



BOARD PACKAGE

Meeting

MARCH 21, 2018

REGULAR MEETING

A regular meeting of the Housing Finance Authority of Broward County (the "HFA"), Florida, will be held on Wednesday March 21, 2018, at 5:30 p.m., in the 2nd Floor Conference Room, located at 110 N.E. 3rd Street, Fort Lauderdale, Florida.

CALLING OF THE ROLL

CONSENT AGENDA (1 through 5)

1. Approval of February 21, 2018, Regular Meeting Minutes
2. Executive Director's (February) Operational Report
3. S. Davis & Associates, P.A. (Agreement/Option)

MOTION TO APPROVE the second and final one (1) year option in the Agreement between the HFA and S. Davis & Associates, P.A. from October 1, 2018 to September 30, 2019 for audit services on the Single-Family and Multi-family Mortgage Revenue Bonds.

4. 2018 Florida Association of Local Housing Finance Authorities Education Conference, St. Petersburg, Florida

MOTION TO APPROVE Staff and HFA Board members to attend the 2018 Annual Florida Association of Local Housing Finance Authorities Conference in St. Petersburg from July 11-14, 2018.

5. Emerald Palms Apartments – Good Faith Deposit Reduction

MOTION TO APPROVE Resolution of the Housing Finance Authority of Broward County, Florida (the "Housing Finance Authority") authorizing the Housing Finance Authority to reduce the Good Faith Deposit due and payable to the Housing Finance Authority in connection with the proposed issuance of Multifamily



Housing Revenue Bonds of the Housing Finance Authority to finance all or a portion of the cost of the acquisition, rehabilitation, and equipping of certain multifamily housing facilities (Emerald Palms Apartments) located within Broward County, Florida and other related purposes; and providing an effective date.

MOTION TO APPROVE the Consent Agenda for March 21, 2018.

REGULAR AGENDA

6. Financial Reports Monthly Overview – Ms. Linda Dufresne

MOTION TO APPROVE the Housing Finance Authority monthly financial report for the month of February 28, 2018.

7. Single Family Bonds – 2018 Mortgage Credit Certificate (MCC) Program

MOTION TO AUTHORIZE staff to publish a Mortgage Credit Certificate Public Notice; authorizing the assignment of Bond Counsel to assist in the preparation of the Public Notice; and authorizing the expenditures for such purposes not to exceed \$2,500.

UPDATE ITEM

8. Multifamily Request for Applications

9. **MATTERS OF HFA MEMBERS**

10. **MATTERS FROM THE FLOOR**

11. **NEXT BOARD MEETING**

April 18, 2018

12. **ADJOURNMENT**

MINUTES
BOARD MEETING
Wednesday, February 21, 2018

A regular Board Meeting of the Housing Finance Authority (“HFA”) of Broward County was held on Wednesday, February 21, 2018, at 5:30 p.m., in the 2nd Floor Conference Room, located at 110 Northeast 3rd Street, Fort Lauderdale, Florida.

The Chair, Colleen LaPlant, called the meeting to order at 5:30 p.m.

CALLING OF THE ROLL

A Roll Call was taken by Sonia Isme.

Board Members Present

Colleen LaPlant, Chair – Milette Thurston, Vice Chair, – Ruth T. Cyrus, Member – John G. Primeau, Member – Jose Lopez, Member – Kirk L. Frohme, Member

Board Members Absent

Daniel D. Reynolds, Asst. Secretary – Donna Jarrett-Mays, Secretary

Staff

Suzanne R. Fejes, Executive Director
Norman Howard, Manager
Sonia Isme, Secretary
Annika Ashton, Senior Asst. County Attorney

Also Present

Deborah Zomermaand, Financial Advisor
Linda Dufresne, Dufresne CPA Services, P.A.
Anthony Brunson, Anthony Brunson P.A.

Ms. LaPlant, Chair, acknowledged informational items provided to the board prior to discussion of the agenda items.

CONSENT AGENDA ITEMS 1 – 5

1. Approval of January 17, 2018, Regular Meeting Minutes
2. Executive Director’s (January) Operational Report
3. Request for Letters of Interest (RLI) – HFA Financial Advisory Services



MOTION TO APPROVE Request for Letters of Interest (RLI) No. 20190414-FAS2 to provide the HFA with financial advisory services in the area of housing tax exempt and or taxable private activity bonds, assist with capital, investments and strategic planning, preparing special reports and analyses as requested by the HFA board or Designee.

4. 2018 National Housing Finance Association (NALHFA) Annual Educational Conference at the Hotel Monteleone in New Orleans, LA.

MOTION TO APPROVE HFA Board Members and Staff to attend the 2018 NALHFA Annual Educational Conference at the Hotel Monteleone in New Orleans, LA, May 9 -11, 2018.

5. Florida Association of Local Housing Finance Authorities (Florida ALHFA) 2018 Conference Sponsorship.

MOTION TO APPROVE a “GOLD” level sponsorship for the HFA in the amount of \$2,500 for the Florida ALHFA Annual Educational Conference scheduled, July 11-14, 2018; and authorize the Chair or the HFA Executive Director to execute the Sponsorship Commitment Form.

MOTION TO APPROVE the Consent Agenda for February 21, 2018.

MOTION was made by Kirk L. Frohme, seconded by Jose Lopez, to approve Consent Agenda Items 1 through 5. The motion carried unanimously.

PRESENTATION

6. Mr. Anthony Brunson, Anthony Brunson P.A., presentation of the FY 2017 Operational Audited Financial Statements for the HFA year-end September 30, 2017.

Mr. Brunson introduced himself and provided an overview of the presentation materials. He emphasized on GASB requirements, and the general scope of the firms' responsibilities. He indicated that the accounting practices had no significant matters. There were findings related to the investment/pension areas on accounting estimates, evaluation of investments, calculations on pension liabilities and expenses that were assessed. In addition, there were no concerns on the financial disclosure in the audit.

Mr. Brunson spoke on the audit adjustments referred to as post-closing adjustments. He highlighted areas in connection with Dufresne CPA Services, P.A. financial reporting. He explained that post-closing adjustments are usually done because of errors, however, an adjustment was done to provide additional information, and acknowledged by HFA staff. HFA staff provided information on policies, procedures and internal controls. He indicated that Franklin Park Estates and ArtServ required attention on assessment; and other GASB requirements on classification were discussed.

