

Date _____

9/13/16

Date 9/21/16

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	4,634	24,054			
External Revenue	(3,384)	(20,304)			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	1,250	3,750			

# ADDITIONAL FTE POSITIONS (Cumulative)					
---	--	--	--	--	--

Is Item Included In Current Budget? Yes X No

Budget Account No.:

Fund 1006 Dept 144 Unit 1451 Object Var. Program Code Var. Program Period Var.

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding source is AAA Non-Grant Elmore Program and \$5,000 transfer from previously allocated DOSS General Fund. Sufficient funding is included in the current and proposed FY2017 budgets to meet County obligations.

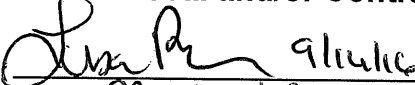
Total Funding	1451
Funds	Elmore
AAA Professional Contract	23,688
Match (10%)	0
NSIP	0
Program Income	0
Addnl. County Funds	<u>5,000</u>
Total	28,688

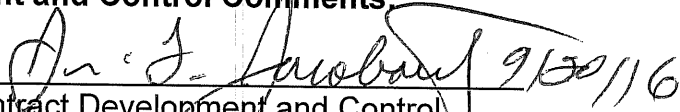
C. Departmental Fiscal Review:


Julie Dowe, Director, Finance & Support Services

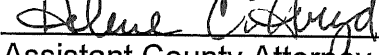
III. REVIEW COMMENTS

OFMB Fiscal and/or Contract Development and Control Comments:


OFMB 23 9/13 9/13


Contract Development and Control
9/20/16

Legal Sufficiency:


Assistant County Attorney

Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT
FUND 1006 DOSS - Administration

Page 1 of 1 pages

BGRV - 144- 091216*549

BGEX - 144- 091216*1931

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 9/27/16	REMAINING BALANCE
<u>REVENUES</u>								
<u>DOSS-CCE</u>								
144-1443-8000	Transfer from General Fund 0001	1,402,634	1,252,634	0	5,000	1,247,634		
<u>Elmore Program</u>								
144-1451-4699	Charge Services Other Human Services	0	0	23,688		23,688		
144-1451-8000	Transfer from General Fund 0001	0	0	5,000		5,000		
	Total Receipts and Balances	8,870,388	11,429,510	28,688	5,000	11,453,198		
<u>EXPENDITURES</u>								
<u>DOSS-CCE</u>								
144-1443-3401	Other Contractual Services	1,514,883	2,713,685	0	5,000	2,708,685	1,301,990	1,406,695
<u>Elmore Program</u>								
144-1451-1201	Salaries & Wages Regular	0	0	18,306		18,306	0	18,306
144-1451-2101	FICA-Taxes	0	0	1,134		1,134	0	1,134
144-1451-2105	FICA-Medicare	0	0	264		264	0	264
144-1451-2201	Retirement Contributions-FRS	0	0	1,390		1,390	0	1,390
144-1451-2301	Insurance-Life & Health	0	0	5,594		5,594	0	5,594
144-1451-3401	Other Contractual Services	0	0	400		400	0	400
144-1451-4001	Travel & Per Diem	0	0	400		400	0	400
144-1451-4007	Travel-Mileage	0	0	800		800	0	800
144-1451-5101	Office Supplies	0	0	400		400	0	400
	Total Appropriations & Expenditures	8,870,388	11,429,510	28,688	5,000	11,453,198		

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of September 27, 2016

Mal

L. Smith

9/14/16

Deputy Clerk to the
Board of County Commissioners

**AGREEMENT FOR
AREA AGENCY ON AGING SERVICES FOR THE HFA HARDEST HIT FUND ELDERLY MORTGAGE ASSISTANCE
PROGRAM
BETWEEN
PALM BEACH COUNTY AND
AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.**

This Agreement for Hardest Hit Fund (HHF) Area Agency on Aging ("AAA") Services for the HFA Hardest Hit Fund Elderly Mortgage Assistance ("Elmore") Agreement # 2015-305-9500 (Agreement) is entered into by and between the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. hereinafter referred to as the "Agency," and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Provider", and collectively referred to as the "Parties." Upon execution by both Parties, this Agreement shall become effective on July 1, 2016 (Effective Date).

