

Housing Finance Authority's single-family and multi-family mortgage revenue bonds and the Housing Finance Authority's operations accounting ("Accounting Services");

WHEREAS, on September 19, 2018, the Housing Finance Authority approved the final ranking of the qualified accounting firm for RLI # 20190630-AS-3 and selected Dufresne CPA Services, PA ("Dufresne"), as the provider of the Accounting Services; and

WHEREAS, the Board has determined that it is in the best interest of the Housing Finance Authority to enter into an agreement with Dufresne for the provision of the Accounting Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA:

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

Section 2. The Board hereby approves and authorizes the execution of the Agreement between the Housing Finance Authority and Dufresne for Accounting Services ("Agreement"), by the Chair or Vice-Chair of the Housing Finance Authority as presented at this meeting and substantially in the form attached hereto as Exhibit A.

Section 3. The officers, agents, and employees of the Housing Finance Authority are hereby authorized and directed to do all acts and things required of them by the Agreement and this Resolution and to execute and deliver any and all additional documents, instruments, certificates, and affidavits necessary or advisable to effectuate the foregoing.

Section 4. Severability.

If any portion of this Resolution is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Resolution. If any court determines that this Resolution, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Resolution to any other individual, group, entity, property, or circumstance.

Section 5. Effective Date.

This Resolution is effective upon adoption.

ADOPTED THIS 19th day of December, 2018.

Upon motion of Daniel D. Reynolds, seconded by Ruth T. Cyrus,

the foregoing Resolution was adopted by the following votes:

AYES: 6

NAYS: 0

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

I, DONNA JARRETT-MAYS, Secretary of the Housing Finance Authority of Broward County, Florida, DO HEREBY CERTIFY that the foregoing is an accurate copy of the Resolution of the Housing Finance Authority adopted at a meeting held on December 19, 2018, as set forth in the official minutes of the Housing Finance Authority, related to the approval and authorization of the Agreement between the Housing Finance Authority and Dufresne for Accounting Services.

I DO HEREBY FURTHER CERTIFY that said meeting was duly called and held in accordance with Chapter 286, Florida Statutes.

WITNESS my hand and the corporate seal of said Housing Finance Authority, this 19th day of December, 2018.



HOUSING FINANCE AUTHORITY OF
BROWARD COUNTY, FLORIDA

By: DONNA JARRETT-MAYS,
Secretary

EXHIBIT A
AGREEMENT

**AGREEMENT BETWEEN HOUSING FINANCE AUTHORITY OF BROWARD
COUNTY, FLORIDA, AND DUFRESNE CPA SERVICES, PA
FOR ACCOUNTING SERVICES**

This Agreement (“Agreement”) is made and entered into by and between HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA, a public body and politic created under the laws of the State of Florida (“HFA”) and DUFRESNE CPA SERVICES, PA, a Florida corporation (“Dufresne”) (collectively referred to as the “Parties”).

RECITALS

A. The HFA desires to procure the services of an accounting firm to provide accounting services to the HFA.

B. The HFA advertised a Request for Letters of Interest, RLI # 20190630-AS3, established and participated in a selection process, and selected Dufresne as the provider.

C. The HFA and Dufresne wish to enter into this Agreement to formalize the terms and conditions of their arrangement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of the HFA.

1.2 **Contract Administrator** means the Executive Director of the HFA, or such other person designated by same in writing.

1.3 **Contract Year** means the period beginning on the Effective Date (as herein defined) and ending on the first anniversary thereof (Contract Year 1), and each succeeding twelve (12) month period thereafter during the term of this Agreement (referred to as Contract Year 2, Contract Year 3, etc.).

1.4 **Services** means all work required by Dufresne under this Agreement, including, without limitation, all deliverables, consulting, training, project management, or other services specified in Exhibit A.

1.5 **Subcontractor** means an entity or individual providing services to the HFA through Dufresne for all or any portion of the work under this Agreement. The term “Subcontractor” shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Fee Schedule
Exhibit C	Minimum Insurance Coverages

ARTICLE 3. SCOPE OF SERVICES

3.1 Scope of Services. Dufresne shall perform all work identified in this Agreement including, without limitation, the work specified in Exhibit A (the “Scope of Services”). The Scope of Services is a description of Dufresne’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Dufresne impractical, illogical, or unconscionable.

