AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
LIFESTREAM BEHAVIORAL CENTER, INC.
FOR
COMMUNITY BENEFIT ORGANIZATIONS FOR THE
NEIGHBORHOOD STABILIZATION PROGRAM
RFP 09-0218

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Lifestream Behavioral Center, Inc., a Florida non-profit corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Proposal (RFP), #09-0218, to retain multiple Community Benefit Organizations (CBO) that are qualified and have capacity to provide the acquisition, repair, rehabilitation and resell of foreclosed and abandoned properties and/or the redevelopment and management of rental properties which are anticipated for the implementation of the Neighborhood Stabilization Program; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONSULTANT to provide the acquisition, redevelopment and management of rental properties for the implementation of the Neighborhood Stabilization Program.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to perform the Schedule B services more specifically detailed in **Exhibit A**, Scope of Services, attached hereto and incorporated herein by reference. CONSULTANT shall additionally execute the Federal Certifications as attached in **Exhibit B**, attached hereto and incorporated herein by reference.

3.2 The CONSULTANT shall be limited to funding assistance in the amount of $75,000 per property acquired. CONSULTANT shall have the ability to purchase more expensive property if CONSULTANT funds the difference between the amount allotted pursuant to this Agreement and the purchase price. Additionally, the CONSULTANT shall commit to the acquisition, redevelopment and management of up to two (2) foreclosed or abandoned properties during the term of this Agreement.

3.2 This Agreement shall be effective immediately following the date of final execution by the COUNTY and shall remain in effect until the completion and closing of the project occurs, which will be on or about July 30, 2013. The fees set forth in this Agreement shall prevail for the full duration of the initial term. Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement under the same terms and conditions. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.3 CONSULTANT acknowledges that time is of the essence in carrying out CONSULTANT'S responsibilities under this Agreement. Specifically, CONSULTANT shall complete the initial implementation of the program (obligating the program funds) within eighteen (18) months from funding availability, and shall spend the program funds by July 30, 2013.

3.4 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.5 The services rendered pursuant to this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement and will not be responsible to pay for any such service.

Article 4. Payment

4.1 Payments to CONSULTANT, made in the form of a non-repayable grant, will based upon a schedule of milestones provided to the COUNTY by the CONSULTANT for each qualified property. Milestones will be negotiated on a property by property basis by the County and will include at a minimum:

- Acquisition
- Closing
- Certificate of Occupancy
- Final Occupancy

Awards for qualified acquisition, disposition and repair costs will be made based upon a negotiated set of milestones for each unit prior to closing. Draws for each unit may be requested upon meeting those milestones including setting the closing, obtaining the certificate of occupancy after any repairs and final occupancy by the beneficiary. Draws will be eligible based upon meeting all program criteria and monitoring of compliance with the NSP program prior to payments being made. A draw may be made at closing to cover the eligible acquisition and disposition cost, subject to full disclosure of all costs and prior approval by the COUNTY. The COUNTY reserves the right to determine eligibility and award of all cost prior to any draws or closing on a property by property basis. All cost incurred prior to County monitoring and award in writing, are fully at the CBO's risk.

4.2 The COUNTY shall make payment in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.3 CONSULTANT AGREES AND RECOGNIZES THAT THIS AGREEMENT IS BEING FUNDED WITH FEDERAL MONEY UNDER TITLE III OF THE HOUSING AND ECONOMIC RECOVERY ACT OF 2008. AS SUCH, PURSUANT TO SECTION 218.77, FLORIDA STATUTES, THE CONSULTANT IS HEREBY NOTIFIED THAT PAYMENT IS CONTINGENT UPON RECEIPT OF SUCH FEDERAL FUNDING. THE CONSULTANT HEREBY AGREES TO COMPLY WITH ALL REQUIREMENTS OF THE FUNDING ENTITY APPLICABLE TO THE USE OF THE MONIES, INCLUDING RECEIVING NO PAYMENT UNTIL ALL REQUIRED FORMS ARE COMPLETED AND SUBMITTED. A COPY OF THE REQUIREMENTS SHALL BE SUPPLIED TO THE CONSULTANT BY THE COUNTY UPON REQUEST.

Article 5. County Responsibilities

5.1 COUNTY shall promptly review the services performed by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate a County staff member to act as COUNTY'S Project Administrator.

5.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 The COUNTY will provide to the CONSULTANT all necessary and available data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 6. Special Terms and Conditions

6.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

6.2 Federal Requirements. In compliance with 24 C.F.R Section 85.35(i), the following provisions apply:

Termination:

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the COUNTY for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in subsection (A) above. If termination for convenience is effected by the COUNTY, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

C. If termination for default is effected by the COUNTY, an equitable adjustment in the price shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONSULTANT at the time of termination may be adjusted to cover any additional costs to the COUNTY because of the CONSULTANT'S default.