Mr. Brunson presented a summary of the overall audit report. He addressed areas that had no significance or concerns and provided a detailed explanation on the HFA audit statistics prior year comparison and current year evaluation.

Mr. Primeau inquired what adjusted the program revenue. Mr. Brunson indicated in the past there were several retired bond issues, and the investment portfolio was higher and better returns on the investments in the prior year.

There was a detailed discussion on line items identified in the audited financial statement amongst John G. Primeau, Kirk L. Frohme, Tony Brunson and Linda Dufresne.

MOTION TO APPROVE the FY2017 Operational Audited Financial Statements for the HFA year-end September 30, 2017.

MOTION was made by Kirk L. Frohme, seconded by John G. Primeau, to approve the FY2017 Operational Audited Financial Statements for the HFA year-end September 30, 2017. The motion carried unanimously.

REGULAR AGENDA

7. Financial Reports Monthly Overview – Ms. Linda Dufresne, Dufresne CPA Services

Ms. Dufresne inquired if anyone had questions to pertaining the Q&A's acquired by Kirk L. Frohme. She provided an overview of the Monthly Financial Reports and stated that audit adjustments were made available prior to the monthly reports. For example, the \$31,400 land grant was determined through consultation with the Anthony Brunson, P.A. in the donation of the lots for the Franklin Park Estates project. The Franklin Park was listed as an expense for the year. Ms. Dufresne highlighted the recent transactions in the report and noted fee receipts for statement revenue expenditures.

Mr. Frohme inquired about the depreciation expense \$29,979 reporting year and category reference. Ms. Dufresne explained that \$29,979 is reported for FY2017, and when the financials are rolled and close the year-end, the system does not allow to return to the prior year. Mr. Frohme stated that as long as the net equity on the balance sheet agree with the audited statements the concern would no longer be revisited.

MOTION TO APPROVE the Housing Finance Authority Monthly Financial Reports for the month of January 31, 2018.

MOTION was made by Ruth T. Cyrus, seconded by Kirk L. Frohme, to approve the Housing Finance Authority monthly financial reports for January 31, 2018. The motion carried unanimously.

8. Emerald Palms Apartments (Good Faith Deposit) – Deborah Zomermaand

Ms. Zomermaand indicated the item is a discussion item to get direction from the HFA Board regarding a developer's request to reduce the good faith deposit for a \$38 million deal. She stated that the developer requested the reduction of the good faith deposit to \$75K versus 50 basis points as the good faith deposit would otherwise be far greater than what would be necessary to cover all the anticipated fees and costs of the HFA and its professionals in the event the transaction did not close. The request is only for a reduction in the good faith deposit and no fees of the HFA will be reduced.

Ms. Zomermaand requested additional Board direction regarding a potential procedural change that would authorize the Executive Director to cap the good faith deposit at \$75,000 with written notification to the Board at its next meeting. The HFA board was presented two motions for consideration.

Ms. LaPlant inquired when the deal would close for Emerald Palms Apartments. Ms. Zomermaand stated that the developer plans on closing by the end of the summer. Ms. Thurston recalled at the previous meeting of a discussion on circumstances resulting in the reduction of a developer's good faith deposit. Ms. Zomermaand confirmed that the developer did receive Board approval for a reduced good faith deposit, the transaction did close, and the HFA received full payment of all fees.

Mr. Primeau inquired about the cap amount and suggested implementation of revised procedures as presented. Ms. Zomermaand restated the proposal that the minimum good faith deposit is \$25K or 50 basis points but if the 50 basis points created a good faith deposit greater than \$75K, then the Executive Director could approve a cap of \$75,000 with written notification of such action at the next HFA board meeting.

There was a detailed discussion regarding the Good Faith Deposit ("GFD) amongst board members, Staff and Deborah Zomermaand.

- A. MOTION TO AUTHORIZE staff to reduce the Emerald Palms Apartments Good Faith Deposit (GFD) due to the HFA in connection with the proposed issuance of bonds in the amount of \$38,000,000. The GFD will be reduced from \$190,000 to \$75,000 notwithstanding the required deposit, per HFA Policy, is one-half of one percent (0.50%) of the principal amount of the bonds that will be issued.

MOTION was made by John G. Primeau, seconded by Kirk L. Frohme, authorizing staff to reduce the Emerald Palms Apartments Good Faith Deposit (GFD) due to the HFA in connection with the proposed issuance of bonds in the amount of \$38,000,000. The GFD will be reduced from \$190,000 to \$75,000 notwithstanding the required deposit, per HFA Policy, is one-half of one percent (0.50%) of the principal amount of the bonds that will be issued. The motion carried unanimously.

- B. MOTION TO DISCUSS authorizing the Executive Director approval to cap the GFD on future transactions at \$75,000, with notice of such action provided to the HFA Board at its next regularly scheduled meeting.

MOTION was made by John G. Primeau, seconded by Milette Thurston. The motion carried unanimously.

There was a detailed discussion regarding the cap of the Good Faith Deposit ("GFD) amongst board members, Staff and Deborah Zomermaand.

Staff was directed to bring back a resolution authorizing the Executive Director approval to cap the GFD on future transactions at \$75,000, with notice of such action provided to the HFA Board.

9. Single-Family Mortgage Revenue Bonds, Series ABC & EF - Ms. Deborah Zomermaand

The Chair read the MOTION TO AUTHORIZE the HFA Investment Committee to use funds to redeem the HFA's Single-Family Mortgage Revenue Bonds 2007 Series ABC and 2007 Series EF and to place all released securities within the HFA's investment account at Bank of New York Mellon.

MOTION was made by Milette Thurston, seconded by John G. Primeau. The motion carried unanimously.

10. **MATTERS OF HFA MEMBERS**

Ms. Thurston inquired when should the board members book reservations for the upcoming NALHFA conference. Mr. Howard indicated that the board members should begin their reservations by the next board meeting.

11. **MATTERS FROM THE FLOOR**

Ms. Zomermaand informed the board that a schedule for ELI (Extremely Low Income) loans whereas the Florida Housing Corporation will allocate funds per unit has been established and may be beneficial to affordability in Broward County.

12. **NEXT BOARD MEETING**

March 21, 2018

13. **ADJOURNMENT**

The Chair, Colleen LaPlant hearing no further comments, questions or discussions adjourned the meeting at 5:51 p.m.

MEMORANDUM

Date: March 9, 2018
To: Housing Finance Authority Board Members
Through: Suzanne Fejes, Executive Director *SFP*
From: Norman L. Howard, Manager *NLH*
Subject: February Operational Report

INVESTMENT COMMITTEE

An Investment Committee (IC) meeting was held on January 17, 2018 Wednesday, at 4:00 p.m., at 110 N.E. 3rd Street, 3rd Floor, Suite 300, and Fort Lauderdale, Florida. Attached are the approved meeting minutes (Attachment 1).

SINGLE-FAMILY

Information listed below is the foreclosure/bankruptcy report received from CitiMortgage for the months of December 2017 and January 2018. The report for the month of February 2018 has not been received from CitiMortgage to date.

Bankruptcy – December 2017

Loan Count	Total	1 st Lien	2 nd Lien	1 st Mort./Total	2 nd Mort./Total
0	\$0	0	0	\$0	\$0

Foreclosure (180+ days) – December 2017

Loan Count	Total	1 st Lien	2 nd Lien	1 st Mort./Total	2 nd Mort./Total
12	\$1,473,903	8	4	\$1,329,567	\$144,336

Bankruptcy – January 2018

Loan Count	Total	1 st Lien	2 nd Lien	1 st Mort./Total	2 nd Mort./Total
0	\$0	0	0	\$0	\$0

Foreclosure (180+ days) – January 2018

Loan Count	Total	1 st Lien	2 nd Lien	1 st Mort./Total	2 nd Mort./Total
13	\$1,550,154	9	4	\$1,405,959	\$144,195

2017 Mortgage Credit Certificate Program (MCC)

At this time, the HFA has fifteen (15) lenders participating in the 2017 MCC Program. The program totals to date are as follows:

<i>MCC's by Lender</i>	<i>Commitments</i>	<i>Issued</i>	<i>Cancelled/Expired</i>
Academy Mortgage Corporation	7	7	0
America's Mortgage Professionals, LLC	0	0	0
Bank of America, N.A.	9	4	0
Banking Mortgage Services Corp	0	0	0
Centennial Bank	0	0	0
CMG Financial, Inc.	0	0	0
Cornerstone Home Lending	2	1	0
Gold Star Mtg. Financial Group	6	5	0
GSF Mortgage Corporation	0	0	0
Gulf Atlantic Funding Group, Inc.	0	0	0
HG Mortgage, LLC	26	18	1
Hamilton Funding Group	41	34	2
Paramount Residential Mortgage Group (PRMG)	17	14	0
Plaza Home Mortgage, Inc	1	0	0
The Mortgage Firm	4	3	0
Totals	113	86	3
<i>Income to date:</i> \$15,050			

MULTIFAMILY HOUSING BOND TRANSACTIONS

2018 Multifamily housing transactions update for the month of March (Attachment 2).

MULTI-FAMILY COMPLIANCE MONITORING

Multifamily compliance monitoring; reporting period December 21, 2017, to January 20, 2018.

Monthly Compliance

Review of this month's bond report shows all properties are in compliance with their respective Land Use Restriction Agreements (LURA's).

Occupancy Report

The HFA Rental Occupancy Report for period December 21, 2017, to January 20, 2018, is included (Attachment 3).

Annual Management Review and Inspections

There were no reviews or inspections completed during the reporting period of December 20, 2017 to January 20, 2018.

ATTACHMENT 1

MINUTES
INVESTMENT COMMITTEE MEETING
Wednesday, January 17, 2018

A regular meeting of the Investment Committee (“IC”) of the Housing Finance Authority of Broward County, Florida, was held on Wednesday, January 17, 2018, at 4:00 p.m., located at 110 N.E. 3rd Street, Suite 300, Fort Lauderdale, Florida.

The Chair, Colleen LaPlant, called the meeting to order at 4:00 p.m., and introduced herself as the new Chair of the Housing Finance Authority and Investment Committee, appointed by Vice Mayor, Mark D. Bogen.

CALLING OF THE ROLL

A Roll Call was taken by Sonia Isme.

IC Members Present

Colleen LaPlant, Chair
Suzanne Fejes, Vice Chair
Stephen Farmer, Member
John G. Primeau, Member
Debbie Zomermaand, Member

Staff

Sonia Isme, Secretary
Norman Howard, Manager
Annika Ashton, Senior Asst. County Attorney
Anna Owens, Finance & Administrative Services

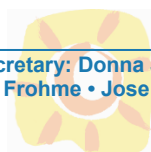
Also Present

Linda Dufresne, Dufresne CPA
Services, P.A.
Thomas Radicioni, BNY Mellon (Phone)

REGULAR AGENDA

1. Approval of October 11, 2017, Investment Committee Special Meeting Minutes

MOTION was made by Stephen Farmer, seconded by Suzanne Fejes, to approve the October 11, 2017, Investment Committee Special Meeting Minutes. The motion carried unanimously.



2. Investment Committee (IC) Meeting Dates for Year 2018

The Chair stated that during Calendar Year 2017, the IC met on the third Wednesday of every month, and that staff has presented new dates for the Calendar Year 2018. Mr. Howard mentioned that the HFA Board does not meet in July, however, the IC can meet at that time if needed.

Ms. Zomermaand asked could the meeting be held telephonically. Ms. Ashton stated that a quorum must physically be present to be able to conference in and vote.

MOTION TO APPROVE the IC meeting dates for calendar Year 2018.

MOTION was made by Deborah Zomermaand, seconded by Stephen Farmer, to approve the IC meeting dates for calendar Year 2018. The motion carried unanimously.

3. Cash and Cash Equivalents – Ms. Deborah Zomermaand

A. Money Market Accounts

Ms. Zomermaand distributed handouts of the Bank of New York Mellon (“BONY”) securities as of December 31, 2017. She explained the cash and maturity items listed in the HFA’s investment account which included approximately \$5 million in cash and cash equivalents. Additionally, the HFA has approximately \$770K in the Wells Fargo Operational Account, according to the draft financial statements. The HFA’s cash and equivalents, including operating funds, is roughly \$5.8 million as of the reported month.

B. Treasuries

Ms. Zomermaand pointed out that within its investment account, the HFA has \$5 million of currently available funds, and a treasury note in the amount of \$1,497,000 maturing in the month of June. These investments combined represent approximately 60% of the HFA’s portfolio with BONY. An additional Treasury security of an approximate \$1 million will mature in December. In 2018, the HFA will have 70% of funds available from its portfolio that will need to be reinvested.

C. 2007 ABC & 2007 EF Single Family Bonds - Collapse

Ms. Zomermaand distributed handouts pertaining to three HFA single family transactions. She mentioned that the data reflected information obtained from the trustee statements dated October 1, 2017 and draft September 30, 2017 financial statements. She did not recommend collapsing 2006 ABC bond issue, as it would result in a deficit position, if collapsed.

Ms. Zomermaand stated that the 2007 ABC is a larger transaction than the 2007 EF. She advised the board that the collapse of the 2007 ABC and 2007 EF bond issues may be handled in different ways, the board could decide to collapse one, both or choose not to collapse either of the transactions. The collapse of the 2007 ABC would result in the redemption of \$3,070,000 in outstanding bonds according to the draft financial statements. The securities collateralizing the bond issue would be released to the BONY investment account of the HFA.

The released securities would include Ginnie Mae, Fannie Mae and Freddie Mac securities along with whole loans consisting of second mortgages originated via subordinate debt within the bond issue. The whole loans would need careful consideration. The handout reflected the whole loan allowance for doubtful accounts from draft financial statements.

Assuming the draft numbers are correct, the face value of the 2007 ABC securities and whole loans would be approximately \$3.4 million. Additionally, the analysis listed reserve accounts that are connected to the bond deal in the amount of \$154K. She explained that if the transaction was collapsed, the HFA would have an estimated increase in its investments of \$528K.

The 2007 ABC securities have a yield of 4.75% and up, therefore the intent is to keep the securities within the HFA's investment portfolio. If the bond issue is collapsed without liquidating the securities, it would take approximately \$3 million in HFA cash, and the HFA would own \$3.4 million in face value of securities (including whole loans net of allowance for doubtful accounts), resulting in an increased value of investment assets and earnings.

The collapse of the 2007 EF bond issue would require approximately \$469K of HFA funds to redeem the bonds with \$736K in securities released to the HFA's investment account at BONY. After the bond redemption, assets within the HFA's investment account would increase by approximately \$250K.

Ms. Zomermaand pointed out that the collapse of the bonds is recommended because the HFA has \$5 million in cash available to redeem the bonds and the securities from the collapsed transactions will increase the HFA's investment yields. She provided an example of what the numbers would be if collapsed and stated that to the extent additional liquidity was required the securities could be sold at any time within the secondary market at the then current market price.

Mr. Farmer inquired if the securities consisted of mortgages from a HFA bond issue. Ms. Zomermaand confirmed that mortgages backing the securities were originated via funds generated via HFA bonds and she described the types of transactions completed in the past. She mentioned that the HFA had contributed \$800K to the 2007 ABC transaction consisting of \$330K in cash, and \$429K in mortgage loans. The HFA contributed \$487,500 of cash to the 2007 EF transaction.

Ms. Zomermaand recommended that the proposed collapse of the bond issues be presented to the HFA Board in February for consideration. The bond payments dates are April 1, 2018 and October 1, 2018. Therefore, if approved in February, April 1st would be a suggested bond redemption date.

Ms. Zomermaand discussed other methods of collapsing the bonds and suggested that if the bonds would be split in two, both transactions should be completed by September 30, 2018 to avoid preparing audited financial statements for the fiscal year 2018/2019. The fee estimates for the collapse include a 3% premium on the smaller deal (2007 EF). There is no premium on the bond redemption on the larger deal (2007 ABC). It was confirmed that there would be no fees from Linda Dufresne, Dufresne CPA Services or Deborah Zomermaand, Zomermaand Financial Advisory Services. With regards to bond counsel, it is the IC's decision whether to include the services.

Ms. Zomermaand recommended that the IC to authorize the professional team to present the request to the board in February for review.

Mr. Farmer asked were there provisions in the policy that restricts the percentage for securities. Ms. Zomermaand read from the policy that the liquidity and maturity dates are to be structured to provide sufficient liquidity to pay obligations that become due. She mentioned that the IC can sell some of the securities to shorten the portfolio maturities.

There was a detailed discussion that ensued on the investment securities between Stephen Farmer and Deborah Zomermaand.

Ms. Zomermaand confirmed with Mr. Radicioni that if the securities were sold he would be able to reinvest the proceeds in treasury notes. Mr. Farmer concluded that if there is liquidity in the front end of the investments then the collapse would be recommended.

The notice for collapsing the bonds would generally require at least a 30-day notice to the bond holders. Ms. Zomermaand stated that the redemption does not have to be on a bond payment date. She suggested that the IC gather a list of questions that can be discussed and revisited in the future.

Mr. Farmer inquired about the process of the bonds being collapsed. Ms. Zomermaand explained that if the IC decided to consider collapsing the bonds as in investment alternative, the item can be presented to the HFA Board for approval in February. The data presented would have been reviewed by all parties to include Q&A's. Once approved, the HFA would forward a letter of a bond redemption to the trustee to move forward.

Mr. Radicioni described the process of collapsing bonds. Mr. Farmer asked if there was additional approval required other than from the HFA. Mr. Radicioni explained that direction would come from the HFA and does not require additional approvals.

Ms. Zomermaand stated there is no indication that the funds sufficient to redeem the bonds, must be held by the Trustee at the time of the notice. However, if that was the case, the funds would be moved from the investment money market to the redemption money market. Ms. Zomermaand recommended the collapse of the 2007 EF as a trial, and if it the IC is satisfied with the results, the IC would return to the 2007 ABC.

Mr. Primeau requested an explanation for collapsing the bonds. Ms. Zomermaand stated that it would be a potential for greater returns within the HFA's investment portfolio.

Ms. LaPlant inquired why was the return on the 2007 ABC only indicating half of what was reflected for 2007 EF. Ms. Zomermaand stated that she presumes it has to do with the amount of funds that were funded in the beginning, and the 2007 EF is at a high interest rate at this point, because of down payment assistance and bond premiums. The 2007 ABC included subordinate loans that did not do well, therefore the HFA had to write-off subordinate mortgages. Additionally, there are potential future write-offs of the 2nd mortgages. The HFA's estimated exposure is reported as doubtful accounts within the audited financial reports.

Mr. Farmer inquired about the timeline of the notification process. Ms. Zomermaand explained that in February, the item will be presented to the HFA Board for approval and if approved a notice will be sent to the trustee in accordance with the Trust Indenture. Such notice was expected to be 30-45 days prior to the proposed April 1, 2018 redemption date. She suggested that in March or May additional direction could be provided if the IC wanted to sell some of the released securities.

There was a recap discussion of the 2007 ABC and 2007 EF bond collapse amongst the IC and Thomas Radicioni.

Ms. Ashton advised the IC that making recommendations would require the HFA Board's acknowledgement and approval. However, should Ms. Zomermaand choose to make the recommendation on behalf of the IC, the HFA Board may request the IC's recommendation.

MOTION was made by Stephen Farmer, seconded by John G. Primeau, to recommend to the HFA Board the collapse of 2007 ABC, 2007 EF bonds subject to professional review on behalf of the IC.

The meeting was adjourned by Ms. LaPlant, Chair at 5:03 pm.

ATTACHMENT 2

2018 MULTIFAMILY HOUSING BOND TRANSACTIONS – MARCH UPDATE

<u>HFA RANKING</u>	1	2	3
<u>PROJECT NAME</u>	<u><i>Emerald Palms Apartments</i></u>		
<u>PROJECT LOCATION</u>	5331 Southwest 43 rd Terrace Dania Beach, FL 33314		
<u>DEVELOPER</u>	MRK Partners Inc.		
<u>PROFESSIONAL TEAM</u>	<ul style="list-style-type: none"> • <i>Lead Underwriter</i> • <i>Bond Counsel</i> • <i>Credit Underwriter (“CU”)</i> 	<ul style="list-style-type: none"> • RBC • Nabors, Giblin & Nickerson • Seltzer 	
<u>BOND AMOUNTS</u>	<ul style="list-style-type: none"> • <i>Bond Amount/Original Req.</i> • <i>Revised Request</i> • <i>CU Recommendation</i> 	<ul style="list-style-type: none"> • \$38,000,000 • N/A • TBD 	
<u>TEFRA & Inducement</u>	<ul style="list-style-type: none"> • <i>TEFRA/Inducement Amount</i> • <i>Date of TEFRA Hearing</i> • <i>Date of HFA Approval</i> • <i>Date of BOCC App. TEFRA</i> • <i>Date of HFA Inducement</i> • <i>Date of BOCC Approval Cust. Agreement (If Applicable)</i> 	<ul style="list-style-type: none"> • \$38,000,000 (Inducement) • TBD • TBD • TBD • April 19, 2017 • N/A 	
<u>ALLOCATION</u>	<ul style="list-style-type: none"> • <i>Allocation Approved by HFA</i> • 	\$38,000,000	
<u>TRANSACTION STATUS</u>	<i>See Note #1</i>		

Note #1:

Application to fund Emerald Palms Apartments in the 2017 allocation cycle was submitted to the HFA on March 20, 2017. The financing is expected to fund the acquisition and rehabilitation of 318 units of affordable housing in Dania Beach. The HFA approved and induced the project at its board meeting on April 19, 2017, such approval effectively ranked the development to receive tax-exempt bond allocation and/or carryforward in 2017. On February 21, 2018 the HFA authorized a reduction of the Good Faith Deposit from \$190,000 to \$75,000. The transaction is expected to close during the summer of 2018.

ATTACHMENT 3

Housing Finance Authority of Broward County
Rental Occupancy Report

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K
Property	Total Number of Units	From Mgmt Number of Units Occupied	% of Units Occupied	Previous month % of Lower Units Occupied December	From Mgmt Low Income Units Occupied	% Occupied by Low Income	LURA Low Income Requirement	Certificate of Compliance rec'd January	Comments	Vacant Units
Banyan Bay	416	371	89.2	45%	169	45.6	20%	2/9/2018		45
Chaves Lakes	238	236	99.2	92%	217	91.9	40%	1/24/2018	QP expires 3/2018	2
Colonial Park	160	159	99.4	100%	159	100.0	99%	1/23/2018		1
Cypress Grove/Sandalgrove	814	689	84.6	100%	689	100.0	40%	1/30/2018		125
Golden Villas	120	119	99.2	99%	119	100.0	40%	2/6/2018		1
Golf View Gardens	160	158	98.8	100%	158	100.0	100%	1/22/2018		2
Harbour Cove	212	210	99.1	87%	181	86.2	40%	1/31/2018		2
Heron Pointe	200	197	98.5	98%	193	98.0	40%	1/31/2018		3
Laguna Pointe	188	188	100.0	91%	172	91.5	40%	2/2/2018		0
Lake Vista (fka Ashlar/Pier Club)	480	436	90.8	22%	95	21.8	20%	1/31/2018	QP expires 6/1/2021	44
Lauderhill Point (fka Driftwood Terr)	176	175	99.4	100%	175	100.0	100%	2/10/2018		1
Los Prados	444	417	93.9	28%	122	29.3	20%	1/30/2018		27
Mar Lago Village	216	200	92.6	42%	88	44.0	40%	2/14/2018		16
Meridian	160	152	95.0	100%	152	100.0	99%	1/23/2018	QP expires 5/2018	8
Palms of Deerfield	56	56	100.0	100%	56	100.0	100%	2/12/2018		0
Pembroke Park	244	243	99.6	84%	205	84.4	40%	2/1/2018		1
Pinnacle Village	148	147	99.3	99%	146	99.3	40%	2/6/2018		1
Prospect Park	125	124	99.2	100%	124	100.0	40%	2/9/2018		1
Sailboat Bend	37	37	100.0	100%	37	100.0	100%	3/7/2018		0
San Tropez (fka Pembroke Village)	480	469	97.7	21%	96	20.5	20%	1/26/2018	QP expires 6/26/2019	11
Sanctuary Cove	292	292	100.0	99%	290	99.3	40%	1/30/2018		0
St Croix	246	244	99.2	99%	244	100.0	40%	2/7/2018	QP expires 6/1/2020	2
Summerlake	108	106	98.1	100%	106	100.0	40%	1/24/2018		2
Woodsdale Oaks	172	170	98.8	100%	170	100.0	70%	1/23/2018		2
Totals	5,892	5,595			4,163					297
* Figures in red show properties that are less than 90% occupied										
Total % rate of occupancy for all properties		95%								
Pending New Projects										
Northwest Gardens (new construction/acquisition rehab)										
Stanley Terrace (acquisition rehab)										
Residents at Crystal Lakes (new construction)										
Landings at Coconut Creek (acquisition rehab - closed December 14, 2017)										

MULTI-FAMILY BOND RENTAL OCCUPANCY REPORT KEY

The Rental Occupancy Report was prepared by staff from Certifications of Continuing Compliance reports received from Multi Family property management.

Column B represents the total number of units the property has.

Column C represents the number of units occupied during the time period.

Column D represents the percentage of units occupied versus the total number.

Column E represents the percentage of total units that were lower income occupied during the month of December, 2017

Column F represents the number of lower income units occupied.

Column G represents the percentage of lower income units occupied versus the total number of units available.

Column H represents the lower income requirement per the Land Use Restriction Agreement.

Column I represents the date the Certificate of Compliance was received by Housing Finance Authority.

Column J represents comments deemed important or necessary such as the qualifying period expiration date or explanation for red numbers on the report.

Column K represents the number of units vacant for each property.

Columns that are blank represent no report was received from property management.

**Housing Finance Authority of Broward County
March 21, 2018 – Board Meeting**

S. Davis & Associates, P.A. - Action Item

Request authorization to execute the second and final one (1) year option in the agreement between the HFA and S. Davis & Associates, P. A.

Background

1. The Housing Finance Authority (the “HFA”) entered into an agreement with S. Davis & Associates, P.A., for a three (3) year term with two (2) one (1) year options for audit services on the single-family and multi-family mortgage revenue bonds This contract was executed on October 1, 2014 and expired on September 30, 2017.
2. The HFA approved the first one (1) option in the agreement between the HFA and S. Davis & Associates, P.A from October 1, 2017 to September 30, 2018.

Recommendation

Authorize the second and final one (1) year option in the agreement between HFA and S. Davis & Associates, P.A. from October 1, 2018 to September 30, 2019 for audit services on the Single-family and Multi-family Mortgage Revenue Bonds.

Attachment

1. S. Davis & Associates, P.A. Agreement

ATTACHMENT 1

AGREEMENT

Between

HOUSING FINANCE AUTHORITY
OF BROWARD COUNTY, FLORIDA

and

S. DAVIS & ASSOCIATES, P.A.

for

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

RLI # 20131006-AS-2

AGREEMENT

Between

HOUSING FINANCE AUTHORITY
OF BROWARD COUNTY, FLORIDA

and

S. DAVIS & ASSOCIATES, P.A.

for

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

RLI # 20131006-AS-2

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

and

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

WITNESSETH:

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

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

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

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

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

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

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

ARTICLE 2

SCOPE OF AUDIT; TIME FOR PERFORMANCE

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

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

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

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

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

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

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

ARTICLE 3

TERM

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

ARTICLE 4

COMPENSATION

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

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

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

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

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

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

ARTICLE 5

ADDITIONAL SERVICES; CHANGES IN SCOPE

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

ARTICLE 6

INDEMNIFICATION

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

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

ARTICLE 7

INSURANCE

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

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

ARTICLE 8

TERMINATION

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

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

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

ARTICLE 9

EEO COMPLIANCE

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

AUDITOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16 $\frac{1}{2}$, Broward County Code of Ordinances. AUDITOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by HFA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AUDITOR shall take affirmative steps to prevent discrimination in employment against disabled persons.

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

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

ARTICLE 10

MISCELLANEOUS

10.1 RIGHTS IN DOCUMENTS AND WORK

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

10.2 PUBLIC RECORDS

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

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

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

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

10.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

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

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

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

10.4 TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

10.5 PUBLIC ENTITY CRIME ACT

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

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

10.6 INDEPENDENT CONTRACTOR

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

10.7 THIRD PARTY BENEFICIARIES

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

10.8 NOTICES

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

FOR HFA:

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

FOR AUDITOR:

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

10.9 ASSIGNMENT AND PERFORMANCE

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

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

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

10.10 CONFLICTS

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

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

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

10.11 MATERIALITY AND WAIVER OF BREACH

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

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

10.12 COMPLIANCE WITH LAWS

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

10.13 SEVERANCE

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

10.14 JOINT PREPARATION

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

10.15 INTERPRETATION

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

10.16 PRIORITY OF PROVISIONS

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

10.17 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

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

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

10.18 AMENDMENTS

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

10.19 PRIOR AGREEMENTS

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

10.20 PAYABLE INTEREST

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

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

10.21 INCORPORATION BY REFERENCE

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

10.22 REPRESENTATION OF AUTHORITY

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

10.23 PREVAILING WAGE REQUIREMENT

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

10.24 MULTIPLE ORIGINALS

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

10.25 DRUG-FREE WORKPLACE

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

10.26 CONTINGENCY FEE

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

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

10.27 LIVING WAGE REQUIREMENT

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

10.28 FORCE MAJEURE

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

10.29 DOMESTIC PARTNERSHIP REQUIREMENT

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

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

HFA

ATTEST:

HOUSING FINANCE AUTHORITY
OF BROWARD COUNTY, FLORIDA


Secretary

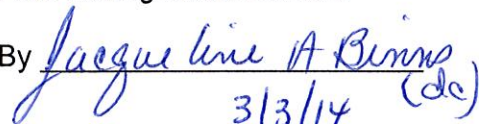
By 
Chair

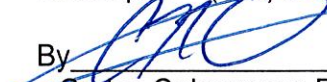
13 day of March, 2014




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

Insurance requirements
approved by Broward County
Risk Management Division

By 
3/3/14 (dc)

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

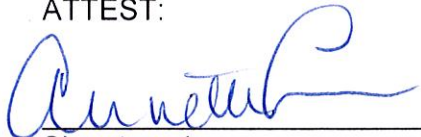
Risk Management Division
Jacqueline A. Binns
Risk Insurance and
Contracts Manager

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

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

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

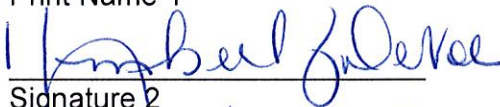
ATTEST:



Signature 1

Annette Lewis

Print Name 1



Signature 2

Kimberley DeLoe

Print Name 2

By

Print Name

Title

24 day of February 2014

Exhibit "A"

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

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

Exhibit "B"
Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Brunswick Companies 2857 Riviera Drive Akron OH 44333	CONTACT NAME: Janelle Bilek, CPCU CIC AAI	
	PHONE (A/C No. Ext): (330) 864-8800 FAX (A/C No.): (330) 864-8661 E-MAIL ADDRESS: jbilek@brunswickcompanies.com	
INSURED S. Davis & Associates PA 2521 Hollywood Boulevard Hollywood FL 33020	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Company	22292
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1412906628 REVISION NUMBER:

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

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

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

FRANCISCO
VASQUEZ

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

CERTIFICATE HOLDER

CANCELLATION

Broward County
Attention Norman Howard
115 South Andrews Avenue
Ft. Lauderdale, FL 33301

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

AUTHORIZED REPRESENTATIVE

Todd Stein/JBILEK



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

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

FRANCISCO VASQUEZ

Digitally signed by FRANCISCO VASQUEZ
DN: cn=FRANCISCO VASQUEZ, ou=Organization,
BCC, RM, Users, dc=cty, broward, bc
Date: 2014.02.28 08:32:28 -05'00'

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James Drake



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

COVERAGES **CERTIFICATE NUMBER: 214118** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMPI/OP AGG	\$	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	76WEGLY6101	10/13/2013	10/13/2014	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E L EACH ACCIDENT	\$ 100,000.00	
							E L DISEASE - EA EMPLOYEE	\$ 100,000.00	
							E L DISEASE - POLICY LIMIT	\$ 500,000.00	

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

Reference Audit Services (HFA)

FRANCISCO VASQUEZ Digitally signed by FRANCISCO VASQUEZ
 DN: cn=FRANCISCO VASQUEZ, ou=Organization, BCC, RM, Users, dc=cty, broward, bc
 Date: 2014.02.28 08:36:11 -05'00'

CERTIFICATE HOLDER Broward County Attn: Norman Howard 115 South Andrews Avenue, FORT LAUDERDALE FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Housing Finance Authority of Broward County
March 21, 2018 – Board Meeting

2018 Florida Association of Local Housing Finance Authorities Education Conference - St. Petersburg, Florida

The 2018 Florida Association of Local Housing Finance Authorities (Florida ALHFA) Education Conference is being held at The Vinoy Renaissance St. Petersburg Resort & Golf Club in St. Petersburg from July 11-14, 2018.

Registration Information

Member registration fee prior to May 21, 2018 - \$650.00

Guest Fee: Before May 19 - \$0 (\$0 for Gold Sponsor HFA Board Member). After May 21, 2018 - \$150

Hotel Information

The Vinoy Renaissance
501 5th Avenue, N.E.
St. Petersburg, Florida 33701

Conference Rate: \$189 per night (single & double occupancy), rate applies July 11-14, 2018.

Reservations: 1. Via Internet: <https://book.passkey.com/event/49312552/owner/6106/home>

2. Via Phone: 727-894-1000 or 888-303-4430, Ask for the Florida ALHFA Conference block discount.

Staff recommends that hotel reservations be made as soon as possible to avoid lack of room availability.

Recommendations

Staff is requesting the following:

1. Approval for Board Members and Staff to attend.
2. Notification to staff confirming attendance by Monday, May 21, 2018, in order to take advantage of the discounted registration.

Note: Conference registrations will be processed by staff only.

Housing Finance HFA of Broward County
March 21, 2018 – Board Meeting

Multifamily Bonds – Action Item

Request Board approval of a Resolution authorizing a reduction of the Good Faith Deposit (“GFD”) for Emerald Palms Apartments.

Background

1. At its September 20, 2017 meeting the HFA approved an Inducement Resolution for The Landings at Coconut Creek. The expected maximum principal amount of the Bonds was \$33,000,000. In addition to routine matters typically addressed within an Inducement Resolution, the Resolution included authorization to reduce the HFA’s Good Faith Deposit (“GFD”) from \$165,000 to \$75,000.
2. In support of the reduction, the Developer indicated that the large amount of Bonds expected to be issued would require a GFD far greater than what would be necessary to cover all fees and costs of the HFA and its professionals in the event the transaction does not close.
3. At its February 21, 2018 meeting the HFA approved a similar reduction in the Good Faith Deposit for Emerald Palms Apartments. Due to the larger transaction size (\$38,000,000) the GFD was reduced from \$190,000 to \$75,000.
4. The Board was advised that a Resolution pertaining to the foregoing action, would be presented at the March meeting.

Present Situation

1. The Resolution formally approving the Board’s prior action pertaining to Emerald Palms is included for the Board’s consideration.
2. The Resolution was prepared by the Senior Assistant County Attorney.

Recommended Action

Board approval of:

1. Resolution 2018-013 Authorizing Emerald Palms Apartments GFD Reduction.

Attachment

1. Resolution No. 2018-013

ATTACHMENT 1

Resolution No. 2018-013

A meeting of the Housing Finance Authority of Broward County, Florida was held at 5:30 P.M. on March 21, 2018, at the offices of the Housing Finance Authority of Broward County, Florida, 110 Northeast Third Street, Suite 201, in the City of Fort Lauderdale, Florida.

Present: _____

Absent: _____

* * * * *

Thereupon, _____ introduced the following resolution which was read:

A RESOLUTION OF THE HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA (THE “HOUSING FINANCE AUTHORITY”) AUTHORIZING THE HOUSING FINANCE AUTHORITY TO REDUCE THE GOOD FAITH DEPOSIT DUE AND PAYABLE TO THE HOUSING FINANCE AUTHORITY IN CONNECTION WITH THE PROPOSED ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS OF THE HOUSING FINANCE AUTHORITY TO FINANCE ALL OR A PORTION OF THE COST OF THE ACQUISITION, REHABILITATION, AND EQUIPPING OF CERTAIN MULTIFAMILY HOUSING FACILITIES (EMERALD PALMS APARTMENTS) LOCATED WITHIN BROWARD COUNTY, FLORIDA AND OTHER RELATED PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its April 19, 2017 meeting, the Housing Finance Authority of Broward County, Florida (the “Housing Finance Authority”), adopted Resolution No. 2017-02, which, *inter alia*, declared the official intent of the Housing Finance Authority to issue multifamily housing revenue bonds in one or more series in the

expected principal amount of Thirty Eight Million Dollars (\$38,000,000) (the “Bonds”), to finance all or a portion of the cost of the acquisition, rehabilitation, and equipping of certain multifamily housing facilities (Emerald Palms Apartments), located within Broward County, Florida, and other related purposes after MRK Partners, Inc. (the “Developers”), requested that the Housing Finance Authority declare such intent.

