreement.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

1. **Applicable Laws and Regulations.** CLEARPOINT 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 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 CLEARPOINT’s responsibility to read, understand, and comply with these regulations. In addition, CLEARPOINT 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. CLEARPOINT 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.** CLEARPOINT shall comply with the uniform administrative requirements specified at 24 CFR §570.502 and §570.610.

CLEARPOINT 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). CLEARPOINT 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. CLEARPOINT also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. CLEARPOINT agrees to comply with the Program Requirements set forth in **Exhibit “B”** which is attached hereto and made a part hereof by this reference.

3. **Subcontracting/ Third Party Contracts.** CLEARPOINT shall not hire contractors, subcontractors, or third parties without written approval from the City’s Division Manager of Housing and Community Development. If such written approval is provided, CLEARPOINT 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). Third parties may be procured for a variety of services including but not limited to construction and rehabilitation services. CLEARPOINT 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. CLEARPOINT 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 Division Manager prior to execution of the agreement or contract. CLEARPOINT 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. Furthermore, CLEARPOINT 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. CLEARPOINT shall require and monitor compliance by all contractors, subcontractors and other third parties. CLEARPOINT 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 CLEARPOINT enters into agreements with for the Program.

4. **Records to be Maintained.** CLEARPOINT 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 Program. Such records shall include but are not limited to:

- a.) Records providing a full description of each activity undertaken, including its location;
- 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 services and programs 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 of each household;

- 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 24 CFR Part 570.502 and 24 CFR 84.21 – 28 and OMB Circular A-110;
- 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 CLEARPOINT's organization, financial and administrative systems, and the specific CDBG-funded Program or activities.

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

5. **Retention of Records.** All records must be accurate, complete and orderly. CLEARPOINT shall retain all accounting records, financial records, statistical records, supporting documents, and all other documents pertinent to the Program and this Agreement in accordance with the requirements of 24 CFR §84.53 for a period of at least 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, a claim or audit, that started before the expiration of the five year period, then such records must be kept until such 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. 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 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 Program during normal business hours and any other reasonable time requested by the City or HUD. This same right to review and access will be imposed upon any third party or subcontractor and it is CLEARPOINT'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 is Agreement and with all federal, state, and local regulations. This section shall survive termination of this Agreement.

6. **Monitoring and Inspections/ Access to Records.** All of CLEARPOINT's records with respect to any matters covered by this Agreement shall be made available to the City or HUD or any authorized representatives at any time during normal business hours, as often as the City deems necessary to audit, examine inspect and make excerpts or transcripts of any and all relevant data. CLEARPOINT shall monitor the progress of the Program covered by this Agreement and shall submit appropriate reports to the City. The City shall monitor CLEARPOINT performance and financial and programmatic compliance. CLEARPOINT shall allow on-site monitoring of its facility and its programs 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. CLEARPOINT shall also furnish and cause each of its own subcontractors, if any, 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 sated herein.

7. **Audits.** If CLEARPOINT is in receipt of total federal funds equal to or in excess of \$500,000, it shall have an independent audit performed in compliance with OMB Circular A-133. CLEARPOINT shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. CLEARPOINT shall submit its annual audit to the City and CDBG/HUD administrative office within ninety (90) days of the end of Subrecipient fiscal year and as required by federal regulations.

CLEARPOINT also agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits the City feels necessary at anytime during the term of this Agreement.

CLEARPOINT must fully clear any deficiencies noted in audit reports within 30 days after receipt by the Subrecipient. Failure of CLEARPOINT to comply with these audit requirements will constitute a violation of the Agreement and may result in the withholding of future payments.

8. **Program Income.** CLEARPOINT shall report all Program Income, as defined at 24 CFR §570.500, in an annual report to the City's Housing and Community Development Department. Documentation of the receipt of Program Income, such as supporting schedules identifying the Program and the source of income, must be submitted to the City by the prescribed date. Upon expiration or earlier termination of this Agreement, CLEARPOINT shall transfer all CDBG Program Income to the City within five (5) days of the expiration or termination. If CLEARPOINT receives any Program Income after this Agreement is terminated, CLEARPOINT 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. CLEARPOINT shall file reports of Program Income as set forth in the below section entitled "Monthly/Annual Status Reports".