3.2 Dufresne acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The term of this Agreement shall begin on July 1, 2019 (“Effective Date”), and shall end on June 30, 2022 (“Initial Term”).

4.2 Extensions. The Board shall have the option to renew this Agreement for two (2) additional one (1) year terms (each an “Extension Term”) by sending written notice of renewal to Dufresne at least thirty (30) days prior to the expiration of the then-current term.

4.3 Additional Extension. In the event unusual or exceptional circumstances, as determined in the sole discretion of the Executive Director of the HFA, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Executive Director of the HFA, result in a gap in the provision of services necessary for the ongoing operations of the HFA, then the Executive Director of the HFA may extend this Agreement on the same terms and conditions for periods not to exceed six (6) months in the aggregate. The Executive Director of the HFA may exercise this option by written notice stating the duration of the extended period, which notice shall be provided to Dufresne at least thirty (30) days prior to the end of the then-current term.

4.4 Extension Rates and Terms. For any extension beyond the Initial Term, Dufresne shall be compensated at the rates set forth in Exhibit B. Dufresne shall

continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5 Fiscal Year. The continuation of this Agreement beyond the end of any HFA fiscal year is subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

4.6 Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1 Fees

5.1.1. The HFA agrees to pay Dufresne, in the manner specified in Section 5.2, for Services actually performed and completed pursuant to this Agreement, in accordance with the fee schedule set forth in Exhibit B, which amount shall be accepted by Dufresne as full compensation for all such work. No amount shall be paid to Dufresne to reimburse its expenses or out-of-pocket costs.

5.1.2. The maximum amount payable by the HFA per Contract Year for monthly bookkeeping services, annual services, and current bond issue compilations (as such services are described in paragraphs (1), (2), and (4) of Exhibit A) is One Hundred Five Thousand Eight Hundred Fifty Dollars (\$105,850). It is acknowledged and agreed by Dufresne that this amount is the maximum payable per Contract Year, and constitutes a limitation upon the HFA's obligation to compensate Dufresne, for the monthly bookkeeping services, annual services, and current bond issue compilations, related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Dufresne's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

5.1.3. If, upon mutual written agreement of the Parties, Dufresne performs Other Services, as detailed in paragraph (3) of Exhibit A, the Other Services will be payable at the hourly rates set forth in paragraph (3) of Exhibit B. Amounts paid by the HFA for Other Services shall not be limited by the maximum amount payable under Section 5.1.2.

5.1.4 If, upon mutual written agreement of the Parties, the HFA requests from Dufresne bond issue compilations for additional bond issues, as detailed in paragraph (5) of Exhibit A, the new bond issue compilations will be payable at the rates set forth in paragraph (5) of Exhibit B. Amounts paid by the HFA for additional bond issue compilations shall not be limited by the maximum amount payable under Section 5.1.2.

5.2 Method of Billing and Payment

5.2.1 Dufresne may submit invoices to the HFA for compensation no more often than on a monthly basis, but only after the Services for which the invoices are

submitted have been completed. An original invoice plus one (1) copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator.

5.2.2 The HFA shall pay Dufresne within thirty (30) days after receipt of Dufresne's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Dufresne to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Dufresne at the address designated in the Notices section.

5.3 Subcontractors. Dufresne shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to the HFA with no markup. All Subcontractor fees shall be invoiced to the HFA in the actual amount paid by Dufresne.

5.4 Withholding by the HFA. Notwithstanding any provision of this Agreement to the contrary, the HFA may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by the HFA.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1 Representation of Authority. Dufresne represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Dufresne, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Dufresne has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Dufresne. Dufresne further represents and warrants that execution of this Agreement is within Dufresne's legal powers, and each individual executing this Agreement on behalf of Dufresne is duly authorized by all necessary and appropriate action to do so on behalf of Dufresne and does so with full legal authority.

6.2 Solicitation Representations. Dufresne represents and warrants that all statements and representations made in Dufresne's proposal, bid, or other supporting documents submitted to the HFA in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Dufresne executes this Agreement, unless otherwise expressly disclosed in writing by Dufresne.