MUTUAL UNDERSTANDINGS

Florida Housing was directed by the U.S. Department of the Treasury (Treasury) to create and administer foreclosure prevention assistance programs (the "Hardest Hit Fund Foreclosure Prevention Programs") that address the unique issues of our state. The Elmore Program (see attached brochure and checklists) meets this objective by providing assistance to senior Florida homeowners who, after having received all of the equity proceeds that they were due under their reverse mortgage loans, are at risk of foreclosure due to their inability to pay property taxes, flood and hazard insurance premiums, special assessments, association dues, attorney's fees, property inspections, and other contractually required charges ("Property Charges") on their homes as required under the terms of their reverse mortgages, to the extent such charges are payable from an escrow or reserve account maintained by the servicer or have been advanced by the servicer of the reverse mortgage.

As used herein, the term "Applicant" means the borrower (including any co-borrower) under a mortgage loan who applies for assistance under the Elmore Program and the term "Elmore Advisor Agency" means an entity, organization or individual under contract with Florida Housing to render advisor services in connection with the Elmore Program

Florida Housing has determined that the senior homeowners targeted for assistance under the Elmore Program in many instances require special assistance and services in assembling and providing the documents and information needed in order to qualify and process their applications for Elmore assistance. The desired services entail in-home visits to assist the homeowner in assembling, copying and providing full and complete documentation and information needed by the Elmore Advisor Agency in order to qualify and process the homeowner's application for Elmore assistance.

These services shall be known as "Contractor and professional services" and shall include, but not be limited to, the provision of advice and assistance to Florida Housing in collecting documents and information from the homeowner as necessary in order for the Elmore Advisor Agency to make an initial eligibility determination and/or process the homeowner's application for assistance under the Elmore Program.

Florida Housing wishes to establish a pilot program utilizing the services of the Agency to provide assistance to senior Elmore applicants in Palm Beach, Martin, St. Lucie, Indian River and Okeechobee counties as provided under the terms of this Agreement. The Agency in turn wishes to subcontract a portion of these responsibilities to the Provider.

The Provider is the designated lead agency for Community Care Service Area Palm Beach A and as such, is uniquely qualified to provide the services under this Agreement in conjunction with the services it currently provides to seniors in the area it serves.

The Provider has offered to provide such services and the Agency has agreed to accept the offer, all upon the terms and conditions as set forth in this Agreement.

The Provider is a political subdivision of the State of Florida, and shall perform and render the services identified in this Agreement as an independent Contractor and not as an agent, representative, or employee of the Agency.

Agency payments to Provider will be subject to the availability of funds.

NOW, THEREFORE, the Parties agree as follows:

1. ENGAGEMENT OF THE PROVIDER; BACKGROUND SCREENING OF PERSONNEL.

The Provider agrees to provide the services in accordance with the terms and conditions hereinafter set forth. The Provider understands and agrees that all services under this Agreement are to be performed solely by the Provider.

The Provider agrees that in rendering the services under this Agreement, it will use only those personnel who have satisfactorily passed Level 2 background screening pursuant to chapter 435, Florida Statutes, and have been cleared by the Provider to enter homes of seniors to provide services under other state and federal programs designed to assist seniors. If requested by the Agency, the Provider shall provide the names of its personnel providing services under this Agreement and evidence that such personnel have been screened.

2. PROCEDURES MANUAL.

The Provider shall use the applicable criteria set forth in the Florida Hardest-Hit Fund Elmore Document Collection Procedures Manual (the "Procedures Manual") in rendering the services under this Agreement. From time to time during the term of this Agreement, the procedures may be updated and provided to the Provider by the Agency. The Provider is required to apply the criteria and procedures in effect at the time in its dealings with any Applicant. As used herein, the term Procedures Manual shall mean the Procedures Manual as amended or modified from time to time during the term of this Agreement.

References herein to "this Agreement" shall be deemed to include the Procedures Manual, as same be amended or modified from time to time during the term hereof.

3. INCORPORATION OF MUTUAL UNDERSTANDINGS, LAWS, RULES, AND REGULATIONS

The Mutual Understandings (or recitals) set out above are incorporated into and made a part of this Agreement.

Applicable federal and state laws, rules, and regulations, as well as such written directives and guidance as may be issued from time to time by Treasury with regard to the Elmore Program or HHF programs generally, shall govern the Agency, Provider and Florida Housing.

4. EFFECTIVE DATE AND TERM OF AGREEMENT.

Upon execution by both Parties, this Agreement shall become effective on July 1, 2016 (Effective Date).

The term of this Agreement shall be for a period of two (2) years following the Effective Date, subject to satisfactory performance of the Provider at the sole discretion of the Agency. If the Parties mutually agree in writing, the Agreement may be renewed up to three (3) times. Each renewal shall be for an additional one-year period.