9. **Monthly/Annual Status Reports.** CLEARPOINT shall file status reports in accordance with the Reporting Schedule attached as **Exhibit “D”**. CLEARPOINT shall provide the City’s Housing and Community Development Department with a annual status report concerning the progress of the Program, in the form attached as **Exhibit “F”**. The annual status report shall include the following information: (1) name and address of each client served; (2) narrative statement of the services and hours provided to each client; and (3) such other information as may be considered appropriate by the City. CLEARPOINT shall file a quarterly status report providing information on program income on the form attached **Exhibit “F-1”**. CLEARPOINT shall also file on a monthly basis 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-2”**. CLEARPOINT shall also file such other information as may be considered appropriate by the City. The monthly Personnel Activity Report shall be due on the 10th of each month for activities conducted during the preceding month. Annual reports are due by October 31, 2014 for activities conducted during the preceding year.

10. **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 and 570.504, as applicable, which include but is not limited to the following:

1. CLEARPOINT 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 CLEARPOINT’s control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000:
 - a) shall continue for a period of not less than five (5) 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 CLEARPOINT fails to use the property in accordance with paragraph a) above, CLEARPOINT 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.

11. **Indirect Costs.** If applicable, CLEARPOINT shall develop an indirect cost allocation plan for determining the appropriate CLEARPOINT share 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.

12. **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 CLEARPOINT has made payment. The City will disburse funds only after completion of the work and after receipt and approval by appropriate City personnel of a “Request for Payment”, attached hereto as **Exhibit “E”**, 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 a signed cover letter printed on company letterhead stating the grant period and an invoice number, 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...), documentation of matching funds expenditure or donations (i.e. volunteer time logs, time sheets, mock invoices for donated items, etc...), and other supporting documentation. 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 must be submitted to the City no later than September 15, 2014.

Notwithstanding anything herein to the contrary, CLEARPOINT 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.

13. **Withholding Payments.** The City's obligation to reimburse CLEARPOINT is conditioned on CLEARPOINT 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.** This section is intentionally left blank as it is not applicable.

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. CLEARPOINT shall comply with 42 U.S.C. §5309, 24 CFR §570.602 and 24 CFR Part 6. CLEARPOINT 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.); and implementing regulations in 24 CFR Part 1.

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

2. **Equal Employment Opportunity.** CLEARPOINT shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity), 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 entered into by CLEARPOINT 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. CLEARPOINT 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, CLEARPOINT 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. CLEARPOINT, 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.** CLEARPOINT 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), 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 CLEARPOINT shall include a provision for compliance with these regulations. CLEARPOINT shall keep records demonstrating compliance with these regulations.

5. **Utilization of Minority/Women's Business Enterprises.** CLEARPOINT 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. CLEARPOINT 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 CLEARPOINT shall include a provision for compliance with these regulations. CLEARPOINT shall keep records demonstrating compliance with this provision.

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

7. **Anti-Lobbying Provision.** CLEARPOINT shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. CLEARPOINT shall complete and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "H"** and made a

part hereof by this reference. CLEARPOINT 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, CLEARPOINT shall comply with the conflict of interest rules in 24 CFR §84.42. CLEARPOINT 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 CLEARPOINT to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation).

The general rule states that no officer or employee of CLEARPOINT or its designees or agents or consultants 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 an 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. CLEARPOINT 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. CLEARPOINT shall also keep records supporting requests for waivers of conflicts.

9. **Section 3 of the Housing and Urban Development Act of 1968 / Equal Opportunity.** This section is intentionally left blank as it is not applicable.

10. **Religious Activities.** CLEARPOINT shall comply with 24 CFR §570.200(j) regarding faith-based activities. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently 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 the CDBG regulations. 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, 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 real property after the term of the grant, or any change in the use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.