6.3 Contingency Fee. Dufresne represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Dufresne, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4 Truth-In-Negotiation Representation. Dufresne's compensation under this Agreement is based upon its representations to the HFA, and Dufresne certifies that the wage rates, factual unit costs, and other information supplied to substantiate Dufresne's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Dufresne executes this Agreement. Dufresne's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

6.5 Public Entity Crime Act. Dufresne represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Dufresne further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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 Dufresne has been placed on the convicted vendor list.

6.6 Discriminatory Vendor and Scrutinized Companies Lists. Dufresne represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Dufresne further represents that it is not ineligible to contract with the HFA on any of the grounds stated in Section 287.135, Florida Statutes.

6.7 Warranty of Performance. Dufresne represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Dufresne represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.8 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Dufresne certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

6.9 Breach of Representations. In entering into this Agreement, Dufresne acknowledges that the HFA is materially relying on the representations and warranties

of Dufresne stated in this article. The HFA shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, the HFA shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Dufresne, to deduct from the compensation due Dufresne under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Dufresne under this Agreement. Furthermore, a false representation may result in debarment from the HFA's competitive procurement activities.

ARTICLE 7. INDEMNIFICATION

Dufresne shall indemnify, hold harmless, and defend the HFA and all of the HFA's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Dufresne, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Dufresne shall, upon written notice from the HFA, defend each Indemnified Party against each such Claim by counsel satisfactory to the HFA or, at the HFA's option, pay for an attorney selected by the Broward County Attorney to defend the Indemnified Party. 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 Broward County Attorney, any sums due Dufresne under this Agreement may be retained by the HFA until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the HFA.

ARTICLE 8. INSURANCE

8.1 For the duration of the Agreement, Dufresne shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Dufresne shall maintain insurance coverage against claims relating to any act or omission by Dufresne, its agents, representatives, employees, or Subcontractors in connection with this Agreement. The HFA reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2 Dufresne shall ensure that "Broward County" and "HFA" are listed and endorsed as additional insureds, as stated in Exhibit C, on all policies required under this article.

8.3 On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Dufresne shall provide the HFA with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the HFA, Dufresne

shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after the HFA's request.

8.4 Dufresne shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Dufresne has been completed, as determined by the Contract Administrator. Dufresne or its insurer shall provide notice to the HFA of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide the HFA with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Dufresne shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

8.5 Dufresne shall ensure that all required insurance policies are issued by insurers: (1) assigned an A.M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by Broward County's Risk Management Division.

8.6 If Dufresne maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit C, the HFA shall be entitled to any such broader coverage and higher limits maintained by Dufresne. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any Broward County or HFA insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Dufresne.

8.7 Dufresne shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to the HFA for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Dufresne shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against the HFA. The HFA may, at any time, require Dufresne to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Dufresne agrees that any deductible or self-insured retention may be satisfied by either the named insured or the HFA, if so elected by the HFA, and Dufresne agrees to obtain same in endorsements to the required policies.

8.8 Unless prohibited by the applicable policy, Dufresne waives any right to subrogation that any of Dufresne's insurers may acquire against the HFA, and agrees to obtain same in an endorsement of Dufresne's insurance policies.

8.9 Dufresne shall require that each Subcontractor maintain insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Dufresne under this article. Dufresne shall ensure that all such Subcontractors comply with these requirements and that

“Broward County” and “Housing Finance Authority of Broward County, Florida” are named as additional insureds under the Subcontractors’ applicable insurance policies.

8.10 In the event Dufresne or any Subcontractor fails to maintain the insurance required by this Agreement, the HFA may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Dufresne. Dufresne shall not permit any Subcontractor to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by the HFA, Dufresne shall provide, within one (1) business day, evidence of each Subcontractor’s compliance with this section.

8.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Dufresne must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1 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 receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in a 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 and shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2 This Agreement may be terminated for cause by the Board for reasons including, but not limited to, any of the following:

9.2.1 Dufresne’s failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; or

9.2.2 If Dufresne is a “scrutinized company” pursuant to Section 215.473, Florida Statutes, if Dufresne is placed on a “discriminatory vendor list” pursuant to Section 287.134, Florida Statutes, if Dufresne provides a false certification

submitted pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds stated in Section 287.135, Florida Statutes.