5. MODIFICATION OF AGREEMENT.

Either Party may request a modification of the provisions of this Agreement. Modifications that are mutually agreed upon shall be valid only when reduced to writing, signed by the Parties and attached to this Agreement. All other terms and provisions, not so modified, shall remain in full force and effect.

6. COMPENSATION

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

A rate of \$47.00 shall be paid to the Provider for each hour that is spent in person with the homeowner assisting him or her with locating, assembling, copying, downloading or otherwise collecting the documents necessary to determine the homeowner's eligibility for the Elmore Program. This also includes time spent scanning, transmitting and reviewing these documents with the applicable Elmore Advisor Agency.

The Provider shall invoice the Agency monthly on the fifth day of the month following service using the Hardest Hit Expense Report (HER), attached. The Agency will verify the invoice against system documentation.

7. APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION

- (a) **Applicant Privacy:** The Provider shall send the Agency all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Agreement, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator (URL) information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.
- (b) **Contents of the Files:** The Provider shall send electronically Applicant files containing documentation collected from the homeowner for Elmore assistance in accordance with the applicable guidelines under this Agreement. The Provider must keep records for compensation paid to the Provider for services rendered in connection with this Agreement. Files shall include, to the extent applicable, reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Provider in connection with this Agreement.
- (c) **Retaining the Files:** The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the Agreement or longer when required by law. In the event an audit is required by this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Agency. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.
- (d) **Files Subject to Florida's Public Records Law:** Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Provider in connection with this Agreement is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Provider represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2), Fla. Stat., the Provider is required "to comply with public records laws, specifically to:

- (i) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

- (ii) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (iv) Meet all requirements for retaining public records and transfer, at no cost, to the Agency all public records in possession of the Provider upon termination of the Agreement 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 Agency in a format that is compatible with the information technology systems of the Agency."
- (e) Use of Applicant Information: The Provider agrees to refrain from using any Applicant information obtained in the course of its performance under this Agreement for any purpose not specifically authorized by this Agreement without first obtaining the express written consent of the Applicant and the program contact for the Agency. Use of any Applicant information for any purpose not specifically authorized by this Agreement shall constitute an Event of Default under paragraph 9 of this Agreement. The terms and conditions in this subparagraph 7(e) shall survive the termination of the Agreement.

8. LIABILITY; INSURANCE AND FIDELITY BOND REQUIREMENTS

- (a) Neither Florida Housing nor the Agency shall be deemed to have assumed any liability for the acts, omissions, or negligence of the Provider, its agents, its servants, or employees, and the Provider specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees. Provider further acknowledges that it is not an employee or agent of Florida Housing or the Agency while performing the services contemplated by this Agreement. Rather, the Provider acknowledges that it is performing the services under this Agreement as an independent contractor. The Provider warrants and represents that it is authorized to do business in the State of Florida, and that it has and will maintain at all times during the term of this Agreement all requisite licenses and permits as may be required for doing business and practicing its profession.
- (b) The Provider specifically accepts responsibility for compliance with all applicable Florida laws, federal laws, Florida Housing rules and Florida Housing policies.
- (c) The Provider is a political subdivision of the State of Florida, and exempt from payment of Florida State Sales and Use Taxes. To the extent applicable, the Provider specifically accepts responsibility for the payment of all income taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments paid to or by the Provider in conjunction with the services rendered pursuant to this Agreement or in connection with the Provider's property. At no time shall the Provider make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing or the Agency.
- (d) The Provider is a political subdivision of the State of Florida, entitled to sovereign immunity, and nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the Provider.
- (e) The Provider shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any termination or breach of this Agreement by the Provider.
- (e) The Provider must maintain, at its cost and expense, general liability insurance coverage on a continuous basis throughout the term of the Agreement and any renewals thereof. The Provider shall provide the Agency evidence of such coverage in the form of a certificate of insurance at the inception of this Agreement and thereafter from time to time as the policy is renewed and at such other times as the Agency may request it.
- (f) The Provider must maintain current levels, at its cost and expense, third-party fidelity bond coverage on a continuous basis throughout the term of the Agreement and any renewals thereof in an amount appropriate to the services rendered, but not less than \$25,000 providing coverage against theft and dishonesty of the Provider, its employees and any other

personnel that it may engage in rendering services under this Agreement. The Provider shall provide the Agency evidence of such coverage in the form of a certificate of insurance or such other documentation as may be customary to evidence such coverage at the inception of this Agreement and thereafter from time to time as the bond is renewed and at such other times as the Agency may request it.