11. **Drug Free Workplace.** CLEARPOINT will provide a drug-free workplace. CLEARPOINT shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 24 CFR Part 24 regarding maintenance of a drug-free workplace. CLEARPOINT shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "I"** and made a part hereof by this reference. CLEARPOINT shall ensure that the provisions of the clauses in **Exhibit "I"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. CLEARPOINT will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

12. **Prohibition of Use of Excessive Force.** CLEARPOINT accepts and acknowledges the City's "Certification Regarding Policy Prohibiting Use of Excessive Force" attached hereto as **Exhibit "J"** and made a part hereof by this reference.
13. **Program Requirements.** CLEARPOINT agrees to comply and carry out all of its activities in accordance with the program requirements set forth in 24 CFR 570, subpart K.
14. **Fair Housing Act.** CLEARPOINT 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.
15. **Resident Aliens.** CLEARPOINT shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.
16. **Debarment and Suspension.** CLEARPOINT shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 2 CFR Part 2424. Subrecipient 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 CLEARPOINT 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. CLEARPOINT shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and a copy of the sheet documenting that the federal debarment list was checked.
17. **Building, Zoning, and Permits.** CLEARPOINT agrees to comply with all laws of the State of Florida and the Orlando City Code. In particular, CLEARPOINT shall comply with all applicable building and zoning law and regulations and obtain all necessary permits for intended improvements or activities for the Program, if required.
18. **Agreement between City and HUD.** CLEARPOINT 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. **Registration and Accountability.** CLEARPOINT agrees to maintain a current registration in the federal System for Award Management ("SAM") database (<http://www.sam.gov>), formally known as the Central Contractor Registration under 2 CFR § 176.50(c), and provide the City with its SAM registration number and legal name as entered into the SAM. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration in SAM. CLEARPOINT 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.

20. **Certification.** CLEARPOINT shall be HUD certified and agrees to maintain such certification during the term of this Agreement.

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. CLEARPOINT 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, CLEARPOINT is required to provide information about its activities in order for the City to comply with its responsibility under 24 CFR Part 58. If applicable, subrecipient shall submit to the City the names and addresses of each client, the proposed activity, and an estimate of cost of the work to be undertaken at least forty-five (45) days prior to commencement of work. CLEARPOINT also agrees to assist the City in addressing environmental issues that may arise during the City's review process.

2. **Environmental Protection.** CLEARPOINT 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.** CLEARPOINT 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, CLEARPOINT agrees to comply with all relevant and applicable provisions of 24 CFR §570.605 concerning the National Flood Insurance Program. CLEARPOINT agree that if any portion of the any property improved in connection with this Program 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. CLEARPOINT agrees that any construction or rehabilitation of residential structures with assistance provided under this contract 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-or abatement may be conducted.

6. **Historic Preservation.** CLEARPOINT 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. CLEARPOINT 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 CLEARPOINT 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, 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 five (5) days following notice thereof given by the City to CLEARPOINT;
- 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 CLEARPOINT 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 CLEARPOINT does not disclose to the City, upon demand, the name of all persons with who CLEARPOINT has contracted or intends to contract with for the construction or management of any portion of the Program, including contracts for services and/or labor; or
- g.) if any other default occurs under any of the grant documents executed by CLEARPOINT 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 CLEARPOINT thereof.

Notwithstanding any of the forgoing provisions to the contrary, if CLEARPOINT 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 CLEARPOINT 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, terminate all payments, 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 CLEARPOINT breach of this Agreement, CLEARPOINT shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, CLEARPOINT may also be required to refund all CDBG funds awarded during the period of this Agreement that have already been spent by CLEARPOINT and reimbursed 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.** CLEARPOINT 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 CLEARPOINT's performance or non-performance of this Agreement or because of or due to the existence of the Agreement itself.