9.3 Notice of termination shall be provided in accordance with the “Notices” section of this Agreement, except that notice of termination by the Contract Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4 In the event this Agreement is terminated for convenience by the HFA, Dufresne shall be paid for any Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of the HFA to retain any sums otherwise due and payable. Dufresne acknowledges that it has received good, valuable, and sufficient consideration from the HFA, the receipt and adequacy of which are acknowledged by Dufresne, for the HFA’s right to terminate this Agreement for convenience.

9.5 In addition to any right of termination stated in this Agreement, the HFA shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise, available at law or in equity.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY

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. Dufresne shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

ARTICLE 11. MISCELLANEOUS

11.1 Contract Administrator Authority. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may act on behalf of the HFA under this Agreement.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Dufresne in connection with performing Services under this Agreement shall be owned by the HFA and shall be deemed works for hire by Dufresne and its agents; in the event the Services are determined not to be works for hire, Dufresne hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to the HFA. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Dufresne, whether finished or unfinished, shall become the property of the HFA and shall be delivered by Dufresne to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Dufresne may be

withheld until all documents are received as provided in this Agreement. Dufresne shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.3 Public Records. To the extent Dufresne is acting on behalf of the HFA as stated in Section 119.0701, Florida Statutes, Dufresne shall:

11.3.1 Keep and maintain public records required by the HFA to perform the services under this Agreement;

11.3.2 Upon request from the HFA, provide the HFA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.3.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to the HFA; and

11.3.4 Upon completion or termination of this Agreement, transfer to the HFA, at no cost, all public records in possession of Dufresne, or keep and maintain public records required by the HFA to perform the services. If Dufresne transfers the records to the HFA, Dufresne shall destroy any duplicate public records that are exempt or confidential and exempt. If Dufresne keeps and maintains the public records, Dufresne shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the HFA upon request in a format that is compatible with the information technology systems of the HFA.

A request for public records regarding this Agreement must be made directly to the HFA, who will be responsible for responding to any such public records requests. Dufresne will provide any requested records to the HFA to enable the HFA to respond to the public records request.

Any material submitted to the HFA that Dufresne contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Dufresne must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to the HFA for records designated by Dufresne as Trade Secret Materials, the HFA shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Dufresne. Dufresne shall indemnify and defend the HFA and its employees

and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF DUFRESNE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DUFRESNE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4925, NHOWARD@BROWARD.ORG, 110 NE 3rd STREET, SUITE 300, FORT LAUDERDALE, FLORIDA 33301.

11.4 Audit Rights and Retention of Records. The HFA shall have the right to audit the books, records, and accounts of Dufresne and its Subcontractors that are related to this Agreement. Dufresne and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts 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, Dufresne or its Subcontractors shall make same available in written form at no cost to the HFA.

Dufresne and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any representative of the HFA (including any outside representative engaged by the HFA). Dufresne hereby grants the HFA the right to conduct such audit or review at Dufresne's place of business, if deemed appropriate by the HFA, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the HFA's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to the HFA of any nature by Dufresne in excess of five percent (5%) of the total contract billings reviewed by the HFA, the reasonable actual cost of the HFA's audit shall be reimbursed to the HFA by Dufresne in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the HFA's findings to Dufresne.

Dufresne shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.5 Independent Contractor. Dufresne is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint

venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Dufresne nor its agents shall act as officers, employees, or agents of the HFA. Dufresne shall not have the right to bind the HFA to any obligation not expressly undertaken by the HFA under this Agreement.

11.6 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the HFA nor shall anything included herein be construed as consent by the HFA to be sued by third parties in any matter arising out of this Agreement. The HFA is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.7 Third-Party Beneficiaries. Neither Dufresne nor the 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.

11.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR THE HFA:

Housing Finance Authority of Broward County
Attn: Ralph Stone, Executive Director
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301
E-mail address: rstone@broward.org

FOR DUFRESNE:

Dufresne CPA Services, PA
Attn: Linda Dufresne
385 Stiles Avenue
Orange Park, Florida 32073
E-mail address: linda@dufresnecpas.com

11.9 Subcontractors; Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by the Contract Administrator. Except for subcontracting approved by the HFA in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Dufresne without the prior written consent of the HFA. If Dufresne violates this provision, the HFA shall have the right to immediately terminate this

Agreement. Any purported assignment, transfer, subcontract, or encumbrance in violation of this Section 11.9 will be void.