9. DEFAULT AND REMEDIES

- (a) If any of the events listed in subparagraph 9(b) (Events of Default) occur, all obligations on the part of the Agency to continue doing business with the Provider or assign any future transaction to the Provider shall, if the Agency so elects, terminate and the Agency may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, the Agency may continue doing business with the Provider as a participant after the happening of any event listed in subparagraph 9(b) without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Provider in the final transaction.
- (b) Events of Default shall include, but not be limited to, the following:
 - i. If any report, information, representation or material provided by the Provider in this Agreement, is inaccurate, false or misleading;
 - ii. If any warranty or representation made by the Provider in this Agreement, or any other outstanding agreement with the Agency is deemed by the Agency to be inaccurate, false or misleading in any respect;
 - iii. If the Provider fails to keep, observe, or perform any of the terms or covenants contained in this Agreement, or is unable or unwilling to meet its obligations as defined in this Agreement;
 - iv. If, in the sole discretion of the Agency the Provider has failed to perform or complete any of the services identified in this Agreement;
 - v. If the Provider has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work or services to be provided under this Agreement;
 - vi. If the Provider permits or engages in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability in performing any service identified in this Agreement;
 - vii. If the Provider does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
 - viii. If the Provider commits fraud or engages in activities deemed fraudulent or misleading by Florida Housing;
 - ix. If the Provider refuses to permit public access to any document, paper, letter, or other material subject to disclosure under Florida's Public Records Law; or
 - x. If the Provider, or any of its staff, are listed on Florida Housing's Past Due or Non-Compliance List (available on Florida Housing's website).
 - xi. If the Provider fails to maintain the insurance and bond coverages as required in 8 (e) and (f) above in effect at all times during the term of the Contract and any renewals thereof.
- (c) Upon the happening of any Events of Default listed in subparagraph 9(b) above, the Agency will provide written notice of the Default through first class certified mail, return receipt requested (Notice of Default), to the address set forth in paragraph 11(b) of this Agreement.

- (d) Upon the happening of any Events of Default listed in subparagraph 9(b), the Agency may provide the Provider a period of time to cure the Event of Default (Cure Period). If the Agency provides a Cure Period, the Agency will notify the Provider of the length of the Cure Period in the Notice of Default.
- (e) Upon the happening of any Event of Default, or if the Agency provides a Cure Period and if the Provider is unable or unwilling to cure the Event of Default within the Cure Period, the Agency may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude the Agency from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:
 - i. the Agency may terminate the Agreement;
 - ii. the Agency may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Agreement;
 - iii. the Agency may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Provider to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Provider to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Provider to reimburse the Agency for the amount of costs incurred; or
 - iv. the Agency may exercise any other rights or remedies that may be otherwise available under law.

10. TERMINATION; SURVIVAL OF OBLIGATIONS AND DUTIES OF AAA SERVICE PROVIDER UPON AND FOLLOWING TERMINATION

- (a) The Agency may terminate this Agreement without cause and the Agreement will automatically terminate on the thirtieth (30th) day after the representative of the Provider as identified in paragraph 11(b) of this Agreement receives written notice through first class certified mail, return receipt requested (Termination Notice). This Termination Notice shall be sent to the representative of the Provider identified in paragraph 11(b) of this Agreement.
- (b) The Agency shall unilaterally terminate this Agreement on the tenth (10th) day after the representative of the Provider as identified in paragraph 11(b) of this Agreement receives the Termination Notice if the Provider fails to comply with Florida's Public Records Law.
- (c) The Agency shall unilaterally terminate this Agreement on the tenth (10th) day after the representative of the Provider as identified in paragraph 11(b) of this Agreement receives the Termination Notice if the Provider fails to comply with the terms and conditions set forth ins. 420.512(5), Fla. Stat.
- (d) The Agency may terminate the Agreement for cause, including, but not limited to, the Events of Default contained in this Agreement. The Agreement will automatically terminate on the tenth (10th) day after the representative of the Provider as identified in paragraph 11(b) of this Agreement receives the Termination Notice.
- (e) This Agreement may be terminated by either Party upon thirty (30) days written notice. The Agreement will automatically terminate on the thirtieth (30th) day after the representative of the Party to whom the notice is directed as identified in paragraph 11 receives the Termination Notice.
- (f) Upon termination of this Agreement for any reason, the Provider shall:
 - i. Immediately cease the use of any logo, slogan, sigil, service mark, trademark or any other intellectual property of Florida Housing associated with the HHF Program in any and all media produced or maintained by the Provider;

