

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
CONSUMER DEBT COUNSELORS, INC.  
FOR  
HOMEBUYER SERVICES  
RFP #16-0201**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as COUNTY, by and through its Board of County Commissioners, and CONSUMER DEBT COUNSELORS, INC., a Florida not for profit corporation, herein referred to as CDC.

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Proposal (RFP) #16-0401 seeking a non-profit organization who are able to provide homebuyer education and other related services for households participating in Lake County's funded HUD programs and the Home Purchase Assistance program funded through the State Housing Initiatives Partnership (SHIP); and

**WHEREAS**, CDC desires to perform such services subject to the terms of this Agreement; and

**WHEREAS**, this provision of such services will benefit the parties and the residents of Lake County, Florida.

**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.

**Article 2. Scope of Professional Services**

**2.1** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CDC to provide services in accordance with the Scope of Services, attached hereto and incorporated herein as **Attachment A**. It is understood that the Scope of Services may be modified but to be effective and binding, any such modification must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these Policies and Procedures will be made available to the CDC upon request.

**2.2** This Agreement shall commence on the date the last party hereto executes it and shall remain in effect for twelve (12) months. Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for two (2) additional

twelve (12) month periods under the same terms and conditions. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a prerogative of the COUNTY and may be exercised only when such continuation is clearly in the best interest of the County.

**2.3** Throughout the term of this Agreement, and any renewals thereof, CDC shall be approved and/or certified as a local housing counseling agency through the U.S. Department of Housing and Urban Development (HUD) or Neighborworks America, Inc. It shall be the responsibility of the CDC to ensure that all credentials remain current.

**2.4** CDC acknowledges and agrees that CDC shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CDC during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CDC to perform work pursuant to the contract.

**2.6** CDC acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if this Project is being supported in whole or in part by State funding the CDC shall give preference to the employment of state residents in the performance of the work on the Project if state residents have substantially equal qualifications to those of non-residents. If the CDC is required to employ state residents, the CDC shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

### **Article 3. Payment**

**3.1** The COUNTY shall pay CDC for the services performed pursuant to this Agreement pursuant to the terms detailed in **Attachment B**, attached hereto and a part of herein. This pricing set in this Agreement shall prevail for the full duration of the initial contract term.

**3.2** The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

**3.3** The CDC agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project and as specifically required by the Federal or state granting agency, and receiving no payment until all required

forms are completed and submitted. A copy of the requirements shall be supplied to the CDC by the COUNTY upon request.

#### **Article 5. County Responsibilities**

**5.1** COUNTY shall designate a County staff member to act as COUNTY's Project Administrator and/or Spokesperson.

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

**5.3** COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

#### **Article 7. Special Terms and Conditions**

**7.1** Termination. This Agreement may be terminated by the COUNTY upon ten (10) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required ten (10) day advance written notice, COUNTY shall reimburse CDC for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CDC shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CDC shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

**7.2** Insurance. The CDC shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CDC against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CDC under the terms and provisions of this Agreement. The CDC shall provide an original certificate of insurance to the COUNTY before any service or

work begins under this Agreement. Such policies of insurance and confirming certificates of insurance shall insure the CDC is in accordance with the following minimum limits:

- (i) 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              |

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

|                       |             |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

- (iii) 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 vendor 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.

- (iv) 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 |

- (v) The following additional coverage must be provided if a dollar value is inserted below:

|   |          |
|---|----------|
| Loss of Use at coverage value:              | \$ _____ |
| Garage Keepers Liability at coverage value: | \$ _____ |

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

- (vii) 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 all applicable policies.
- (viii) Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.
- (ix) Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.
- (x) 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 by the COUNTY.
- (xi) 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
- (xii) 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 CDC shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- (xiii) 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 CDC and/or subcontractor providing such insurance.
- (xiv) The CDC shall be responsible for subcontractor, if any, and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CDC's requirements.
- (xv) Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.
- (xvi) Neither approval by the COUNTY of any insurance supplied by the CDC, nor a failure to disapprove that insurance, shall relieve the CDC of full responsibility of liability, damages, and accidents as set forth herein.

**7.3 Indemnity.** CDC shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CDC to take out

and maintain the above insurance. Additionally, CDC 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, commissioners, 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 resulting from the negligent act, error or omission of CDC, its agents, employees or representative, in the performance of CDC's duties set forth in this Agreement.