2. **Environmental Indemnification.** CLEARPOINT shall indemnify and hold the City harmless from any claim arising from, or in any way related to, the environmental condition of the Program, 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 Program. 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 Program by the City and CLEARPOINT hereby recognizes and acknowledges that the City is

not an owner or manager of the Program 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 CLEARPOINT's indemnification, CLEARPOINT 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 policy shall provide that the coverage shall be primary for losses arising out of CLEARPOINT'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 Subrecipient 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, Subrecipient 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 must be secured are:
 - 1. Commercial General Liability Insurance. CLEARPOINT shall obtain 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. CLEARPOINT shall provide 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. CLEARPOINT shall obtain flood insurance as required under applicable HUD regulations.
 - 4. Business Automobile Liability Insurance. CLEARPOINT shall obtain 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. CLEARPOINT shall carry 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. CLEARPOINT shall also comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

SECTION 8: MISCELLANEOUS PROVISIONS

1. Assignment. CLEARPOINT 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 CLEARPOINT 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 CLEARPOINT. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as CLEARPOINT is an independent contractor. CLEARPOINT 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 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:
 - A. Oren Henry, Division Manager
Housing and Community Development Department
City of Orlando
400 S. Orange Avenue, 7th Floor
Orlando, Florida 32801
 - B. Chris Honenberger, CEO
Consumer Credit Counseling Service
of Greater Atlanta, Inc. d/b/a Clearpoint Financial Solutions, Inc.
270 Peachtree Street NW, Ste. 1800

Atlanta, GA 30303

7. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Program 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.

(SEAL)

CITY OF ORLANDO

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Alana C. Brenner, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING CDBG AGREEMENT 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: _____

**Consumer Credit Counseling Service of Greater
Atlanta, Inc. d/b/a Clearpoint Financial Solutions,
Inc.**

(Corporate Seal)

Date

By: _____
President and Chief Executive Officer

Date

By: _____
Chairman of the Board

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING CDBG AGREEMENT was acknowledged before me this ____ day of _____ 2014, by _____, as _____ and _____ as _____ of Consumer Credit Counseling Service of Greater Atlanta, Inc., d/b/a Clearpoint Financial Solutions, Inc., a foreign non-profit corporation. They ☐ are personally known to me or ☐ have 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.

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) 2013**

	<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%)	20,500	23,400	26,350	29,250	31,600	33,950	36,300	38,650
CDBG CONSIDERS INCOMES BELOW 50% TO BE LOW INCOME								
LOW INCOME (51 - 80%)	32,800	37,450	42,150	46,800	50,550	54,300	58,050	61,800
CDBG CONSIDERS ANY INCOME BELOW 80% TO BE MODERATE INCOME								

EXHIBIT “B”
GENERAL PROGRAM REQUIREMENTS

Subrecipient shall operate the Housing Counseling Services 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 Program 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 Subrecipient 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. 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 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 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 – HUD considers State purchasing regulations to be the acceptable standard for purchasing practices. Purchasing practices shall be at the very least in accordance with 24 CFR §84. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Subrecipient is obligated to conform to the more restrictive practices and procedures. It is recommended that Subrecipient use a formal pre-numbered purchase order system where possible and applicable. If a bidding procedure is not used, 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 Program 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, as a City CDBG 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 Program site, shall be readily accessible to the City’s Housing Department staff, 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 “C”
SCOPE OF SERVICES/BUDGET
Consumer Credit Counseling Service of Greater Atlanta, Inc. d/b/a CLEARPOINT

CLEARPOINT will provide housing counseling services to current and future city residents.

Housing Counseling Program: Pre-purchase - Pre-purchase counseling per household must consist of a minimum of ten (10) hours distributed between attending one (1) group session, and one (1) or more, one-on-one counseling session(s). The maximum amount of hours to be paid per household is twelve (12) hours. A household must have received all required counseling from the same agency during FY 2013-2014 in order for the agency to be eligible for payment. However, the City will allow for payment of One-on-One counseling hours only with proof of a group session seminar certificate from FY 2013-2014 from the same agency. Even though it should be strongly discouraged by the agencies, in some instances, a client may go to a different agency for one-on-one counseling. The City will make exceptions and allow for payment of One-on-One counseling hours only with proof of a group session seminar certificate from FY 2013-2014 from another approved agency.

