

RESOLUTION NO. 2015-_____

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA HOUSING FINANCE CORPORATION FOR HHF ADVISOR SERVICES FOR THE HFA HARDEST HIT FUND PRINCIPAL REDUCTION PROGRAM; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment to Contract between the City of Pompano Beach and Florida Housing Finance Corporation, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Florida Housing Finance Corporation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



City Attorney's Communication #2015-712

March 13, 2015

TO: Mark Korman, Program Compliance Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – First Amendment / HFA Advisor Services

As requested in your e-mail of March 12, 2015, I have prepared and attached the following form of resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA HOUSING FINANCE CORPORATION FOR HHF ADVISOR SERVICES FOR THE HFA HARDEST HIT FUND PRINCIPAL REDUCTION PROGRAM; PROVIDING AN EFFECTIVE DATE.

Prior to submitting the resolution to the City Commission, please attach the appropriate city signature page to the agreement.


GORDON B. LINN

GBL/jrm
L:cor/comdev/2015-712

Attachment

**FIRST AMENDMENT
TO CONTRACT NUMBER 2010-07-02-063 PRP**

This FIRST AMENDMENT (“Amendment”) to HFA Hardest Hit Fund Principal Reduction Program CONTRACT NUMBER 2010-07-02-063 PRP is entered into effective as of April 1, 2015 (“Effective Date”) by and between the FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CITY OF POMPANO BEACH (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Principal Reduction Program Contract Number 2010-07-02-063 PRP, dated 8/12/2013 (“Contract”) wherein Service Provider agreed to provide or perform advisor services pursuant to RFQ 2010-07. As used herein, “Contract” shall include within its meaning any modification or amendment to the Principal Reduction Contract.
- B. The initial term of the Contract was for two (2) years, beginning on 8/12/2013 and ending on 8/11/2015 (“Original Expiration Date”)
- C. Section 4. of the Contract provides that the Contract may be renewed for three (3), one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the first one-year renewal term, subject to the terms and conditions set forth below.
- E. Florida Housing and Service Provider also wish to amend certain provisions of the Contract, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be deemed effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.
- 2. Amendment. Sections 6, and 11(a) of the Contract are hereby amended and restated as follows:

“6. COMPENSATION”

For purposes of determining if a file is a Tier I, II, III or IV file, and thus entitled to compensation at the corresponding rates as set forth below, Florida Housing shall use the tier descriptions as set forth in the FLORIDA HOUSING FINANCE CORPORATION PR HHF DOCUMENT and ELIGIBILITY DETERMINATION CHECKLISTS (the “PR HHF Advisor Checklists”) dated February 2015, as amended from time to time, to compensate the HHF Advisor for eligibility determination services rendered. The PR HHF Advisor Checklists are subject to amendment from time to time during the term of this Contract by Florida Housing; amended and updated PR HHF Advisor Checklists will be made available to the HHF Advisor in the Counselor Direct system. Compensation rates shall be based on the tier descriptions in the HHF Advisor Checklists in effect at the time the eligibility determination is made for an Applicant. As used herein, the term PR HHF Advisor Checklists shall mean the PR HHF Advisor Checklists as amended or modified from time to time during the term of this Contract.

The HHF Advisor shall not be permitted to charge the Applicant for any services rendered under this Contract. All compensation will be supplied under the terms of this Contract in amounts set forth below:

- **Determination of eligibility for Principal Reduction:**
 - **For Applicants whose first eligibility determination is made under the criteria set forth in the HHF-PR Advisor Procedures Manual:**
 - **Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing:**
 - Tier IV files: \$500;
 - Tier III files: \$400;
 - Tier II files: \$300; and
 - Tier I files: \$200;
 - **Determined ineligible due to initial credit failure: \$200;**
 - **Determined ineligible by the HHF Advisor and subsequently confirmed ineligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedures Manual: \$75;**
 - **For Applicants determined ineligible by the HHF Advisor when initially reviewed where it was determined by Florida Housing that the proper documentation to support the ineligibility determination was not provided, the HHF Advisor will be required to submit the proper documentation.**

Upon receipt of proper documentation as verified by Florida Housing to support the ineligibility determination: \$35;

- Applicants previously determined ineligible under the eligibility criteria set forth in the HHF-PR Advisor Procedures Manual (where an ineligibility letter was issued and an Advisor Agency was paid for an eligibility determination):
 - Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual: \$425 maximum;
 - Remain ineligible under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual – no payment;
- Applicants previously determined ineligible due to initial credit failure:
 - Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual:
 - Tier IV files: \$300;
 - Tier III files: \$200;
 - Tier II files: \$100; and
 - Tier I files: no payment;
 - Remain ineligible under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual – no payment;
- For eligible self-employed borrowers or co-borrowers, Tier II shall be the minimum compensation level;
- Payment for eligibility determinations shall be capped at one (1) ineligible and one (1) subsequent eligible determination, if applicable, per client; and

➤ Loan Closing - \$100.

11. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Contracts Manager
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 414-6548
E-mail: contracts.manager@floridahousing.org

3. Renewal. The Contract, as amended, is hereby renewed for the first one-year renewal term, beginning at midnight on the Original Expiration Date and ending August 31, 2016. It is the intent of the parties that the renewal term of the Contract end on a date that coincides with the last day of a calendar month such that the term of this Contract and the terms of other HHF Advisor contracts which are being amended and renewed simultaneously herewith end on a common date. To that end, the parties agree that the term of the renewal period may be more or less than one calendar year depending on the Original Expiration Date, but that such term shall nevertheless represent the first of the three (3) one-year renewal terms as provided in the Contract. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

4. General Terms and Conditions.

(a) This Amendment shall be attached to and made a part of the Contract. Provided, the failure to physically attach this Amendment to the Contract shall not, of itself, affect the validity and enforceability of the Amendment in accordance with its terms.

(b) This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

(d) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

(e) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable

under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

(f) Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, Florida Housing and Service Provider have executed this FIRST AMENDMENT to Principal Reduction Contract Number 2010-07-02-063 PRP, by a duly authorized representative, effective as of the Effective Date.

CITY OF POMPANO BEACH

By: _____

Name: _____

Title: _____

Service Provider FEIN: _____

Date: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____
Stephen P. Auger, as Executive Director

Date: _____

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number