D. For any termination, the equitable adjustment shall provide for payment to the CONSULTANT for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

E. Upon receipt of a termination action under subsections (A) or (B) above, the CONSULTANT shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the COUNTY all data, drawings, reports, specifications, summaries and other such information, as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

F. Upon termination, the COUNTY may take over the work and may award another party a contract to complete the work described in the Scope of Services.

G. If, after termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the COUNTY. In such event, adjustment of the contract price shall be made as provided in (B) above.

H. In accordance with 24 CFR 570.503 (b)(7)(i) and (ii), the property shall be used for the intent purchased until five years after the expiration of this agreement. If for any reason the property is sold for a different intention, the CONSULTANT shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

Remedies: Unless otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the COUNTY and the CONSULTANT, arising out of or relating to this Agreement, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

Access to Records: The COUNTY, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of Records: The CONSULTANT shall retain all records relating to this Agreement for six (6) years after the COUNTY makes final payment and all other pending matters are closed.

Environmental Compliance: If this Agreement exceeds $100,000, the CONSULTANT shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. part 15). The CONSULTANT shall include this clause in any subcontracts over $100,000.

Energy Efficiency: The CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Conflicts with Other Clauses: If this Agreement contains any clauses which conflict with the above provisions, then this Agreement will be governed by the clause(s) in this Section 6.2.

6.3 Subletting of Agreement. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

6.4 Insurance. The CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this contract by the CONSULTANT or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows: General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

Professional Liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.
Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONSULTANT shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

The CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

6.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of the CONSULTANT'S duties set forth in this Agreement.

6.6 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

6.7 Acceptance of Services. Any service(s) procured as a result of this Agreement may be evaluated for compliance with specifications. In the event that the service is found to be defective or does not conform to the specifications, the COUNTY reserves the right to require corrective action as appropriate which may include, but is not limited to, ordering re-performance of service or the termination of the Agreement for default. The COUNTY will not be responsible for paying for any service that does not conform to the Agreement specifications.

6.8 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT shall maintain the files and papers for not less than six (6) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

6.9 Right to Audit. The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for six (6) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

6.10 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

6.11 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.12 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 7. General Conditions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Jonathan Cherry, President/CEO
P.O. Box 491000
Leesburg, Florida 34749-1000

If to COUNTY:

Bill Gearing
Community Enhancement Coordinator
Department of Community Services
P O Box 7800
Tavares, FL 3 2778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 21 day of July, 2009 and by CONSULTANT through duly authorized representative.

CONSULTANT

Jonathan Cherry
President/CEO

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Welton G. Cadwell, Chairman

This 21st day of July, 2009.

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff

Exhibit "A"

SCOPE OF SERVICES

Section 2.1 Purpose:

Lake County does hereby request qualification-based proposals from Community Benefit Organizations to provide the acquisition, repair, rehabilitation and resell of foreclosed and abandoned qualifying single family homes (Schedule A) and/or the redevelopment of foreclosed and abandoned properties and management of rental properties (Schedule B) which are anticipated for the implementation of the Neighborhood Stabilization Program (NSP) in conjunction with Lake County's needs. Firms or individuals submitting should be capable of quickly adapting to this new program and implementing it in the given time frame (18 months).

For-Profit organizations or companies may only participate as a sub or associate to a CBO that must submit as the lead agency.

All CBO's submitting for this RFP are notified that NSP standards require a minimum affordability period following the HUD HOME Investment Partnership Program (HOME) program standards. Deed restrictions and/or liens will be required for all properties. Approved CBO's will be required to submit to inspections and performance reviews of specific deliverables such as the buyer-applicant case file and Real Estate Owned (REO) work evaluation and total price for closing before payments for those items are made. All payments of draws shall be subject to satisfactory inspections and report on the NSP work to be delivered. The cost of the purchase, which are reasonable and not more than $110,000 (to cover both the purchase and rehab) will be available to selected proposals on the first draw before closing on and approved unit. Please refer to the Action Plan Amendment (attachment 5 to this solicitation).