**7.4 Independent Contractor.** CDC, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CDC shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CDC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CDC 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 CDC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

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

**7.6 Conflict of Interest.** CDC agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CDC hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CDC conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

**7.7 Retaining Other contractors.** 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 CDC or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**7.8 Additional Services.** Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CDC or to acquire the items from another vendor through a separate solicitation

**7.9 Right to Audit.** The County reserves the right to require CDC to submit to an audit by any auditor of the COUNTY's choosing. CDC 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. CDC shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CDC 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. This provision is hereby considered to be included within, and applicable to, any subCDC agreement entered into by the CDC in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CDC to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CDC. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CDC's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CDC.

#### **7.10 Public Records.**

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CDC 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 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 CDC's office or facility. The CDC shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CDC shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CDC shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CDC 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 CDC will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CDC shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CDC upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**7.11 Minimum Wage.** The wage rate paid to all laborers, mechanics and apprentices employed by CDC for the work under the Agreement shall not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**7.12 Risk of Loss.** CDC assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CDC, and until delivery to and acceptance of that property to the COUNTY. The CDC shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CDC or a third party.

## **Article 8. Miscellaneous Provisions**

**8.1** 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.

**8.2** 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.

**8.3** 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.

**8.4** 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.

**8.5** 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.

**8.6** During the term of this Agreement CDC assures 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 CDC does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CDC employees or applicants for employment. CDC understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**8.7** CDC shall at all times comply with all Federal, State and local laws, rules and regulations. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the CDC.

**8.8** The employee(s) of CDC shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CDC shall provide employee(s) capable of performing the work as required. The COUNTY may require the CDC to remove any employee it deems unacceptable. All employees of the CDC shall wear proper identification.

**8.9** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**8.10** With the consent of CDC, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the County identifying the requirements of the additional County department(s).

**8.11** The CDC shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

**8.13** 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.

**8.14** 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, addressed as follows:

If to CDC:

Consumer Debt Counselors, Inc.

If to COUNTY:

County Manager

831 W. Morse Blvd  
Winter Park, FL 32789

County Administration Building  
315 West Main Street, Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800

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 9. Scope of Agreement**

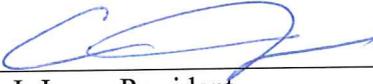
9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

9.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

|              |                   |
|--------------|-------------------|
| Attachment A | Scope of Services |
| Attachment B | Pricing           |

**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 and by CDC through its duly authorized representative.

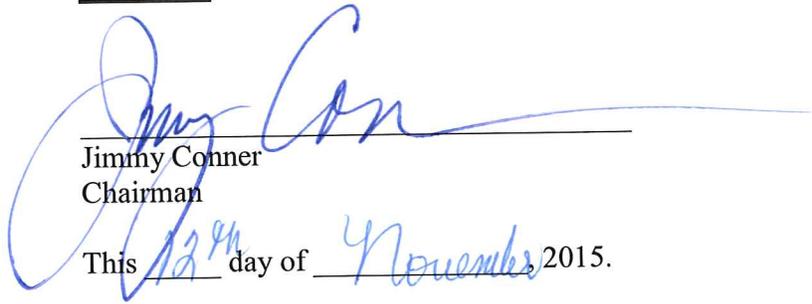
**CDC**

By:   
George J. Janas, President  
Consumer Debt Counselors, Inc.

**COUNTY**

ATTEST:

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

  
Jimmy Conner  
Chairman

This 12<sup>th</sup> day of November, 2015.

Approved as to form and legality:

  
Melanie Marsh  
County Attorney

## ATTACHMENT A: SCOPE OF SERVICES

### HOME BUYER SERVICES

#### 1. Pre-Screening of Applicants:

The vendor shall only accept written referrals from Lake County Housing for participation in this program. Every household wishing to participate in the classes shall be prescreened for mortgage readiness. Pre-screening will include but is not limited to explaining the advantages and disadvantages of homeownership to the clients, the players in the home buying process, what lenders look for, and most importantly, determining whether or not the client is mortgage ready. The mortgage-readiness determination consists of reviewing the client's income, expenditures and debt, employment history and credit report, and determining how much house the client can afford. Clients who are not mortgage ready will be considered for additional credit services provided by the vendor, subject to approval by Lake County. Those who are mortgage ready will be referred to the homebuyer classes, described below.

