

RESOLUTION 2019-004

A meeting of the Housing Finance Authority of Broward County, Florida, was held at 5:30 p.m. on May 8, 2019, at 110 Northeast Third Street, Suite 201, Fort Lauderdale, Florida.

Presiding: Millette Manos
Present: Daniel D. Reynolds, Donna Jarrett-Mays, Colleen LaPlant,
Jose Lopez, Ruth T. Cyrus, John G. Primeau
Absent: _____

Thereupon, Millette Manos, Chair of the Board of the Housing Finance Authority, introduced the following resolution, which was read:

A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA ("HOUSING FINANCE AUTHORITY"), APPROVING AND AUTHORIZING EXECUTION OF THE AGREEMENT BETWEEN HOUSING FINANCING AUTHORITY AND ANTHONY BRUNSON, P.A. ("AGREEMENT"); AUTHORIZING THE PROPER OFFICERS OF THE HOUSING FINANCE AUTHORITY TO EXECUTE ALL OTHER DOCUMENTS AND DO ALL THINGS NECESSARY OR ADVISABLE IN CONNECTION WITH ENTERING INTO THE AGREEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on August 15, 2018, the Housing Finance Authority of Broward County, Florida ("Housing Finance Authority"), approved the Request for Letters of Interest ("RLI") # 20190930-AS-3 to provide the Housing Finance Authority with audit

services for the Housing Finance Authority's single family and multi family mortgage revenue bonds ("Audit Services");

WHEREAS, on December 19, 2018, the Housing Finance Authority approved the final ranking of the qualified accounting firm for RLI # 20190930-AS-3 and selected Anthony Brunson, P.A. ("Brunson"), as the provider of the Audit 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 Brunson for the provision of the Audit 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 Brunson for Audit Services for the Housing Finance Authority's Single family and Multi family Mortgage Revenue Bonds ("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 8th day of May, 2019.

Upon motion of Daniel D. Reynolds, seconded by John G. Primeau,

the foregoing Resolution was adopted by the following votes:

AYES: 7

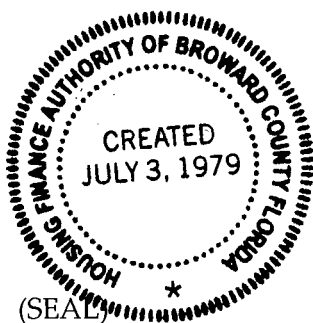
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STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

I, DANIEL D. REYNOLDS, 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 May 8, 2019, 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 Brunson for Audit 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 8th day of May, 2019.



HOUSING FINANCE AUTHORITY OF
BROWARD COUNTY, FLORIDA

By: DANIEL D. REYNOLDS,
Secretary

EXHIBIT A
AGREEMENT

**AGREEMENT BETWEEN HOUSING FINANCE AUTHORITY OF BROWARD
COUNTY, FLORIDA, AND ANTHONY BRUNSON, P.A. FOR AUDIT SERVICES FOR
THE HOUSING FINANCE AUTHORITY'S SINGLE-FAMILY AND MULTI-FAMILY
MORTGAGE REVENUE BONDS**

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 ANTHONY BRUNSON, P.A., a Florida corporation ("Auditor") (collectively referred to as the "Parties").

RECITALS

A. The HFA desires to procure the services of a provider of audit services for the HFA's single-family and multi-family revenue bonds.

B. The HFA advertised a Request for Letters of Interest, RLI # 20190930-AS3, established and participated in a selection process, and selected Auditor as the provider.

C. The HFA and Auditor 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 **Bond Programs** mean the single-family mortgage bond issues and multi-family mortgage bond issues of the HFA listed in Exhibit A.

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

1.5 **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.).

1.6 **Financial Audit** means an examination of financial statements performed in accordance with generally accepted auditing standards 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.

1.7 **Financial Statements** means a statement of net position, statement of revenues, expenses and changes in net position, and statement of cash flows, including accompanying notes, derived from the accounting records.

1.8 **Services** means all work required by Auditor under this Agreement, including, without limitation, all deliverables, consulting, training, project management, or other services specified in Article 3.