- ii. Immediately cease to represent any association with the HHF Program for any purpose whatsoever in any and all media produced or maintained by the Provider; and
- iii. Notwithstanding the provisions of subparagraph 7(c) of this Agreement regarding the retention of records, the Provider shall destroy or delete all physical and electronic records containing any Applicant data or PII per the methods set forth in subparagraph 7(c) of this Agreement and provide the Agency with a written statement that all physical and electronic Applicant data has been provided to the Agency either in Counselor Direct or other electronic means acceptable to Florida Housing and subsequently destroyed or deleted.

The terms and conditions in subparagraphs (e) and (f) above shall survive the termination of the Agreement. Failure to comply with the terms of this part shall constitute an Event of Default pursuant to paragraph 9 above.

11. ADMINISTRATION OF AGREEMENT

- (a) The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. program administrator for this Agreement is:

Dennis Martin, Consumer Services Consultant
Area Agency on Aging PB/TC, Inc.
4400 N. Congress Avenue
West Palm Beach, FL 33401
(561) 684-5885
DMartin@YourADRC.org

- (b) The primary Provider program administrator for this Agreement is:

Faith Manfra, Director of Senior Services
Palm Beach County Board of County Commissioners
Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, Florida 33401
(561) 355-4746

- (c) All written and verbal approvals referenced in this Agreement shall be obtained from the Parties' program administrator or their respective designees.
- (d) All notices shall be given to the Parties' respective program administrators or their respective designees (unless a provision in the Agreement directs otherwise, in which case such notice shall be given to the person or contact as directed in that provision).

12. CONFIDENTIALITY

- (a) Subject to the provisions of Florida's Public Records Law, as applicable to Florida Housing, all materials furnished to Florida Housing, its agents or to any Elmore Advisor Agency pursuant to this Agreement are confidential and Provider will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Agreement with any other person or entity, except as authorized or directed by Florida Housing or the Agency.

- (b) In addition, working papers, copies, internal documents, procedures, methods and related materials are considered confidential and/or proprietary and the Provider shall treat such information as confidential and/or proprietary and shall not reveal or discuss any such information with any other person or entity, except as authorized or directed by Florida Housing or the Agency. All such records and materials will remain the property of Florida Housing.
- (c) If the Provider is required to disclose or publish the existence or terms of this Agreement pursuant to Florida's Public Records Law, then the Provider shall notify the Agency in writing of such disclosure within two (2) days after receipt of the Public Records request.

13. GOVERNING LAW; VENUE; OTHER PROVISIONS

- (a) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall lie in a court of competent jurisdiction located in Palm Beach County
- (b) If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the Agency of any right or remedy granted hereunder or failure to insist on strict performance by the Provider shall affect or extend or act as a waiver of any other right or remedy of the Agency hereunder, or affect the subsequent exercise of the same right or remedy by the Agency for any further or subsequent default by the Provider. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
- (d) Any power of approval or disapproval granted to the Agency under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- (e) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

14. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or federal agency. The Provider further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Agreement.

15. COPYRIGHT, PATENT AND TRADEMARK

- (a) If the Provider brings to the performance of this Agreement a pre-existing copyright, patent or trademark, the Provider shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Agreement provides otherwise.
- (b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Provider shall refer the discovery or invention to the Agency for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Provider shall notify the Agency in writing. Any and all copyrights or trademarks created by or in connection with the performance under this Agreement are hereby reserved to Florida Housing.
- (c) All subcontracts or other arrangements entered into by the Provider, with prior written approval and consent of the Agency for the purpose of developing or procuring copyrightable materials (e.g., audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve

Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

16. LEGAL AUTHORIZATION

The Provider certifies with respect to this Agreement that it possesses the legal authority to enter into this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Provider also certifies that the undersigned possesses the authority to legally execute and bind the Provider to the terms of this Agreement.

17. PUBLIC ENTITY CRIME

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity;
- (d) Be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and;
- (e) Transact business with any public entity in excess of the threshold amount provided in s.287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

18. CONFLICTS OF INTEREST

- (a) The Provider and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Agreement. For purposes of this paragraph, the term "Provider Employee" means any employee of the Provider. To that end, a Provider Employee may not handle, process, or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Elmore Program made by an Applicant that is a Relative, Friend or Business Associate of the Provider Employee. "Relative," for purposes of this paragraph, with respect to the Provider, Employee means an individual who is related to the Provider Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. "Friend," for purposes of this paragraph, with respect to the Provider Employee, means an individual, with whom the Provider Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the Provider Employee, means an individual, with whom the Provider Employee has a business or financial relationship. Should the Provider or the Provider Employee encounter any such situation, the Agency must be notified immediately by phone and in writing directed to the Agency program contact at the address set forth in subparagraph 11(c) of this Agreement and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by the Agency.
- (b) Pursuant to Section 420.512(5), Fla. Stat.:

"Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider."