All pre-screenings shall be performed by a homebuyer counselor certified through the U.S. Department of Housing and Urban Development or Neighborworks America, Inc. It shall be the responsibility of the counselor to ensure that all credentials remain current.

Homebuyer and Home Maintenance Classes: Homebuyer and home maintenance classes are mandatory for participants in the Home Purchase Assistance program (HUD and SHIP funded). Participants in the NSP, CDBG, and the SHIP programs are required to complete the home maintenance classes.

ANY SELECTED PARTICIPATING AGENCY IS PROHIBITED FROM PROVIDING HOUSING COUNSELING SERVICES TO PARTICIPANTS PURCHASING A HOME THROUGH A PROGRAM THAT THE SAID ORGANIZATION IS THE OWNER OF RECORD FOR THE PROPERTY BEING SOLD.

#### 2. Educational program and requirements.

Homebuyer classes will begin shortly after award and each qualified organization will be expected to conduct at least one (1) class during 2015, and a minimum of twelve (12) classes per calendar year, thereafter. Total contact time shall be at least eight (8) hours for home purchase and five (5) hours for home rehabilitation and emergency repair clients. Classes may be held more frequently at the discretion of the presenter; however, calendars shall be supplied to the County.

Each homebuyer class shall be taught by a homebuyer counselor certified through the U.S. Department of Housing and Urban Development or Neighborworks America, Inc. It shall be the responsibility of the counselor to ensure that all credentials remain current.

Subject matter to be covered in the homebuyer series shall include, but not be limited to:

- Overview of the home buying process

- Lake County Home Purchase program and other housing assistance (Bond money, etc.)
- Types of mortgages available and FHA
- Predatory lending and foreclosure prevention
- Escrow accounts (taxes, insurance)
- Mortgage insurance
- Basic Underwriting Readiness
- Hints on shopping for a home (what to look for in the neighborhood)
- Fair housing
- Homeowners Association fees and deed restrictions
- Energy efficiency
- Flood insurance

Qualified organizations shall also be expected to conduct home maintenance classes, and shall allow Home Rehabilitation/Replacement and Emergency Repair program participants to attend. Total contact time shall also be five (5) hours. Home Rehabilitation/Replacement and Emergency Repair courses shall be conducted no less than six (6) times during the year, and may be provided in conjunction with the homebuyer class sessions discussed above. Subject matter covered shall include but not be limited to:

- Home inspections to determine maintenance needs
- Routine care of electrical, HVAC and plumbing systems
- Termite protection and pest control
- Purchase and care of appliances
- Caring for interior surfaces and cleaning
- Caring for yard and exterior surfaces
- Neighborhood environment and safety
- Home repairs (contracting vs. doing it yourself, mildew prevention, painting, plumbing, repairing screens and windows.)
- Money management for homeowners (financial responsibility, preventing foreclosure, tax deductions, homestead exemption, homeowners insurance, records and important papers, energy conservation)

The presenting organization shall be responsible for procuring venues around the County to hold the classes. The insurance requirement stated in provision 1.8 applies if the vendor arranges for use of a County facility in this regard.

Syllabuses for both classes shall be preapproved by the County. A draft syllabus for both the homebuyer class and the home maintenance class is to be provided after award in sufficient time to enable the County to review and comment, and to allow any associated vendor revisions to be completed at least two (2) weeks prior to the first class presentation. Power point presentations

and other visual aids shall be used in presenting the abovementioned subject matter. Each household attending shall receive one (1) set of reference materials, regardless of how many adults attend the classes. The cost of producing the materials shall be the responsibility of the presenter.

The classes shall be made available for a nominal fee to qualified clients, but attendance is limited to households who have been pre-screened and are mortgage ready. All adults whose name will be on the mortgage must attend; other adults living within the same residence may also attend. The classes may be repeated one or more times at no additional cost to the homebuyer or the County, and may be attended on separate dates. At the end of each class every participant has the option of completing a course evaluation form prepared by the County.

The presenting organization shall be responsible for taking roll and submitting each roster to the County. The roster and course evaluation forms shall be returned to the County within two (2) business days from the date of the class.

The County will monitor the classes held by each qualified organization at least annually to ensure that the required material is being covered. The County reserves the right to monitor at any time without prior notice.