11.10 Conflicts. Neither Dufresne nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Dufresne's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Dufresne's officers or employees shall serve as an expert witness against the HFA in any legal or administrative proceeding in which he, she, or Dufresne 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 their expert opinion that is adverse or prejudicial to the interests of the 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 Dufresne or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event Dufresne is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Dufresne shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Dufresne.

11.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. The 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. To be effective, any waiver must be in writing signed by an authorized signatory of the party.

11.12 Compliance with Laws. Dufresne and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

11.14 Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either party.

11.15 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect 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. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.17 Law, 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 exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, DUFRESNE AND THE HFA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.18 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the HFA and Dufresne.

11.19 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.20 Payable Interest.

11.20.1 Payment of Interest. The HFA shall not be liable to pay any interest to Dufresne for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Dufresne waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post judgment interest, if such application would be contrary to applicable law.

11.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by the HFA under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.21 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.22 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.23 Use of the HFA Logo. Dufresne shall not use the HFA's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of the HFA.

11.24 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Dufresne certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: The HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA, signing by and through its Chair or Vice-Chair, authorized to execute same by HFA Board action on the ____ day of _____, 20__ (Agenda Item #____), and DUFRESNE CPA SERVICES, PA, signing by and through its duly authorized signor to execute same.

HFA

ATTEST:

HOUSING FINANCE AUTHORITY OF
BROWARD COUNTY, FLORIDA

Secretary

By: _____
Chair or Vice-Chair

_____ day of _____, 20__

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

By: _____
Alicia C. Lobeiras (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Senior Assistant County Attorney

ACL
Dufresne – HFA Agreement.doc
12/13/2018
#397992

AGREEMENT BETWEEN HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA, AND DUFRESNE CPA SERVICES, PA FOR ACCOUNTING SERVICES

DUFRESNE

WITNESSES:

DUFRESNE CPA SERVICES, PA

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20____

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT A

SCOPE OF SERVICES

Dufresne will provide the following accounting services to the HFA:

1. **Monthly Bookkeeping Services**

- Record all banking transactions
- Record all other transactions
- Reconcile bank statements
- Prepare Receivables analysis
- Prepare Management's Use Only Balance Sheets and Income Statements omitting disclosures
- Flux analysis of line items exceeding thresholds determined by management
- Attend monthly HFA Board meetings
- Attend investment committee meetings
- Assist with preparation of reports for the investment committee
- Prepare reports to be provided to the HFA Board as required by policies and procedures of the investment committee
- Respond to inquiries regarding reports provided or services performed made by management or HFA Board members

Billing Schedule for Monthly Bookkeeping Services: Monthly

2. **Annual Services**

- Compile annual HFA operations financial statements in accordance with applicable Statements on Standards for Accounting and Review Services to be audited by the external auditors. The compilation is due to the HFA no later than December 31 for each fiscal year and will include:
 - Balance sheet
 - Statement of income and retained earnings
 - Note disclosures
- Prepare and post end-of-year adjusting journal entries
- Coordinate with external auditors
- Coordinate with Broward County finance department as needed to incorporate payables, receivables, pension, other postemployment benefits and other accounts
- Prepare and provide required audit schedules
- Implement new professional standards to comply with accounting and reporting requirements

- Respond to inquiries regarding reports provided or services performed made by management or HFA Board members

Billing Schedule for Annual Services: Monthly for each of the months of September through March.

3. Other Services – As may be mutually agreed upon in a detailed writing between the Parties, which shall include Dufresne’s estimate as to the total cost of such services.

- Perform such other accounting services as may be requested by HFA management
- Special projects requested by HFA management
- Respond to IRS inquiries

Billing Schedule for Other Services: As needed; no more than monthly.

4. Current Bond Issue Compilations (for the bond issues set forth in Table 4.1 of Exhibit B):

- Analyze and record in the accounting records all transactions reported in the trustee statements for each bond issue.
- Reconcile the accounting records to each of the trustee statement balances.
- Maintain detailed general ledgers and related accounting records for each bond issue including debt service to maturity schedules and investment classification and balances.
- Prepare journal entries including accruals, deferrals, and year-end adjustments, along with supporting schedules to document the purpose for the entries.
- Provide external auditors with any required documentation in connection with the annual bond audits.
- Compile annual financial statements to be audited by the bond issue external auditors. The compilations are due to the HFA no later than December 31 for each fiscal year and will include:
 - Balance sheet
 - Statement of income and retained earnings
 - Note disclosures
- Respond to inquiries regarding reports provided or services performed made by management or HFA Board members