Section 2.2 Project Description:

The (NSP) provides grants to purchase foreclosed or abandoned homes and to rehabilitate, resell, or redevelop these homes in order to stabilize neighborhoods and stem the decline of values of neighboring homes. The program is authorized under Title III of the Housing and Economic Recovery Act of 2008. Under NSP, Lake County is eligible to receive $3.1 million from the U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant Program. The new NSP provides targeted emergency assistance to governments to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities. Lake County has developed an action plan amendment outlining the County's planned use of these funds which is comprised of financial mechanisms for low, moderate and middle income (LMMI) purchase assistance and possibly some demolition. The plan can be seen on the County's website at:

http://www.lakecountyfl.gov/departments/community_services/housing_and_community/community_development_block_grant/neighborhood_stabilization_program.aspx

NSP grantees must use at least twenty-five (25) percent of the funds appropriated for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose incomes do not exceed fifty (50) percent of the area median income. In addition, all activities funded by NSP must benefit low-, moderate- and middle-

income persons whose income does not exceed 120 percent of the area medium income. Activities that do not qualify under NSP are those using the "prevent or eliminate slum or blight" or "address urgent community development needs" CDBG National objectives. NSP funds must be directed to areas of greatest need as determined by the number of foreclosures, pending foreclosures and subprime mortgages. The funds must be used or obligated no later than 18 months after receipt.

Section 2.3 Scope of Services:

Lake County will not acquire, rehab or demolish any housing units directly. All activities and therefore NSP funding will be provided through ELIGIBLE USE A: Financing Mechanisms by working with selected CBOs from this RFP.

We anticipate the breakdown of the housing units which will be provided are as follows:

Activity	*Income Level*	*# of Units*	*Average Cost*	*Total Cost*
Purchase assistance-single family	Low	8	$110,000	$ 880,000
Purchase assistance-single family	Moderate	11	$100,000	$1,100,000
Purchase assistance-single family	Middle	6	$100,000	$ 600,000
Purchase assistance-Community residence with supportive services	Low	3	$ 75,000	$ 225,000

Schedule A: Homebuyer Activities

Homebuyer activities relate to the CBO role in the purchase, refurbishment and re-sale of properties to designated qualifying individuals. CBOs that feel their entity is responsive to the qualifications expressed in this solicitation are invited to submit a statement of qualifications describing their ability to carry out the activities outlined below. Responders should detail the areas of the following services they will provide. It is anticipated that successful respondents will provide the following services:

- Acquisition of foreclosed properties in the County predetermined area(s) of greatest need
- Rehabilitation of foreclosed properties using energy efficient (Energy Star) and green features when possible
- Resale of renovated properties to households with incomes at or below 120% of the area median income (LMMI)
- Make all efforts to qualify applicants, evaluate property units for inclusion in the Program, and assist the County and all vendors and other partners to successfully close on those units specifically assigned to the CBO, to include eight (8) hours of homeownership training provided by a HUD approved provider.

This project envisions total processing of at least 25 houses as a goal of this activity.

Schedule B: Rental Activities for Special Needs Population such as Homeless

Schedule B activities involve the acquisition, repair and property management and operation of rental properties anticipated under NSP. Qualified organizations are invited to submit a statement of qualifications describing their ability to carry out the activities outlined below. Responders should detail the areas of the following services they will provide. It is anticipated that successful respondents will provide the following services as Owners/Managers/Operators of income restricted rental units funded with Florida NSP funds:

- Acquisition of foreclosed properties in the County predetermined area(s) of greatest need
- Rehabilitation of foreclosed properties using energy efficient (Energy Star) and green features when possible
- Rental and management of renovated properties to households with incomes at or below 50% of the area median income (LMMI)
- Provide income restricted rental program management and oversight (the targeted benefit is permanent homeless or special needs housing)
- Make all efforts to qualify applicants, units and assist the County and all vendors and other partners to successfully close on those units specifically assigned to the CBO

This project envisions total processing of at least 3 rental properties as a goal of this activity.

Section 2.4 General Comments:

Services shall be provided in the community(ies) identified as the areas of greatest need.

Dependent upon CBO qualifications or stated preference, the County will place successful respondents to this RFP on a list of selected CBO entities for Schedule A and/or Schedule B projects in the County's Area of Greatest need (area of greatest need reflected in the Scope). Proposals will then be taken from the listed firms, including a site proposal, pro-forma and management plan for selected NSP rental project objectives. The County reserves the right to award one or more NSP projects to one or multiple successful respondents.

CBOs may respond to either Schedule A or B or may respond to both.

EXHIBIT B: FEDERAL CERTIFICATIONS

Certifications for Community Benefit Organization for the Neighborhood Stabilization Program

(1) Affirmatively furthering fair housing. The Community Benefit Organization will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

(2) Anti-displacement and relocation plan. The Community Benefit Organization will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under CDBG-R.