Group sessions: Provide pre-purchase housing counseling to eligible households who are current residents of the City of Orlando or have a purchase contract to purchase a property in the city.

CLEARPOINT will provide comprehensive housing seminars in English and Spanish. The seminars will cover the following topics:

- Money management and planning
- Credit and credit reports
- Fair Housing
- Realty
- Insurance
- Home inspections and appraisals
- Mortgage loans
- The City of Orlando down payment assistance program
- The closing process
- Managing my household everyday –also includes foreclosure prevention.

One-on-One Counseling Sessions: In addition to the group sessions, CLEARPOINT will provide pre-purchase one-on-one housing counseling and cover the following:

- Comprehensive financial analysis
- Budget and saving strategies
- Credit management and repair
- Recognizing and avoiding abusive lending practices
- Basic financial services and asset building programs
- Homeowner’s responsibilities
- City of Orlando Programs
- Follow-up with the client as needed

The income of the assisted households must be at or below eighty (80%) percent of the area median income – maximum up to \$46,550 for a family of four. Documentation must be provided to verify the reported income for the entire household and a copy of the Housing Counseling Program Resident Income Certification completed by the agency.

The Housing and Community Development Department requires the program to include day, evening, and some Saturday face to face sessions to accommodate program participant's availability.

Each participant will receive a certificate as proof of completion after receiving pre-purchase counseling. A certificate should be provided at the end of the group session and another one at the end of the one-on-one counseling. A combined certificate may be provided after both sessions. However if a combined certificate is provided, the certificate must state what portion of the counseling has been completed.

Housing Counseling Program: Mortgage Default Counseling – Mortgage default counseling must consist of a minimum of six (6) hours and a maximum of ten (10) hours of one-on-one counseling session(s). CLEARPOINT shall assist and evaluate clients as necessary by conducting one-on-one counseling in various areas to provide help to homeowners that are delinquent in their mortgage obligations. Foreclosure prevention counseling includes:

- Comprehensive financial analysis
- Budget and saving strategies
- Analysis of all lending documentation to determine the amount and extent of delinquency or default
- Analysis of tools available to avoid foreclosure based on the type of loan and the client's ability to pay
- If appropriate working with lenders to negotiate the best possible solution
- Assisting clients with preparation of hardship letter and loan modification packet
- Referrals to agencies for financial and other support
- Follow up with client as needed

The income of the assisted households must be at or below eighty (80%) percent of the area median income – maximum up to \$46,550 for a family of four. Documentation must be provided to verify the reported income for the entire household and a copy of the Housing Counseling Program Resident Income Certification completed by the agency.

SCHEDULE OF CLASSES/MEETINGS CLEARPOINT

Proposed Homebuyer Workshop Schedule 2013-2014

Saturday, October 5, 2013	9:00 AM– 5:00 PM
Saturday, October 19, 2013	9:00 AM– 5:00 PM
Saturday, November 9, 2013	9:00 AM– 5:00 PM
Saturday, November 16, 2013	9:00 AM– 5:00 PM
Saturday, December 7, 2013	9:00 AM– 5:00 PM
Saturday, December 14, 2013	9:00 AM– 5:00 PM
Saturday, January 11, 2014	9:00 AM– 5:00 PM
Saturday, January 25, 2013	9:00 AM– 5:00 PM
Saturday, February 8, 2014	9:00 AM– 5:00 PM
Saturday, February 22, 2014	9:00 AM– 5:00 PM
Saturday, March 8, 2014	9:00 AM– 5:00 PM
Saturday, March 22, 2014	9:00 AM– 5:00 PM
Saturday, April 12, 2014	9:00 AM– 5:00 PM
Saturday, April 26, 2014	9:00 AM– 5:00 PM
Saturday, May 3, 2014	9:00 AM– 5:00 PM
Saturday, May 17, 2014	9:00 AM– 5:00 PM
Saturday, June 7, 2014	9:00 AM– 5:00 PM
Saturday, June 21, 2014	9:00 AM– 5:00 PM
Saturday, July 12, 2014	9:00 AM– 5:00 PM
Saturday, July 26, 2014	9:00 AM– 5:00 PM
Saturday, August 9, 2014	9:00 AM– 5:00 PM
Saturday, August 23, 2014	9:00 AM– 5:00 PM
Saturday, September 13, 2014	9:00 AM– 5:00 PM
Saturday, September 27, 2014	9:00 AM– 5:00 PM