Billing Schedule for Current Bond Issue Compilations: Quarterly as follows -
For the quarter ending June 30: 20% of annual bond issue fee
For the quarter ending September 30: 20% of annual bond issue fee
For the quarter ending December 31: 40% of annual bond issue fee
For the quarter ending March 31: 20% of annual bond issue fee

5. Additional Bond Issue Compilations (for any new bond issues mutually agreed upon in writing by the Parties)

- Analyze and record in the accounting records all transactions reported in the trustee statements for each bond issue.
- Reconcile the accounting records to each of the trustee statement balances.
- Maintain detailed general ledgers and related accounting records for each bond issue including debt service to maturity schedules and investment classification and balances.
- Prepare journal entries including accruals, deferrals, and year-end adjustments, along with supporting schedules to document the purpose for the entries.
- Provide external auditors with any required documentation in connection with the annual bond audits.
- Compile annual financial statements to be audited by the bond issue external auditors. The compilations are due to the HFA no later than December 31 for each fiscal year and will include:
 - Balance sheet
 - Statement of income and retained earnings
 - Note disclosures
- Respond to inquiries regarding reports provided or services performed made by management or HFA Board members

Billing Schedule for Additional Bond Issue Compilations: Quarterly – amounts for additional bond issue compilations, if any, will be billed together with the billings for paragraph (4) of this Exhibit A

EXHIBIT B
FEE SCHEDULE

The following fees shall apply, except that the total fees paid by the HFA per Contract Year for the services set forth in paragraphs (1), (2), and (4) below will not exceed the maximum total fee payable per Contract Year for such services, as set forth in Section 5.1.2 of this Agreement.

Payment of any of the fees set forth below by the HFA is subject to Dufresne’s timely delivery of all required reports and other required work or deliverables.

- (1) Monthly Bookkeeping Services: \$3,500/month – Total per Contract Year: \$42,000
- (2) Annual Services: \$3,850 each month during Authority operational annual audit including September, October, November, December, January, February and March - \$26,950
- (3) Other Services: Billed at the applicable hourly rate for time spent, presently:
 - a. \$150 - Partner;
 - b. \$125 - Manager;
 - c. \$95 - Senior;
 - d. \$65 - Staff.
- (4) Current Bond Issue Compilations: See table below

Table 4.1

Bond Issue	Fee per Contract Year
Single Family Bonds	
1985 B	\$ 2,400
Multifamily Bonds	
1996 Banyan Bay (A&B)	2,650
1996 Los Prados (A&B)	2,650
1998 Prospect Park (A&B)	3,300
2000 Summerlake	3,300
2002 Colonial (A&B)	3,300
2002 Meridian (A&B)	3,300
2004 Cypress Grove (A&B)	4,000
2004 Pinnacle Village	4,000
2007 Woodsdale Oaks	4,000
2008 Driftwood	4,000
Total Bond Issue Compilation Fees	\$ 36,900

Total Maximum Fee Per Contract Year For Services Set Forth In Paragraphs (1), (2), and (4) above: \$105,850 (\$36,900 for bond issues and \$68,950 for monthly and annual general fund operations services).

(5) Additional Bond Issue Compilations:

For any new bond issue added to the Scope of Services by the HFA pursuant to mutual written agreement of the Parties, the following fees will apply:


1. Each new multifamily bond issue added to the Scope of Services by the HFA will increase the fee in the amount of \$4,000 per Contract Year.
2. Each new single family bond issue added to the Scope of Services by the HFA will increase the fee in the amount of \$5,000 per Contract Year.

EXHIBIT C

MINIMUM INSURANCE COVERAGES

INSURANCE REQUIREMENTS

Project: **Housing Finance Authority Accounting Services**
Agency: **Housing Finance and Community Redevelopment Division**

TYPE OF INSURANCE	ADDD ENSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> NCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> CYBER LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:		
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 3 years \$25 k	
<input checked="" type="checkbox"/> CRIME AND FIDELITY/EMPLOYEE DISHONESTY <i>Broward County must be named as a Loss Payee.</i>			Each Occurrence:	\$1,000,000	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Risk Management Division		