(c) Section 420.503(31), Fla. Stat., states:

" 'Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."

(d) By executing this Agreement, the Provider certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(e) The Provider will certify that the staff and volunteers who will provide services under the Agreement have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household members, family members and/or other persons or entities that may stand to benefit from particular outcomes.

(f) In addition to the conflict of interest rules imposed by the Florida Statutes, and the conflicts of interest as described in subparagraph (a) above, should the Provider become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Agreement and prior to the conclusion of the Agreement, the Provider will provide immediate notification to the Agency, by phone and in writing through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the Agency program contact at the address set forth in subparagraph 11(d) of this Agreement, within five (5) working days. If the Provider is found to be in non-compliance with this provision, without prior written consent from

the Agency's Executive Director, any compensation received in connection with this Agreement shall be subject to forfeiture to the Agency.

19. FACILITIES

The facilities and premises used by the Provider in providing the services under this Agreement shall be maintained in commercially reasonable clean and safe condition, and accessible to all persons, including persons with disabilities.

20. OTHER LANGUAGES

The Provider must be prepared to communicate with non-English speaking Applicants in providing the services contemplated under this Agreement. To that end, the Provider either must have staff fluent in the language of any such Applicant or use interpreter services to ensure that such Applicant has access to the services and programs contemplated under this Agreement.

21. ANTI-DISCRIMINATION

The Provider will not permit or engage in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability.

22. COMPLIANCE

The Provider agrees to comply with quality control, compliance and evaluation of the Principal Reduction Program for activities performed pursuant to the Agreement.

23. ENTIRE AGREEMENT: ALL PRIOR AGREEMENTS SUPERSEDED AND TERMINATED

This Agreement, including any and all attachments, embodies the entire agreement of the Parties with respect to its subject matter. This Agreement supersedes and replaces all previous oral or written communications, representations or agreements in connection with or related to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned representatives as duly authorized. Upon execution by both Parties, this Agreement shall be effective as of the Effective Date.

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JULY, 2016

AGREEMENT # 2015-305-9500

PALM BEACH COUNTY, FLORIDA
Provider: A Political Subdivision of the State of
Florida

AREA AGENCY ON AGING OF
PALM/BEACH TREASURE COAST,
INC.

SIGNED BY: _____
Mary Lou Berger, Mayor

SIGNED BY: Barbara Fretwell

DATE: _____

NAME: Barbara Fretwell

SHARON R. BOCK, Clerk and Comptroller

TITLE: Board Chair

BY: _____
Deputy Clerk

DATE: 6/24/2016

DATE: _____

Federal Tax ID: 59-6000785

Fiscal Year Ending Date:

Approved as to form and legal sufficiency

Heline C. Drizd
Assistant County Attorney

Approved as to terms and conditions

G. Gaur
Department Director



we make housing available

You may qualify for up to \$25,000 in mortgage assistance through the

ELMORE PROGRAM

Florida Housing Finance Corporation (Florida Housing), in partnership with the Florida Department of Elder Affairs, Fannie Mae, and other agencies, has announced the **Elderly Mortgage Assistance Program (ELMORE)** to assist senior homeowners with reverse mortgages in Florida who may face foreclosure due to nonpayment of property-related expenses, such as property taxes, homeowners insurance, and homeowners and/or condo association fees. The goal is to help senior homeowners catch up on past-due payments and upcoming payments, so they can remain in their homes.

Call 1-800-601-3534 to Get Started

Monday – Friday, 9 a.m. to 8 p.m. (Eastern Time)

Saturday, 9 a.m. to 2 p.m. (Eastern Time)

Who is an eligible homeowner?

Who may get assistance?