1.9 **Subcontractor** means an entity or individual providing services to the HFA through Auditor 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 Audit and Fees**
- Exhibit B** **Minimum Insurance Coverages**

ARTICLE 3. SCOPE OF AUDIT

3.1 **Scope.** Each Contract Year Auditor shall perform Financial Audits on the Financial Statements for the Bond Programs, which reports shall include an opinion regarding all Financial Statements signed by Auditor necessary to enable the HFA to comply with the requirements of the Bond Programs' trust indentures, and a presentation to the HFA summarizing the Financial Audits for that Contract Year. The objective of the Financial Audits is to provide an opinion on the Financial Statements, taken as a whole. A preliminary list of current Bond Programs are attached hereto and made a part hereof as Exhibit A. The Parties acknowledge and agree that, upon written notice by the Contract Administrator, new Bond Programs may be added to Exhibit A and existing Bond Programs may be removed from Exhibit A.

3.1.1. **Audit Standards.** 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, (iv) the HFA's rules and regulations, and (v) applicable federal and state requirements and statutory audit requirements.

3.1.2. **Standard of Care.** In the performance of each Financial Audit, Auditor shall be bound by and shall perform the examination in accordance with generally accepted auditing standards.

3.2 **Time for Performance.** Auditor shall ensure that the audit fieldwork is completed and that the audited Financial Statements are ready for publication by May 31st of each

year. Promptly after the publication of the audited Financial Statements each year, Auditor shall furnish the HFA with one (1) copy of the audited Financial Statements for each bond issue, and two (2) CDs and thirteen (13) copies of the presentations made to the HFA.

- 3.2.1. Extension of Time. If Auditor becomes aware of any circumstances preventing Auditor from completing the Financial Audits by May 31st of any year, Auditor shall immediately notify the Contract Administrator and shall request, in writing, additional time for completion of the Financial Audits, setting forth with specificity the circumstances preventing Auditor from timely completion of the Financial Audits and the reasons why additional time will be needed. The Contract Administrator may grant or deny an extension of time in his or her sole discretion.

- 3.3 Irregularities. If Auditor becomes aware of any irregularities or other unforeseeable conditions that may necessitate an expansion of the auditing work beyond the scope of normal auditing procedures, Auditor shall notify the Contract Administrator in writing of the circumstances.

- 3.4 Availability of Records. Each bond issue to be audited under this Agreement must be audited and reported separately and the audit report for each bond issue shall be furnished as soon as possible. In any event, the completed audit reports shall be furnished to the HFA no later than May 31st of each year, unless an extension is granted pursuant to Section 3.2.1.

- 3.5 Illegal Acts. Auditor is aware that illegal acts may be discovered during the audit. However, the Parties acknowledge 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 from the audit. Auditor agrees to immediately disclose the discovery of any and all illegal acts to the HFA.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

- 4.1 Term. The term of this Agreement shall begin on October 1, 2019 (“Effective Date”), and shall end on September 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 Auditor at least thirty (30) days prior to the expiration of the then-current term.

- 4.3 Compensation during Extension Terms. For any extension beyond the Initial Term, Auditor shall continue to be compensated as set forth in Exhibit A. Auditor shall

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

4.4 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.

4.5 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 For Bond Issue Audits. The fees for each bond issue to be audited under this Agreement are set forth on Exhibit A. Bond issues to be audited may be added to or removed from Exhibit A only pursuant to written notice from the Contract Administrator.

5.2 Hourly Fees. To the extent that Auditor provides additional services pursuant to Section 5.8, as requested by the HFA, the following schedule of hourly fees shall apply to any additional work done by 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

5.3 Payment. Auditor may submit invoices for payment based on a schedule developed and agreed upon by the Contract Administrator. Initially, provided proper invoices as required herein are furnished to the HFA prior to any payment date, the HFA agrees to pay Auditor in accordance with the following schedule:

PAYMENT DATE	AMOUNT
April 30th of each Contract Year	22.5% of the total audit fee for the applicable Contract Year
May 15th of each Contract Year	22.5% of the total audit fee for the applicable Contract Year
May 31st of each Contract Year	22.5% of the total audit fee for the applicable Contract Year
June 15th of each Contract Year	22.5% of the total audit fee for the applicable Contract Year

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 audit fee for the applicable Contract Year
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5.4 No Additional Compensation for Expenses. Auditor shall not be reimbursed for any additional expenses, including, but not limited to, expenses for travel, per diem, photocopying, telephone bills, or other related expenses.

5.5 Method of Billing and Payment.

5.5.1 Auditor must submit an original invoice plus one (1) copy at least thirty (30) days before each payment date set forth in Section 5.3 above, 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.

5.5.2 The HFA shall pay Auditor within thirty (30) days after receipt of Auditor'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 Auditor to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Auditor at the address designated in the Notices section.

5.6 Subcontractors. Auditor 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 Auditor.

5.7 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.

5.8 Additional Services. Auditor, upon receipt of a written request from the HFA, shall perform such additional auditing services as may be required by the HFA. Additional auditing services may include, but are not limited to, a review of the efficiency and economy of operations, systems of internal control, operating and management procedures and effectiveness in achieving bond program results, or additional work 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. Any additional compensation to Auditor related to a change in the scope of the audit shall be negotiated by the HFA and requires approval of the Board in writing as an amendment to this Agreement in accordance with Section 11.8 herein.

5.9 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. REPRESENTATIONS AND WARRANTIES

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

6.2 Solicitation Representations. Auditor represents and warrants that all statements and representations made in Auditor'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 Auditor executes this Agreement, unless otherwise expressly disclosed in writing by Auditor.

6.3 Contingency Fee. Auditor represents that it has not paid or agreed to pay any person or entity, 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.

6.4 Truth-In-Negotiation Representation. Auditor's compensation under this Agreement is based upon its representations to the HFA, and Auditor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Auditor's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Auditor executes this Agreement. Auditor'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. Auditor 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. Auditor 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 Auditor has been placed on the convicted vendor list.

6.6 Discriminatory Vendor and Scrutinized Companies Lists. Auditor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Auditor 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. Auditor 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. Auditor 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, Auditor 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, Auditor acknowledges that the HFA is materially relying on the representations and warranties of Auditor 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 Auditor, to deduct from the compensation due Auditor under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Auditor under this Agreement. Furthermore, a false representation may result in debarment from the HFA's competitive procurement activities.

ARTICLE 7. INDEMNIFICATION

Auditor 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 Auditor, 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, Auditor 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 Auditor 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, Auditor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit B in accordance with the terms and conditions of this article. Auditor shall maintain insurance coverage against claims relating to any act or omission by Auditor, 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 Auditor shall ensure that "Broward County" and "HFA" are listed and endorsed as additional insureds, as stated in Exhibit B, 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, Auditor 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, Auditor 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 Auditor 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 Auditor has been completed, as determined by the Contract Administrator. Auditor 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). Auditor 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 Auditor 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 Auditor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit B, the HFA shall be entitled to any such broader coverage and higher limits maintained by Auditor. 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 Auditor.

8.7 Auditor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B and submit to the HFA for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Auditor 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 Auditor 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. Auditor 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 Auditor agrees to obtain same in endorsements to the required policies.

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

8.9 Auditor 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 Auditor under this article. Auditor 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 Auditor 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 Auditor. Auditor 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, Auditor 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 B; 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, Auditor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit B.

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 Auditor'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 Auditor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Auditor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, if Auditor 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, Auditor 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. Auditor acknowledges that it has received good, valuable, and sufficient consideration from the HFA, the receipt and adequacy of which are acknowledged by Auditor, 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. Auditor 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. The Contract Administrator is authorized to coordinate and communicate with Auditor to manage and supervise the performance of this Agreement. 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 exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to Exhibit A provided that such modifications do not increase the total cost to HFA, except in connection with the addition of Bond Programs to Exhibit A in accordance with the fee schedule in Exhibit A, or waive any rights of HFA.

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Auditor in connection with performing Services under this Agreement shall be owned by the HFA and shall be deemed works for hire by Auditor and its agents; in the event the Services are determined not to be works for hire, Auditor 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 Auditor, whether finished or unfinished, shall become the property of the HFA and shall be delivered by Auditor to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Auditor may be withheld until all documents are received as provided in this Agreement. Auditor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.3 Public Records. To the extent Auditor is acting on behalf of the HFA as stated in Section 119.0701, Florida Statutes, Auditor 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 Auditor, or keep and maintain public records required by the HFA to perform the services. If Auditor transfers the records to the HFA, Auditor shall destroy any duplicate public records that are exempt or confidential and exempt. If Auditor keeps and maintains the public records, Auditor 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. Auditor 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 Auditor 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, Auditor 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 Auditor 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 Auditor. Auditor 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 AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AUDITOR'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 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 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, Auditor or its Subcontractors shall make same available in written form at no cost to the HFA.

Auditor 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). Auditor hereby grants the HFA the right to conduct such audit or review at Auditor'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 Auditor 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 Auditor 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 Auditor.

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

11.5 Independent Contractor. Auditor 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 Auditor nor its agents shall act as officers, employees, or agents of the HFA. Auditor 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 state agency 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 Auditor 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 BRUNSON:

Anthony Brunson, P.A.
Attn: Anthony Auditor
333 Las Olas Way, Suite 100
Fort Lauderdale, Florida 33301
E-mail address: ABrunson@abcpasolutions.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 Auditor without the prior written consent of the HFA. If Auditor 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 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. During the term of this Agreement, none of Auditor's officers or employees shall serve as an expert witness against the 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 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 Auditor 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

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.

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. Auditor 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, AUDITOR 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 Auditor.

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 Auditor 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 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. Auditor 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, Auditor 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 ANTHONY BRUNSON, P.A., signing by and through its duly authorized signor to execute same.

HFA

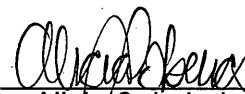
ATTEST:


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:  5/7/2019
Alicia C. Lobeiras (Date)
Assistant County Attorney

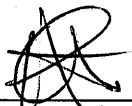
By:  5/9/19
Michael J. Kerr (Date)
Deputy County Attorney

ACL/mdw
Auditor – HFA Agreement.doc
05/03/19
#397992

AGREEMENT BETWEEN HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA, AND ANTHONY BRUNSON, P.A. FOR AUDIT SERVICES FOR THE HOUSING FINANCE AUTHORITY'S SINGLE-FAMILY AND MULTI-FAMILY MORTGAGE REVENUE BONDS

BRUNSON


WITNESSES:



Signature

Alessandro Citala

Print Name of Witness above

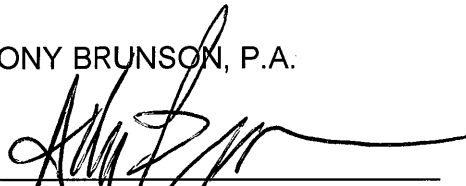


Signature

Keira Remon

Print Name of Witness above

ANTHONY BRUNSON, P.A.

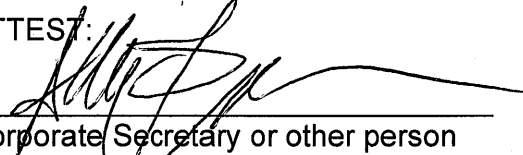
By: 

Authorized Signor

Anthony Brunson

Print Name and Title

6th day of May, 2019

ATTEST:


Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)


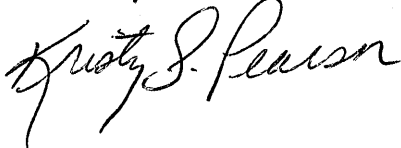

Kristy S. Pearson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG021238
Expires 8/14/2020


EXHIBIT A

SCOPE OF AUDIT AND FEES

<u>BOND PROGRAMS</u>	<u>FEE PER CONTRACT YEAR</u>
<i>SINGLE-FAMILY BOND ISSUES</i>	
<i>MULTI-FAMILY BOND 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. Meridian Apartments	\$6,000
7. Pinnacle Village	\$6,000
8. Prospect Park	\$6,000
9. Summerlake	\$6,000
10. Woodsdale Oaks	\$6,000
TOTAL PER CONTRACT YEAR	\$57,000

1. Each new multifamily bond issue added to this Exhibit A pursuant to written notice by the Contract Administrator will increase the total audit fee in the amount of \$6,000 per Contract Year.
2. Each new single family bond issue added to this Exhibit A pursuant to written notice by the Contract Administrator will increase the total audit fee in the amount of \$2,000 per Contract Year.

EXHIBIT B

MINIMUM INSURANCE COVERAGES

INSURANCE REQUIREMENTS

Project: **RLI for Audit Services for Single-Family and Multi-Family Mortgage Revenue Bonds**
Agency: **Housing Finance Authority**

TYPE OF INSURANCE	ADDITIONAL ENDORSEMENTS	SUBROGATION WAIVER	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"/> XCU: 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	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
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:	\$2,000,000	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$100,000	
<i>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. Contractor's 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.</i>					

CERTIFICATE HOLDER:
Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


Risk Management Division