



CV1 Mortgage Assistance Program Duplication of Benefits Agreement with Recipient

Recipient is applying for the Lake County CV1 Mortgage Assistance Program to provide funding for the following activity for the property identified in the application: pay mortgage payments; hereby agrees as follows:

Federal Benefits and Charitable Donations

Recipient agrees that if he/she receives further federal benefits or charitable donations to (pay mortgage payments) in connection with the COVID-19 response, the recipient will report receiving benefits by emailing CDBG@lakecountyfl.gov or calling 352-742-6539 within one (1) month of receipt of additional proceeds and/or benefits. If recipient fails to report additional federal benefits or charitable donations, then Lake County may require immediate repayment in full of the entire amount of assistance provided by the Jurisdiction.

Duplication of Benefits

Recipient agrees that if benefits received subsequent to the receipt of CV1 Mortgage Assistance funds are a duplication of benefits (DOB) received from other sources such as federal benefits or charitable donations, that the following shall apply:

1. If the Award has been fully expended by Lake County, any Subsequent DOB Proceeds shall be repaid by Recipient to Lake County up to the amount of the Award.
2. If no portion of the Award has been expended by Lake County, any Subsequent DOB Proceeds shall be paid by Recipient to Lake County and used to reduce the Award. If the application of the Subsequent DOB Proceeds would reduce the Award to zero, all Subsequent DOB Proceeds and any funds previously paid by the Recipient to Lake County shall be returned to the Recipient, and this Agreement shall terminate.
3. If some portion of the Award has been expended by Lake County, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (1) Subsequent DOB Proceeds shall first be paid by Recipient to Lake County to reduce the unexpended portion of the Award; (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Award to zero, any remaining Subsequent DOB Proceeds shall be applied to expended portion of the Award and retained by Lake County; (3) if the application of the Subsequent DOB Proceeds reduces both the unexpended and the expended portions of the Award to zero, any remaining Subsequent DOB Proceeds shall be returned to the Recipient, and this Agreement shall terminate.
4. If Lake County makes the determination that the Recipient does not qualify to participate in the Program or the Recipient decides not to participate in the Program, the Subsequent DOB Proceeds and any funds previously paid by the Recipient to Lake County that have not been used or obligated by the Program shall be returned to the Recipient, and this Agreement shall terminate.

5. Once Lake County has recovered an amount equal to the Award, Lake County will reassign to Recipient any rights assigned to Lake County pursuant to this Agreement.

Income Eligibility

Recipient certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Recipient’s eligibility to receive CRF funds.

Enforcement

The Recipient and Lake County acknowledge that Lake County has the right and responsibility to enforce this agreement.

Termination

If the Recipient does not violate any of the terms listed in this agreement, then this agreement will be considered released on the 20th day of August, 2023 .

IN WITNESS WHEREOF, the undersigned recipient(s) has/have affixed his/her signature(s) and seal(s) this day of .

Signed, sealed and delivered in the presence of:

Witness Signature

Recipient Signature

Witness Signature

Recipient Signature (other adult)