ELMORE has specific income, hardship, and residency requirements. More information can be found on the ELMORE website (FloridaELMORE.org). The overall requirements are that you:

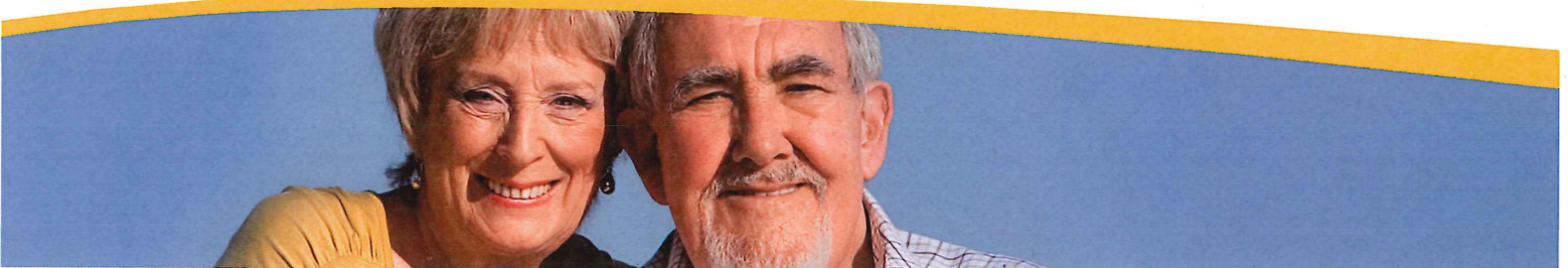
- Are a legal U.S. citizen or lawful permanent resident;
- Have a reverse mortgage secured by a property in Florida;
- Reside in your house as your primary residence;
- Have income lower than 140% of the average median income in your area;
- Have fallen behind on property-related expenses due to a hardship, such as medical expenses, reduction in income, home repairs, divorce, disability, unemployment, underemployment, or other challenges; and
- Can afford property-related payments once you catch up on payments with this program.

How does ELMORE work?

If approved, you may get up to \$25,000 to pay for property-related expenses through a forgivable 2-year loan. If you have already received assistance through the Florida Hardest-Hit Fund Program, your total assistance cannot exceed \$50,000. There is no interest on the loan, and there are no payments to make provided that you do not sell the property within 2 years of the date of this loan and you have satisfied all loan terms.

Here are the steps you take to apply for the ELMORE program:

1. Call toll-free **1-800-601-3534** to speak to a certified Reverse Mortgage counselor.
(Monday – Friday, 9 a.m. to 8 p.m. Eastern Time; Saturday, 9 a.m. to 2 p.m. Eastern Time)
2. Your counselor will gather your information—such as your income and hardship—to see if you may qualify. Qualification is based on several factors, including your income, hardship, remaining in the property as your primary residence, and being a legal U.S. citizen or resident.
3. If approved, you may get *up to \$25,000 to pay for property-related expenses through a forgivable 2-year loan.*
4. There is no interest on this loan, and there are no payments to make, provided that you do not sell the property within 2 years of the date of this loan and you have satisfied all loan terms.
5. The loan funds would be provided to your reverse mortgage servicer to reimburse the property-related expenses paid on your behalf.
6. Additional remaining funds may be used to pay for upcoming expenses for up to 12 months.



What are property-related expenses?

Payment of property-related expenses, such as property taxes, homeowners insurance (also called "hazard insurance, flood insurance") or homeowners association fees, is a requirement of your reverse mortgage. Not paying them can result in your loan going into default and foreclosure.

Who receives the funds?

The money is provided to your reverse mortgage servicer to reimburse property-related expenses paid on your behalf.

What if funds are left over?

Additional remaining funds may be used by your servicer to pay for upcoming expenses for up to 12 months.

What if I have a long-term hardship?

ELMORE is intended to help homeowners experiencing a short-term hardship (such as emergency medical expenses). As part of documenting your eligibility, you will be asked how you plan to recover from the hardship that has made it difficult for you to pay your property-related expenses.

What if I need help with other expenses?

Senior homeowners applying for ELMORE will be screened for eligibility for other assistance, such as assistance with the cost of food and medicine, to free up income that may be used toward future property-related expenses. This "benefits check-up" will determine whether there is a reasonable likelihood that you will be able to afford your property-related expenses on an ongoing basis.

Where can I learn more about the responsibilities of a reverse mortgage?

Information about reverse mortgages is available on Fannie Mae's Know Your Options website at KnowYourOptions.com/reverse, AARP's website at AARP.org, or the National Council on Aging's website at NCOA.org.

What if I've already received a foreclosure notice?

It still may not be too late for you to stay in your home. Call **1-800-601-3534** immediately to see if you may be eligible for ELMORE (Monday – Friday, 9 a.m. to 8 p.m. Eastern Time; Saturday, 9 a.m. to 2 p.m. Eastern Time).