### 3. Loan Assistance:

Each qualifying organization shall have access to a lending consortium consisting of three (3) or more lenders. There shall be an initial history of working with the lenders if a consortium needs to be formed. Additional consortium members may be added later. There must also be contractual arrangement between the organization and the lenders in the consortium requiring them to abide by Lake County's lending guidelines as a condition of membership.

Qualifying organizations shall take applications from households wishing to participate in the Lake County's Home Purchase program, who have previously been determined mortgage ready through pre-screening, and who have completed the Homebuyer and Home Maintenance classes. No application fees shall be charged to applicants. Taking the application consists of assisting the applying household to complete the application form, ensuring that the form is properly notarized, and compiling all of the necessary backup information. It is the responsibility of the organization taking the application to ensure that all of the backup documentation is included before the application packet is submitted to the County's Housing Division for funding. Final determinations of eligibility will be made by the County. Incomplete applications will be returned along with a written explanation of the additional information needed. The organization shall also refer clients to members of its lending consortium, and shall encourage them to deal directly with lenders.

## Attachment B: Pricing

Pursuant to the terms of this Agreement, the County agrees to pay CDC for the following services:

- a. Client Assessment—Customers who apply for the down payment assistance program.
- b. Homebuyer Express—Customers with little or no obstacles and are mortgage ready.
- c. Additional 1:1 Sessions—Customers with minor credit issues that can be resolved in six (6) months or less.
- d. Individual Counseling—Customers with more complex credit issues that will take more than six (6) months to repair.
- e. Homebuyer Club—Customers who have a desire to own a home but may take up to two (2) years to become mortgage ready.
- f. Home Maintenance—Customers who are participating in the Emergency Repair or Demo/Rehab program.
- g. Successful Closings—Customers who have completed the process of purchasing a home.

Payment for classes/sessions will be as follows:

| <u>Class/Session</u>     | <u>Lake County</u> | <u>Client Cost</u> |
|--------------------------|--------------------|--------------------|
| Client Assessment        | \$150              | \$25               |
| Homebuyer Express        | \$150              | N/A                |
| Additional 1:1 sessions  | \$50               | \$10               |
| Individual Counseling    | \$50               | \$10               |
| Homebuyer's Club         | \$35               | \$10               |
| Home Maintenance Classes | \$150              | \$10               |
| Successful Closings      | \$250              | N/A                |

Fees for successful loan closings shall be indicated on the relevant settlement statement as a closing cost, and shall be included in the down payment and closing cost assistance rendered. An invoice shall be submitted at least ten (10) working days prior to the established closing date that clearly details the related charges and provides all required supporting documentation to include a copy of any class certification and a completed Housing Services reimbursement form (initial copy to be provided by the County after award).

The rates indicated above shall include all expenses incurred in carrying out the assessment, homebuyer education, 1:1 sessions, individual counseling, homebuyer's club, home maintenance classes, and application processes, including but not limited to labor, supervision, marketing, printing/publishing, developing the curriculum, materials and supplies for the classes, reproducing evaluation forms, certificates, name tags, pens, pencils, folders, etc., plus travel expenses to and from class locations, all office expenses, and all correspondence and postage.

CDC may invoice the County \$150.00 per household for allowing Housing Rehabilitation/Replacement clients to attend the Home Maintenance classes. This specific billing applies only to provision of training to Emergency Repair and Housing Rehabilitation/Replacement clients. An invoice shall be submitted not later than thirty (30) calendar days after the completion of training that clearly details the related charges and provides all required supporting documentation to include a copy of any class certification, the class syllabus, and a completed Housing Services reimbursement form (initial copy to be provided by the County after award).

All invoices shall be submitted by mail to the:

Lake County Housing Division  
Lake County Department of Community Services  
P.O. Box 7800  
Tavares, FL 32778-7800

Or hand delivered to the:

Lake County Housing Division  
2008 Classique Lane  
Tavares, FL 32778

Each invoice shall reference a detailed description of services and fees. The County will make payment in accordance with the Florida Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

Since the entire cost for the above described services is paid with State funds, CDC will be expected to comply with all the State requirements applicable to use of the funds, including receiving no payment until all required forms are completed and submitted.

CDC acknowledges that the program has limited funding. If the funding is depleted the County may require the suspension of services with the option of resuming services once funding again becomes available. The County will provide reasonable written notice to CDC should funding have to be suspended.