The Home Buyer workshops are held from 9AM to 6PM at: Clearpoint Financial Solutions, Inc., 3191 Maguire Blvd., Suite 100, Orlando FL 32803.

BUDGET/COST PER HOUR CLEARPOINT

Salary	\$8,517.00
Fringe Benefits	\$1,503.00
Total Cost per hr	\$40.08
Number of Hours	10
Amount per Client	\$400.80
Number of Clients	25
Total Amount	\$10,020.00

EXHIBIT “D”
Reporting Schedule

A. Subrecipient shall submit an annual status report to the City’s Housing and Community Development Department no later than October 31, 2014 which services assisted through the Community Development Block Grant Program have been provided. Failure to provide the annual status report by the prescribed date will trigger a withholding of payment of subsequent reimbursements.

B. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include client name, address, number of persons in the household and household income. 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 contract, 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. By October 31, 2014 Subrecipient shall submit client demographic data on the form provided in **Exhibit “F”**.

D. 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.

E. Prior to the annual status reporting dates, events may occur which have significant impact upon the 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 Program 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 Programed.

Method of Payment:

Payments under the Program shall be made on the basis of completed services 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 scope of services and budget as expressed in **Exhibit "C"** of this Agreement, except that the Housing and Community Development Division Manager, or her designee, may approve a variance with regard to variable costs. However, at the end of six (6) months from the date of signing this contract, at least 50% of the available allocation shall have been requested. If less than 50% of funds have been expended, the Division Manager 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 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 services 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 client receiving services.
 - b. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and checks in payment.
 - c. Brief description of services undertaken during the month for which reimbursements are being requested.
 - d. Total cost of services
 - 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 Program.

EXHIBIT "E"

**CITY OF ORLANDO
HOUSING COUNSELING PLAN**

REQUEST FOR PAYMENT

Agency: **Clearpoint Financial Solutions, Inc.**

☐ **Pre-Purchase Counseling** ☐ **Mortgage Default** ☐ **Homebuyers Club**

Name of Participant(s): _____

Address: _____

☐ The participant lives at this address which is located within the City limits of Orlando

☐ The participant has a Purchase Contract to buy a property located within the City limits of Orlando

Household Characteristics:

Gender of Head of Household: ☐ M ☐ F

Income: ☐ 0-30% of median income
 ☐ 31%-50% of median income
 ☐ 51%-80% of median income

Ethnicity of Head of Household: ☐ Hispanic ☐ Non-Hispanic

Race of Head of Household:

☐ White ☐ American Indian/Alaska Native & White
☐ Black/African American ☐ Black/African American & White
☐ Asian ☐ American Indian/Alaska Native & Black/African American
☐ American Indian/Alaska Native Other Multi Racial
☐ Native Hawaiian or Other Pacific Islander
☐ Asian & Black

Household Size: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 or more

Household Type:

_____ Single, non-elderly

_____ Elderly

_____ Single Parent

_____ Two Parents

_____ Other

Counseling Plan:

Date	Activities Performed/Outcome	Hours
	TOTAL AMOUNT OF HOURS	

Amount to be paid per hour: \$_____

Amount Requested: _____

**CITY OF ORLANDO
HOUSING ASSISTANCE APPLICATION
FOR THE
HOUSING COUNSELING SERVICES PROGRAM
(FY 2013-2014)**

Agency: Clearpoint Financial Solutions, Inc.