How do I apply for ELMORE funds?

To apply for the ELMORE program, call toll-free **1-800-601-3534** to speak to a Reverse Mortgage counselor. You may want to have information about your reverse mortgage servicer when you call. Remember, the help is free, but

Am I already approved?

No, your approval will be based on your specific circumstances. When you call **1-800-601-3534**, you will speak to a Reverse Mortgage counselor

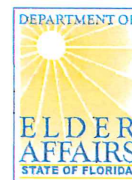
who will help you to determine if you qualify for ELMORE. If it appears that you may qualify, the Reverse Mortgage counselor will work with you to

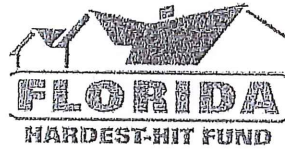
Who is Fannie Mae?

Fannie Mae is the leading source of residential mortgage credit in the United States. Fannie Mae purchases loans from mortgage lenders to ensure families can buy homes, refinance homes, or rent a good home. Fannie Mae is working with the Florida Department of Elder Affairs and Florida Housing Finance Corporation (Florida Housing) to contact senior homeowners with reverse mortgages offered by Fannie Mae who might qualify for ELMORE.

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Submission Checklist

Forms automatically printed from online application

- ☐ Fax Transmittal Page (please write the total number of pages in package)
- ☐ HHF Intake Form (Please verify that your information is accurate)
- ☐ Financial Worksheet (Please sign and date)
- ☐ Hardship Letter (Please sign and date)
- ☐ 4506T Form (Please sign and date)
- ☐ Authorization for Release of Information (Please sign and date)
- ☐ Homeowner/Advisement Contract (Please sign and date)
- ☐ FHFC Privacy Policy
- ☐ Hardship Affidavit (Please sign and date)

Supporting documentation you need to provide

- ☐ Copy of your Deed (If available)
- ☐ Any correspondence from your mortgage servicer or its attorney (If applicable)
- ☐ Most recent mortgage statement (If available)
- ☐ Last 60 days of pay stubs for all employment and income sources (including SSI, Child Support, Alimony, ect)
- ☐ Last two months of all current bank statements; for all assets.
- ☐ If unemployed, copy of unemployment eligibility or explanation of benefits
- ☐ If self employed, a copy of the last two year's tax returns with all schedules attached
- ☐ If self employed, 2 months current personal and business bank statements
- ☐ If self employed, year to date Profit and Loss statement (completed by a Third Party)
- ☐ Bankruptcy discharge / dismissal
- ☐ Homeowners Association dues statement
- ☐ Homeowners Insurance statement (including flood, wind, hail, ect), if not escrowed
- ☐ Property Tax statement (If not escrowed)

Please provide the following items to complete your ELMORE application:

1. All application pages (sign and date appropriate areas) must be returned.
2. MUST provide Proof of hardship (ie loss of income documentation, medical expense cost documentation, home repair costs, divorce decree or death cert from spouse if using this as hardship) Needs to have dollar figure if you are using repairs or medical expenses. If loss of income can be proven through unemployment determination letter or letter from previous employer on company letter head
3. Most Recent Mortgage Statement from lender (says "this is not a bill" on it)
4. Default letter showing lender paid taxes and/or insurance
5. Correspondence from lenders attorney (if applicable)
6. Social Security award letters for all household member
7. Sign and dated Letter from children contributing on a monthly basis (if applicable)
8. Supplemental Security Award Letters for all household members (if applicable)
9. Pension award letters for all individuals in the home (if applicable)
10. 60 Days most current paystubs for all household members (if applicable)
11. 2 Most recent bank statements showing income deposit and letter of explanation for any deposits that are not direct deposited (such as family assistance)
12. Home owners' association dues letter or coupon booklet page (if applicable).
13. Home owners insurance declaration page (include flood wind if applicable)
14. Property tax bill/Proof of homestead
15. Copy of Social Security Card or other proof of citizenship
16. Copy of Drivers license or FL state ID card

- **Please Review Application to be sure all information is correct**
- **Review both checklists to be sure you package is complete**

2015-2016 Elmore Hardest Hit EXPENSE REPORT (HER)

(Refer to Instructions)

Grant
No.: VInvoice Period:
(Month/Year)

Provider/Payee:

Elmore Expenditures (Collecting documents)						
Elmore ID	Client Name	advisor	Date of completion or date of site	Hours	Completed	Total
					TOTAL	\$0.00