(3) Drug Free Workplace. The Community Benefit Organization will become or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
   - (a) The dangers of drug abuse in the workplace;
   - (b) The grantee's policy of maintaining a drug-free workplace;
   - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
   - (a) Abide by the terms of the statement; and
   - (b) 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;
5. Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) 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;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
   (a) 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
   (b) 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

(4) Anti-lobbying. To the best of the Community Benefit Organization's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(5) Consistency with Plan. The housing activities to be undertaken with NSP funds are consistent with the jurisdiction's consolidated plan.

(6) Section 3. The Community Benefit Organization will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

(7) Community development plan. The Community Benefit Organization certifies that it will comply with the consolidated housing and community development plan that identifies housing and community development needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the statute authorizing the NSP program.

(8) Use of funds. The Community Benefit Organization will comply with the jurisdiction's developed activities so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families or aid in the prevention of slums or blight. Additional

activities may be included that are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs it has complied with the following criteria:

1. **Maximum Feasible Priority**. With respect to activities expected to be assisted with NSP funds, it certifies that it will comply with the requirements that the jurisdiction has developed in its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. **Special Assessments.** The Community Benefit Organization will not attempt to recover any capital costs of public improvements assisted with NSP funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with NSP funds, unless NSP funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP to cover the assessment.

(9) Excessive Force. The Community Benefit Organization certifies that it has adopted and is enforcing the jurisdiction's: (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 or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(10) Compliance with anti-discrimination laws. The NSP grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(11) Compliance with lead-based paint procedures. The activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(12) Compliance with laws. The Community Benefit Organization will comply with applicable laws.

(13) Buy American provision. The Community Benefit Organization will ensure that all iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with NSP funds under the Recovery Act must be produced in the United States unless the Secretary finds that: (1) the requirement is inconsistent with public interest; (2) those goods are not reasonably available or produced in sufficient quantity in the U.S.; (3) or the use of the goods will increase the project cost by more than 25 percent.

(14) 70% of NSP for LMI. The aggregate use of NSP funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the grant is expended for activities that benefit such persons over the life of the NSP grant.

(15) Program Income. The Community Benefit Organization will comply with the program income requirements stated in 24 CFR part 570.504 (a) regarding the recording of program income when utilizing NSP funds.

(16) Audit. The Community Benefit Organization will comply with the jurisdiction's audit requirements stated in its current Consolidated Plan and the federal requirements stated in Circular No. A-133 issued pursuant to the Single Audit Act of 1984, P.L 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 pertaining to the management of records, receipts, timesheets, complaints and conflicts of interest).

(17) Acquisition. The Community Benefit Organization will comply with the acquisition/rehabilitation requirements outlined by the HERA, URA and Real Property Acquisition Policies within 49 CFR Part 24 and adopted by the jurisdiction when utilizing NSP funds.

1. **Appraisal of Acquired Properties.** The Community Benefit Organization will comply with federal requirements outlined by the Uniform Relocation Act located in 49 CFR 24.103 that states all appraisals must be done by a licensed appraiser and be consistent with the Uniform Standards of Professional Appraisal Practice. Appraisals must be completed 60 days to final offer.
2. **Discount.** The Community Benefit Organization will comply with discount requirements created by the Department of Housing and Urban Development, relative to the HERA 2301 (d) (1) that states a single foreclosed property must be purchased at a minimum discount of 1%. Aggregated purchased must be purchased at a minimum discount of 15%.

(18) Continued Affordability. When acquiring a property with the use of NSP funds, the Community Benefit Organization will comply with all affordability requirements stated in the Housing and Economic Recovery Act §2301 (f) (3) (B) and adopted by the jurisdiction.

(19) Davis-Bacon Wage Decisions. The Community Benefit Organization will comply with Davis-Bacon wage decision requirements stated in 29 CFR Section 1.6 pertaining to competitive bidding with NSP funds.

(20) Section 504 and Civil Rights Policies. The Community Benefit Organization will comply with Section 504 and Civil Rights policies located in Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as it pertains to the prohibition of discrimination of the sale, rental, and financing of dwellings based on race, color, religion, sex or national origin. The Community Benefit Organization must also comply with Section 504 regulations which require dwelling

units purchased with NSP funds to be defined as accessible according to the technical criteria in the Uniform Federal Accessibility Standards (UFAS).

(21) Environmental Issues. The Community Benefit Organization must comply with the regulations stated in 24 CFR Part 58 when acquiring and rehabilitating housing units with NSP funds.

The Community Based Organization partnered with the jurisdiction will comply with all related County, State and Federal regulations as well as all relevant HERA and ARRA requirements.

The Community Based Organization will comply with the conditions set forth by the jurisdiction's NSP Substantial Action Plan Amendment and Grant Award Agreement with the State/Federal governing entity.

Signature/Authorized Official **Date**

Jonathan M. Cherry 7-1-09

CEO

Title