Effective Date: _____

A. Recipient Information

- a. ☐ Home buyer
b. ☐ Current homeowner

B. Services Provided:

	Pre-Purchase Counseling
	Mortgage Default Counseling
	Homebuyers Club

C. Household Information

Member	Names - All Household Members	Relationship	Age
1			
2			
3			
4			
5			
6			

D. Assets: All household members including minors

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			

6			
Total Cash Value of Assets	D(a)	\$	
Total Income from Assets		D(b)	\$
If line D(a) is greater than \$5,000, multiply that amount by the rate specified by HUD (applicable rate <u>2.0 %</u>) and enter results in D(c), otherwise leave blank.		D(c)	\$

E. **Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips,	Benefits / Pensions	Public Assistance	Other Income	Asset Income
1					Greater of box D(b) or box D(c) above in box E(e) below
2					
3					
4					
5					
6					
	(a)	(b)	(c)	(d)	(e)
Totals	\$	\$	\$	\$	\$

Enter total of items E(a) through E(e). This amount is the <u>Annual Anticipated Household Income</u>	\$
---	----

EXHIBIT “F”

**CLEARPOINT
Public Services**

FY 2013-2014

Participants

Month of:

--	--

	Name or ID#	Address	City	Zip	Race	Gender	Age	Ethnicity	Income Level (EL, VL, L)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									

Number of participants for the month

--

Total
CDBG
Costs:

--	--

CDBG costs of programs and services committed and underway, but not completed, does not apply to this Program.

This report is due on October 31, 2014 for activities conducted during the month indicated above.

EXHIBIT F-1

**CITY OF ORLANDO
Community Development Block Grant (CDBG) Program
Quarterly Statement of Program Income**

Name of Agency: Clearpoint Financial Solutions, Inc.

CLEARPOINT shall file a Monthly Report of Program Income with the City's Housing and Community Development Department, reporting any Program Income generated by the Program for the month.

Program Income means gross income received by CLEARPOINT directly generated from the use of Community Development Block Grant (CDBG) funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

***Name of Source:**

***Amount of Program Income Received:**

Total Amount of Program Income Received for the month:

\$

*If you did not have any Program Income for the month, please list “None” in Name of Source and “0” in the amount section.

Program Income for the Quarter listed below:

[] 1st Quarter *October – December 2013

[] 2nd Quarter *January – March 2014

[] 3rd Quarter *April – June 2014

[] 4th Quarter *July – September 2014

Signature: _____

Date: _____

Exhibit "F-2"
PERSONNEL ACTIVITY REPORT

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

Time allocation									
Description of Program Duties:									
Week of:		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation									
Description of Program Duties:									

For the month of: _____

Employee's Signature: _____

Supervisor's Signature: _____

EXHIBIT "G"

EQUAL OPPORTUNITY STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE – CONSTRUCTION OVER \$10,000

A. Equal Opportunity Clause:

During the performance of this contract, the contractor agrees as follows:

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 appliance 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:

**Consumer Credit Counseling Service of Greater
Atlanta, Inc. d/b/a Clearpoint Financial Solutions,
Inc.**

(CORPORATE SEAL)

Date

By: _____
Chairman of the Board

Date

By: _____
President and CEO

EXHIBIT “T”

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 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: Consumer Credit Counseling Service of Greater Atlanta, Inc. d/b/a Clearpoint Financial Solutions, Inc.

Program Name: Community Development Block Grant

Grant : Housing Counseling Services

Date: October 1, 2013 through September 30, 2014

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the Loan covered by the certification:

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

**3191 Maguire Blvd, Suite 100
Orlando, FL 32803**

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

ATTEST:

**Consumer Credit Counseling Service of Greater
Atlanta, Inc. d/b/a Clearpoint Financial Solutions,
Inc.**

Date

By: _____
Chairman of the Board

Date

By: _____
President and CEO

EXHIBIT “J”

CERTIFICATION REGARDING POLICY PROHIBITING USE OF EXCESSIVE FORCE

In accordance with section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the City of Orlando, Florida certifies that:

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

NOTE: This certification does not require Subrecipient to adopt a policy regarding excessive force. It is included for informational purposes only.

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: