

RESOLUTION NO. 2014-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA, AND S. DAVIS & ASSOCIATES, P.A., FOR AUDIT SERVICES FOR THE HOUSING FINANCE AUTHORITY'S SINGLE-FAMILY AND MULTI-FAMILY MORTGAGE REVENUE BONDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Housing Finance Authority of Broward County ("HFA") desires to procure the services of a consultant to provide audit services for the HFA's single-family and multi-family mortgage revenue bonds; and

WHEREAS, the HFA advertised a Request for Letters of Interest, RLI Number 20131006-AS-2, established and participated in a selection process, and selected S. Davis & Associates, P.A. ("S. Davis"), as the provider for the desired services; and

WHEREAS, on March 12, 2014, the HFA adopted a resolution approving and authorizing the execution of an agreement between the HFA and S. Davis for audit services for the HFA's single-family and multi-family mortgage revenue bonds; and

WHEREAS, Ordinance No. 79-41 of the Broward County Code of Ordinances requires the HFA to obtain the approval of the Board of County Commissioners of Broward County, Florida ("Board"), prior to entering into any agreements, NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

1 Section 1. The recitals set forth in the preamble to this Resolution are true,
2 accurate, and deemed as being incorporated herein by this reference as though set
3 forth in full hereunder.

4
5 Section 2. The Board hereby approves the agreement between the HFA and
6 S. Davis & Associates, P.A., for audit services for the HFA's single-family and
7 multi-family mortgage revenue bonds ("Agreement"), in substantially the form attached
8 and made a part hereof as Exhibit "A." The Chair or Vice Chair of the HFA is hereby
9 authorized to execute and deliver the Agreement, and the Secretary or Assistant
10 Secretary is hereby authorized to place the HFA's seal thereon and attest thereto. Such
11 execution and delivery shall be conclusive evidence of the approval and authorization
12 thereof by the HFA.

13
14 Section 3. SEVERABILITY. If any portion of this Resolution is determined by
15 any Court to be invalid, the invalid portion shall be stricken, and such striking shall not
16 affect the validity of the remainder of this Resolution. If any Court determines that this
17 Resolution, or any portion hereof, cannot be legally applied to any individual(s),
18 group(s), entity(ies), property(ies), or circumstance(s), such determination shall not
19 affect the applicability hereof to any other individual, group, entity, property, or
20 circumstance.

21
22 Section 4. EFFECTIVE DATE.

23 This Resolution shall become effective immediately upon its adoption.
24

1 ADOPTED this _____ day of _____ 2014.
2
3

4 Approved as to form and legal sufficiency:
5 Joni Armstrong Coffey, County Attorney

6 By  3/4/14
7 Carlos Cabarrocas-Rodriguez (Date)
8 Assistant County Attorney
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AGREEMENT

Between

HOUSING FINANCE AUTHORITY
OF BROWARD COUNTY, FLORIDA

and

S. DAVIS & ASSOCIATES, P.A.

for

AUDIT SERVICES FOR THE HOUSING FINANCE AUTHORITY'S SINGLE-FAMILY
AND MULTI-FAMILY MORTGAGE REVENUE BONDS

RLI # 20131006-AS-2

AGREEMENT

Between

HOUSING FINANCE AUTHORITY
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AUDIT SERVICES FOR THE HOUSING FINANCE AUTHORITY'S SINGLE-FAMILY
AND MULTI-FAMILY MORTGAGE REVENUE BONDS

RLI # 20131006-AS-2

This is an Agreement ("Agreement"), made and entered into by and between: the HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA, a public body corporate and politic, hereinafter referred to as "HFA,"

and

S. DAVIS & ASSOCIATES, P.A., a Florida professional corporation, hereinafter referred to as the "AUDITOR," (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the HFA desires to procure the services of a provider for audit services for the HFA's single-family and multi-family mortgage revenue bonds; and

WHEREAS, the HFA advertised a Request for Letters of Interest, RLI Number 20131006-AS-2, established and participated in a selection process, and selected S. Davis & Associates, P.A., as the provider; and

WHEREAS, the HFA and the AUDITOR wish to enter into this Agreement to formalize the terms and conditions of their arrangement, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 10, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **AUDITOR** - S. Davis & Associates, P.A., a Florida professional corporation, Certified Public Accountants.
- 1.3 **AUDITOR's Letter of Comment** - A separate letter provided to the HFA containing comments by the AUDITOR concerning compliance and/or noncompliance of a material nature with statutory, regulatory, bond covenant or control requirements based upon a review of the system of internal accounting controls of the HFA and upon other findings.
- 1.4 **Bond Programs** - The single family mortgage bond issues and multifamily housing bond issues of the HFA.
- 1.5 **Contract Administrator** - The Executive Director of the HFA. The primary responsibilities of the Contract Administrator are to coordinate and communicate with the AUDITOR and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.6 **County Attorney** - The chief legal counsel of the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.7 **County Business Enterprise or "CBE"** - A small business certified as meeting the requirements of Broward County's CBE Program.
- 1.8 **Financial Audit** - The examination of the bond program documents, records, reports, systems of internal control, accounting, and financial procedures, and other evidence to ascertain whether financial transactions have been properly recorded and whether the statements prepared from the accounts present fairly the financial positions and the results of financial operations of the various funds and the changes in financial positions of the funds in accordance with generally accepted accounting principles applicable to governmental units as required for reporting. The term Financial Audit is defined as "an examination of financial statements in order to express an opinion on the fairness with which they present financial position, results of operations, and changes in financial position in conformity with

generally accepted governmental accounting principles and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

- 1.9 **Financial Statements** - A statement of net position, statement of revenues, expenses and changes in net position, statement of cash flows, including accompanying notes, derived from the accounting records.
- 1.10 **HFA** - The Housing Finance Authority of Broward County, Florida, created by Ordinance No. 79-41 of the Board of County Commissioners of Broward County, Florida.
- 1.11 **Special Auditing Services** - The services related to performing a financial audit as defined in Section 1.7, including examination and review procedures that may be requested by the HFA as extra work and which involve exclusively the use of the AUDITOR's auditing staff.

ARTICLE 2

SCOPE OF AUDIT; TIME FOR PERFORMANCE

- 2.1 Scope. The AUDITOR shall perform financial audits on the financial statements for the HFA's Bond Programs, which reports shall include an opinion regarding all financial statements signed by the AUDITOR necessary to enable the AUDITOR to comply with the requirements of the Bond Programs' trust indentures. The objective of the audits is to provide an opinion on the financial statements, taken as a whole. As a part of the audit statements, the AUDITOR shall prepare and submit a separate AUDITOR's Letter of Comment to the HFA. A preliminary list of current HFA Bond Programs are attached hereto and made a part hereof as Exhibit "A." The Parties acknowledge and agree that this list is subject to change as new Bond Programs may be added, as needed.
 - 2.1.1. Audit Standards. Unless higher standards are set forth elsewhere in this Agreement, the financial audits and the audited financial statements shall be conducted and prepared in accordance with (i) generally accepted accounting principles, (ii) generally accepted governmental auditing standards as set forth in the U.S. General Accounting Standards (1988), (iii) the Rules of the Auditor General for the form and conduct of all local governmental entity audits, and (iv) the HFA's rules and regulations. Requirements of federal and state agreements and statutory audit requirements shall also be conformed with as each may be applicable.
 - 2.1.2. Standard of Care. In the performance of the audit, the AUDITOR shall be bound by and shall perform the examination in accordance with generally accepted auditing standards.

- 2.2 Time for Performance. The audit fieldwork shall be completed and the audited financial reports shall be ready for publication by March 31st of each year. The AUDITOR shall furnish the HFA with one (1) copy of the audited financial statement for each bond issue, fifteen (15) copies of the AUDITOR's Letters of Comment, and two (2) CDs and thirteen (13) copies of the presentations made to the HFA.

- 2.2.1. AUDITOR's Letter of Comment. At the conclusion of the audit field work, the AUDITOR shall discuss with the Contract Administrator all of the proposed comments which may appear in the AUDITOR's Letter of Comment. If the Contract Administrator is not available to discuss the AUDITOR's comments, their discussion is presumed to have occurred when a draft of the proposed comments is delivered in writing to his or her office. A copy of all draft comments shall be furnished to the HFA. The HFA shall respond to the proposed comments no later than ten (10) business days following receipt thereof from the AUDITOR. Failure of the HFA to respond to the AUDITOR's draft comments shall be deemed acceptance thereof as submitted.

Within thirty (30) calendar days of delivery of the financial audit reports, the AUDITOR shall submit the AUDITOR's Letter of Comments for improvement of financial management and internal controls, and shall hold a conference with the Contract Administrator to discuss any recommendation of operational improvements arising out of the conduct of the audit. Likewise, the Contract Administrator's written statement of explanation or rebuttal concerning the AUDITOR's comments, including corrective action to be taken, shall be filed with the HFA within thirty (30) calendar days of delivery of the audit reports.

- 2.2.2. Extension of Time. It is recognized by the Parties that the purpose in having the aforesaid date of March 31st for the submission of audit reports is to make such audit reports meaningful and to give the HFA the earliest possible notice concerning any matters raised or revealed by such audit. It is also recognized by the Parties that issues arising in the audit may require more time than the March 31st date.

The HFA agrees that provisions must be made for instances during the audit where time extensions will be requested in order to resolve problems that may be revealed in any particular fund or account. However, it is understood and agreed that in the event the AUDITOR finds that March 31st is not sufficient for completion of the audit, the AUDITOR shall immediately so notify the HFA and shall request additional time for completion of the audit, setting forth with specificity the facts upon which such request is predicated and the reasons why additional time will be needed. Whether a time extension will be granted is solely in the discretion of the HFA.

- 2.3 Availability of Records. The AUDITOR agrees that certain books and records may be made available prior to the time when others may be made available and certain funds may be audited and such audit for those funds completed prior to the time that other funds are so audited and completed. It is contemplated that those funds audited separately and reported separately will be completed and the audit report furnished as soon as possible. In any event, the completed audit reports shall be furnished to the HFA no later than March 31st of each year, unless an extension is granted pursuant to this Article.
- 2.4 Irregularities. Should irregularities or other unforeseeable conditions for the HFA be encountered which might necessitate the extension of the auditing work beyond the scope of normal auditing procedures, the AUDITOR agrees to advise the Contract Administrator in writing of the circumstances.
- 2.5 Illegal Acts. The AUDITOR is aware that illegal acts may be discovered during the audit. However, it is recognized that the audit cannot be relied upon to assure the discovery of illegal acts, nor is the audit primarily or specifically designed to disclose defalcations and other illegal acts, though their discovery may result. The AUDITOR agrees to immediately disclose the discovery of any and all illegal acts to the HFA.

ARTICLE 3

TERM

- 3.1 The term of this Agreement shall commence on October 1, 2014, and shall continue for three (3) years until September 30, 2017, unless sooner terminated or extended as permitted herein. The HFA may, in its sole discretion, extend this Agreement for two (2) additional one (1) year periods.

ARTICLE 4

COMPENSATION

- 4.1 Fees For Bond Issue Audits. The AUDITOR may charge each multifamily bond issue up to the maximum amount of fees for the audit of such bond issue as provided in either the trust indenture or trustee's fee agreement of the respective bond issue, as reflected on Exhibit "A." If neither the trust indenture nor the trustee's fee agreement specifies the audit fee amount for any particular multifamily bond transaction, then the audit fee shall be established by the HFA at an amount equivalent to that charged in a similar multifamily bond transaction that was closed immediately subsequent in time to the closure of the bond transaction where the audit fee amount was not specified. The AUDITOR may charge each single family bond issue a flat fee in the amount of one thousand five hundred dollars (\$1,500.00), as reflected on Exhibit "A."

- 4.2 Hourly Fees. To the extent that the AUDITOR provides additional services pursuant to Section 5, as requested by the HFA, the following schedule of hourly fees shall apply to any additional work done by the AUDITOR:

Partner	\$180.00 per hour
Manager	\$135.00 per hour
Consultant	\$170.00 per hour
Senior	\$ 85.00 per hour
Staff	\$ 70.00 per hour
Paraprofessional	\$ 55.00 per hour
(With 4 year degree) Nonprofessional (Report reproduction, etc.)	\$ 40.00 per hour

- 4.3 Billing. The AUDITOR shall submit to the HFA invoices for all fees attributable to the audit only after the services for which the invoices are submitted have been completed.
- 4.4 Payment. The AUDITOR may submit invoices for payment based on a schedule developed and agreed upon by the Contract Administrator. Initially, the HFA agrees to pay the AUDITOR based on the following schedule provided proper invoices as required herein are furnished to the HFA prior to any payment date:

<u>DATE</u>	<u>AMOUNT</u>
January 15 th of each year	22.5% of the total annual audit fee
February 15 th of each year	22.5% of the total annual audit fee
March 15 th of each year	22.5% of the total annual audit fee
April 15 th of each year	22.5% of the total annual audit fee
Within 30 days after submission of invoice showing completion of all annual audit work (including acceptance of finalized audited financial statements by the Contract Administrator).	10.0% of the total annual audit fee

- 4.5 No Additional Compensation for Expenses. The AUDITOR shall not be reimbursed for any additional expenses not provided for herein, including, but not limited to, expenses for travel, per diem, photocopying, telephone bills, or other related expenses.

ARTICLE 5

ADDITIONAL SERVICES; CHANGES IN SCOPE

- 5.1 Generally. The AUDITOR, upon receipt of a written request from the HFA, shall perform such additional auditing services as may be required by the HFA. This may include a review of the efficiency and economy of operations, systems of internal control, operating and management procedures and effectiveness in achieving bond program results. Throughout the term of this Agreement, additional work also may be required for verification of data used in official statements, verification of bond escrow requirements, and consent to use the AUDITOR'S report in official statements.
- 5.2 Any additional compensation related to a change in the scope of the audit shall be negotiated by the HFA and shall be approved by the HFA as an amendment to this Agreement.
- 5.3 The Parties hereby agree that nothing in this Agreement limits the HFA's right to independently contract with an independent certified public accountant to perform these additional services or other audit and accounting services.

ARTICLE 6

INDEMNIFICATION

- 6.1 AUDITOR shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the HFA and Broward County, their officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, AUDITOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against HFA or Broward County by reason of any such claim, cause of action, or demand, AUDITOR shall, upon written notice from HFA or Broward County, resist and defend such lawsuit or proceeding by counsel satisfactory to HFA or Broward County or, at HFA's or Broward County's option, pay for an attorney selected by County Attorney to defend HFA or Broward County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due AUDITOR under this Agreement may be retained by HFA or Broward County until all of HFA's and Broward County's claims

for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by HFA or Broward County.

ARTICLE 7

INSURANCE

- 7.1 To ensure the indemnification obligation contained above, AUDITOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Exhibit "B," attached hereto and made a part herof, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 7.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement or Exhibit "B" and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. AUDITOR shall pay all deductible amounts, if any. AUDITOR shall specifically protect the HFA and the Broward County Board of County Commissioners by naming the HFA and the Broward County Board of County Commissioners as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage. The official title of the certificate holder is the Housing Finance Authority of Broward County, Florida and the Broward County Board of County Commissioners. This official title shall be used in all insurance documentation.
- 7.3 AUDITOR shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Agreement and attached hereto as Exhibit "B". The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 00708, to be provided by the Broward County Risk Management Division. AUDITOR's failure to provide to the HFA the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 7.4 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of AUDITOR is completed. All policies must be endorsed to provide HFA with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

- 7.5 The Broward County Risk Management Division reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.

ARTICLE 8

TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the HFA. Termination for convenience by the HFA shall be effective on the termination date stated in written notice provided by the HFA, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the Contract Administrator upon such notice as the Contract Administrator deems appropriate under the circumstances in the event the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare. If the HFA erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 8.2 This Agreement may be terminated for cause for reasons including, but not limited to, AUDITOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the AUDITOR is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the AUDITOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the HFA:
- 8.2.1 Upon the disqualification of AUDITOR as a CBE by Broward County's Director of Office of Economic and Small Business Development if AUDITOR's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by AUDITOR; and
- 8.2.2 Upon the disqualification of AUDITOR by Broward County's Director of Office of Economic and Small Business Development due to fraud, misrepresentation, or material misstatement by AUDITOR in the course of

obtaining this Agreement or attempting to meet the CBE contractual obligations.

- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the Contract Administrator, which the Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 In the event this Agreement is terminated for convenience, AUDITOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. AUDITOR acknowledges and agrees that it has received good, valuable and sufficient consideration from the HFA, the receipt and adequacy of which are hereby acknowledged by AUDITOR, for HFA's right to terminate this Agreement for convenience.
- 8.5 In the event this Agreement is terminated for any reason, any amounts due AUDITOR shall be withheld by HFA until all documents are provided to HFA pursuant to Section 10.1 of Article 10.

ARTICLE 9

EEO COMPLIANCE

- 9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. AUDITOR shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by AUDITOR to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the HFA to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

AUDITOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. AUDITOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by HFA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AUDITOR shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, AUDITOR represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. HFA hereby materially relies on such representation in entering into this Agreement.

An untrue representation of the foregoing shall entitle HFA to terminate this Agreement and recover from HFA all monies paid by HFA pursuant to this Agreement, and may result in debarment from HFA's competitive procurement activities.

ARTICLE 10

MISCELLANEOUS

10.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of HFA, and, if a copyright is claimed, AUDITOR grants to HFA a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by AUDITOR, whether finished or unfinished, shall become the property of HFA and shall be delivered by AUDITOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to AUDITOR shall be withheld until all documents are received as provided herein.

10.2 PUBLIC RECORDS

HFA is a public agency subject to Chapter 119, Florida Statutes. To the extent AUDITOR is a Contractor acting on behalf of HFA pursuant to Section 119.0701, Florida Statutes, AUDITOR shall:

- 10.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by HFA were HFA performing the services under this Agreement;
- 10.2.2 Provide the public with access to such public records on the same terms and conditions that HFA would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 10.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

10.2.4 Meet all requirements for retaining public records and transfer to HFA, at no cost, all public records in possession of AUDITOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to HFA in a format that is compatible with the information technology systems of HFA.

The failure of AUDITOR to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and HFA shall enforce the default in accordance with the provisions set forth in Section 8.1.

10.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

HFA shall have the right to audit the books, records, and accounts of AUDITOR and its subcontractors that are related to this Agreement. AUDITOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of AUDITOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, AUDITOR or its subcontractor, as applicable, shall make same available at no cost to HFA in written form.

AUDITOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by HFA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for HFA's disallowance and recovery of any payment upon such entry.

AUDITOR shall ensure that the requirements of this Section 10.3 are included in all agreements with its subcontractor(s).

10.4 TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by AUDITOR shall constitute execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement are accurate, complete, and current at the time of contracting. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which HFA determines the Agreement

price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

10.5 PUBLIC ENTITY CRIME ACT

AUDITOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to HFA, may not submit a bid on a contract with HFA for the construction or repair of a public building or public work, may not submit bids on leases of real property to HFA, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with HFA, and may not transact any business with HFA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by HFA pursuant to this Agreement, and may result in debarment from HFA's competitive procurement activities.

In addition to the foregoing, AUDITOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AUDITOR has been placed on the convicted vendor list.

10.6 INDEPENDENT CONTRACTOR

AUDITOR is an independent contractor under this Agreement. Services provided by AUDITOR pursuant to this Agreement shall be subject to the supervision of AUDITOR. In providing such services, neither AUDITOR nor its agents shall act as officers, employees, or agents of HFA. No partnership, joint venture, or other joint relationship is created hereby. HFA does not extend to AUDITOR or AUDITOR's agents any authority of any kind to bind HFA in any respect whatsoever.

10.7 THIRD PARTY BENEFICIARIES

Neither AUDITOR nor HFA intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.8 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR HFA:

Housing Finance Authority of Broward County
Executive Director
110 Northeast Third Street, Third Floor
Fort Lauderdale, Florida 33301

FOR AUDITOR:

S. Davis & Associates, P. A.
2512 Hollywood Boulevard
Hollywood, Florida 33301

10.9 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, AUDITOR shall not subcontract any portion of the work required by this Agreement. Notwithstanding the Termination provision of this Agreement, HFA may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by AUDITOR of this Agreement or any right or interest herein without HFA's written consent.

AUDITOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

AUDITOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.

10.10 CONFLICTS

Neither AUDITOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AUDITOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of AUDITOR's officers or employees shall, during the term of this Agreement, serve as an expert witness against HFA in any legal or administrative proceeding in which he, she, or AUDITOR is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of HFA in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude AUDITOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event AUDITOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, AUDITOR shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as AUDITOR.

10.11 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

HFA's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.12 COMPLIANCE WITH LAWS

AUDITOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.13 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless HFA or AUDITOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

10.14 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

10.15 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

10.17 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and

any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, AUDITOR AND HFA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

10.18 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the HFA and AUDITOR or others delegated authority to or otherwise authorized to execute same on their behalf.

10.19 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

10.20 PAYABLE INTEREST

10.20.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, HFA shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof AUDITOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

10.20.2 Rate of Interest. In any instance where the prohibition or limitations of Section 10.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by HFA under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.21 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

10.22 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

10.23 PREVAILING WAGE REQUIREMENT

If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, AUDITOR as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. AUDITOR shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibits "B" and "C."

10.24 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10.25 DRUG-FREE WORKPLACE

It is a requirement of HFA that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by AUDITOR shall serve as AUDITOR's required certification that it either has or that it will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code.

10.26 CONTINGENCY FEE

AUDITOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for AUDITOR, 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 AUDITOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, HFA shall have the right, at its discretion, to terminate this

Agreement without liability, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

10.27 LIVING WAGE REQUIREMENT

To the extent AUDITOR is a "covered employer" within the meaning of Section 26-102, Broward County Code of Ordinances, AUDITOR shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and AUDITOR shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete all of the obligations set forth therein. AUDITOR shall be responsible for and shall ensure that all of its subcontractors that qualify as covered employers fully comply with the requirements of such ordinance and satisfy, comply with, and complete all of the obligations set forth therein.

10.28 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

10.29 DOMESTIC PARTNERSHIP REQUIREMENT

AUDITOR certifies and represents that it will comply with Broward County's Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, during the entire term of the Agreement. The failure of AUDITOR to comply shall be a material breach of the Agreement, entitling HFA to pursue any and all remedies provided under applicable law including, but not limited to (1) retaining all monies due or to become due AUDITOR until AUDITOR complies; (2) termination of the Agreement; (3) and suspension or debarment of AUDITOR from doing business with HFA.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA, signing by and through its Chair, duly authorized to execute same, and S. Davis & Associates, P.A., signing by and through its PRESIDENT, duly authorized to execute same.

HFA

ATTEST:

HOUSING FINANCE AUTHORITY
OF BROWARD COUNTY, FLORIDA


Secretary

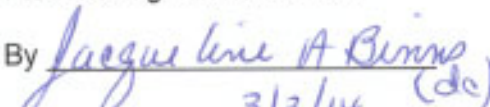
By 
Chair

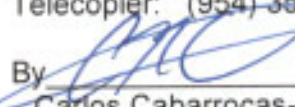


12 day of March, 2014

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By 
3/3/14 (dc)

By  3/3/14
Carlos Cabarrocas-Rodriguez (Date)
Assistant County Attorney

Risk Management Division
Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By  3/3/14
Noel M. Pfeffer (Date)
Deputy County Attorney

AGREEMENT BETWEEN HOUSING FINANCE AUTHORITY OF BROWARD COUNTY,
FLORIDA AND S. DAVIS & ASSOCIATES, P.A. AUDITOR

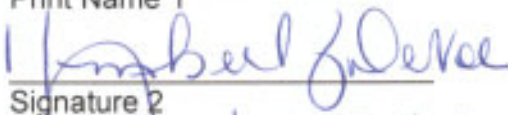
ATTEST:



Signature 1

Annette Lewis

Print Name 1



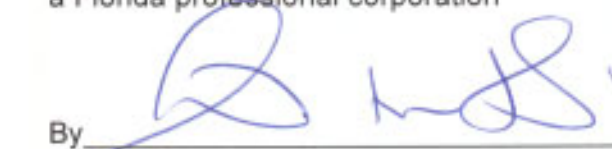
Signature 2

Kimberley DeLoe

Print Name 2

S. Davis & Associates, P.A.,
a Florida professional corporation

By



Print Name

Shaun M. Davis

Title

President

24

day of

February

2014

Exhibit "A"

**Housing Finance Authority of Broward County
Preliminary List of Bond Programs and Anticipated Fees**

<u>BOND PROGRAM</u>	<u>ANTICIPATED FEE</u>
<i>SINGLE-FAMILY ISSUES</i>	
1. 1985 B	\$1,500
2. 2006 AB&C	\$1,500
3. 2007 ABC&D	\$1,500
4. 2007 E&F	\$1,500
<i>MULTI-FAMILY ISSUES (Apartment Projects)</i>	
1. Banyan Bay	\$3,000
2. Chaves Lake	\$6,000
3. Colonial	\$6,000
4. Cypress Grove	\$6,000
5. Driftwood Apartments	\$6,000
6. Emerald Palms	\$6,000
7. Fairlake Apartments	\$3,000
8. Los Prados	\$3,000
9. Meridian Apartments	\$6,000
10. Pembroke Villas	\$6,000
11. Pier Club	\$6,000
12. Pinnacle Village	\$6,000
13. Prospect Park	\$6,000
14. Reflections	\$3,000
15. Summerlake	\$6,000
16. Venice Homes	\$6,000
17. Woodscale Oaks	\$6,000

Exhibit "B"
Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
1/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brunswick Companies 2857 Riviera Drive Akron OH 44333		CONTACT NAME: Janelle Bilek, CPCU CIC AAI PHONE (330) 864-8800 FAX (330) 864-8661 E-MAIL: jbilek@brunswickcompanies.com ADDRESS:	
INSURED S. Davis & Associates PA 2521 Hollywood Boulevard Hollywood FL 33020		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company NAIC # 22292 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1412906628

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTH	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accounting Liability Retro date 7/16/2009		LSW 9627700 01 Claims made coverage	7/16/2013	7/16/2014	\$1,000,000 per occurrence \$2500 ded \$1,000,000 aggregate Prof. Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 30 Days Notice Cancellation; REFERENCE Audit Services (HFA)

 FRANCISCO
VASQUEZ

 Digitally signed by FRANCISCO VASQUEZ
 DN: cn=FRANCISCO VASQUEZ, ou=Organization,
 BCC, RM, Users, dc=chy, broward, bc
 Date: 2014.02.28 11:47:54 -05'00'

CERTIFICATE HOLDER
CANCELLATION

Broward County Attention Norman Howard 115 South Andrews Avenue Ft. Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Todd Stein/JBILEK
---	--

 ACORD 28 (2010/05)
 INS025 (201005) 01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKinley Financial Services 545 North Andrews Avenue Ft. Lauderdale, FL 33301 Phone (954) 938-2685 Fax (954) 938-2695		CONTACT NAME: James Drake PHONE (A/C, No, Ext): (954) 938-2685 FAX (A/C, No): (954) 938-2695 E-MAIL: jmdrake@mckinleyinsurance.com ADDRESS:	
INSURED S Davis & Associates 2521 Hollywood Blvd Hollywood Blvd, FL 33020 954		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SBM TA 206841	02/24/2014	02/24/2015	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> DTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Broward County is named additional insured. Reference: Audit Services to HFA

FRANCISCO VASQUEZ

Digitally signed by FRANCISCO VASQUEZ
DN: cn=FRANCISCO VASQUEZ, ou=Organization,
SCC, RM, Users, dc=city, broward, bc
Date: 2014.02.28 09:32:28 -05'00'

CERTIFICATE HOLDER

CANCELLATION

Broward County
Attn: Norman Howard
115 South Andrews Avenue
Fort Lauderdale FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Drake

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 ADP Boulevard Roseland NJ 07068		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED S DAVIS & ASSOCIATES PA 2521 HOLLYWOOD BLVD HOLLYWOOD FL 33020		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 214118 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR BYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	N	78WEGLY6101	10/13/2013	10/13/2014 WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ 100,000.00 E L DISEASE - EA EMPLOYEE \$ 100,000.00 E L DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Reference Audit Services (HFA)

FRANCISCO VASQUEZ

Digitally signed by FRANCISCO VASQUEZ
 DN: cn=FRANCISCO VASQUEZ, o=Organization,
 BCC, RM, Users, dn=cn, broward, bc
 Date: 2014.02.28 08:36:11 -0600

CERTIFICATE HOLDER

CANCELLATION

Broward County Attn: Norman Howard 115 South Andrews Avenue, FORT LAUDERDALE FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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