WHEREAS, the Developer has requested a reduction of the Good Faith Deposit (the “Good Faith Deposit”) required by the Housing Finance Authority’s procedures to be paid to the Housing Finance Authority in connection with the proposed issuance of the Bonds. The required amount of the Good Faith Deposit is the greater of (i) Twenty Five Thousand Dollars (\$25,000), or (ii) one-half of one percent (0.50%) of the principal amount of the Bonds expected to be issued, which in this instance equals One Hundred and Ninety Thousand Dollars (\$190,000). The Developer has requested that the amount of the Good Faith Deposit be reduced to Seventy Five Thousand Dollars (\$75,000). In support of such reduction, the Developer indicates that the large amount of the Bonds expected to be issued, Thirty Eight Million Dollars (\$38,000,000), would require a Good Faith Deposit in an amount substantially in excess of that necessary to cover all fees and costs of the Housing Finance Authority and its professionals in the event the Developer is unable or unwilling to close the proposed issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Housing Finance Authority, as follows:

SECTION 1. Declaration of Findings. The Housing Finance Authority hereby finds, determines and declares the matters hereinabove set forth.

SECTION 2. Reduction of Good Faith Deposit. The Housing Finance Authority hereby reduces the required amount of the Good Faith Deposit to Seventy Five Thousand Dollars (\$75,000), and finds that such amount would be sufficient to cover all fees and costs of the Housing Finance Authority and its professionals in the event the Developer is unable or unwilling to close the proposed issuance of the Bonds.

SECTION 3. Resolution Effective. This Resolution shall take effect immediately upon its passage.

[Remainder of page intentionally left blank]

Upon motion of _____, seconded by _____, the foregoing Resolution was adopted by the following vote:

Ayes: _____

Noes: _____

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 March 21, 2018, as set forth in the official minutes of the Housing Finance Authority, relating to the multifamily housing revenue bonds for the financing of Emerald Palm Apartments.

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 _____ day of March, 2018.

**HOUSING FINANCE AUTHORITY OF
BROWARD COUNTY, FLORIDA**

By: _____
Donna Jarrett - Mays, Secretary

[SEAL]

FY 2018

FEBRUARY
(Financial Statements)

Housing Finance Authority of Broward County

Dufresne CPA Services, PA – Overview of the February 2018 Financial Reports

The following are items considered to be of note regarding the financial reports for the month of February 2018:

1. Balance sheets (Attachments 1 and 2) changes relate primarily to individual cash and investment account activity, including funds released from the indemnification fund for return of good faith deposits in excess of related expenses and the transfer of investments from the US Bank Custody Account to the BNY Mellon Custody Account. During fiscal 2017, the Authority's lot valued at \$31,400 entitled "HFA Land Inventory For Homes" was granted to the homeowner who purchased the Franklin park home which was built on the lot. The closing documents assigned no value to the lot and no payment for the lot was received by the Authority when the transaction was closed during fiscal 2017. After discussion with the auditors, the transaction was reported on the audited financial statements for fiscal 2017 as a "Land Grant" on the Statement of Activities and was removed from the Statement of Net Position. The result of recording the transaction to reflect removal of the lot from the Authority's internal records appears as a difference in Attachment 2 on page 3.
2. Profit and loss report indicates the changes that relate primarily to timing of new bond issuances, redemptions and related fees and residuals, fair market value adjustments, rent income and timing of invoices paid and payments received. (Attachments 3 and 4)

Cash vs Accrual Basis for P&L Budget to Actual comparison (Attachment 4)

On a monthly basis the process to prepare the financial statements includes:

- a. Budgetary column – Cumulative 1/12 of the budgeted revenues and expenses are reported
- b. Actual column – Significant known revenue and expense items are accrued
 - a. Authority fees receivable are adjusted to correct accrual basis balance
 - b. Cumulative 1/12 of budgeted Personnel and Other Expenses due to BOCC are adjusted to correct accrual basis balance
 - c. Expenses for all invoices submitted to the HFA prior to month end are paid and recorded in the financial statements.
 - d. Bank and account management fees that are reported on the monthly bank statements are recorded as expense in the applicable month.

Index to Attachments

- Attachment 1, Page 2: Balance Sheet (Flux Report – February 2018 comparison to January 2018)
- Attachment 2, Page 3: Balance Sheet (Flux Report – February 2018 comparison to February 2017)
- Attachment 3, Page 4: P&L (Flux Report – Current Year-to-Date to Prior Year-to-Date)
- Attachment 4, Page 5: P&L (Flux Report – Budget to Actual)
- Attachment 5, Page 6: Aged Receivables Report
- Attachment 6, Pages 7-8: Wells Fargo Bank Reconciliation Report – Operating
- Attachment 7, Page 9: Professional Fees Detail
- Attachment 8, Page 10: Cumulative Net Change in Investment Value

ATTACHMENT(S)

Attachment 1
The Housing Finance Authority of Broward County
110 NE Third Street, #300
Fort Lauderdale, FL 33301
Balance Sheet (Flux Report)
2/28/2018

	February	January	\$ Difference	% Difference	Explanation (See criteria below)
Assets					
Cash-Wells Fargo	\$ 983,796	\$ 890,478	93,318	9%	
Cash- LOC	6,152	6,146	6	0.1%	
Indemnification Fund -BNY	329,523	329,283	240	0.1%	
Cash-BNY Custody Account	5,077,460	5,067,739	9,721	0.2%	
Total Cash	6,396,931	6,293,646			
Investments-BNY Mellon Custody Account	5,738,866	5,744,894	(6,028)	-0.1%	
Note Receivable-DPA	387,125	387,125	-	NA	
Prepaid Expense	26,872	26,872	-	NA	
Authority Fees Receivable	20,591	46,041	(25,450)	-124%	1
Interest Receivable	13,936	8,818	5,118	37%	2
Notes Receivable-CDC	200,000	200,000	-	NA	
Notes Receivable - Mt. Olive	236,156	236,156	-	NA	
HFA Mortgage Receivables	9,484	9,521	(37)	-0.4%	
Due from Artspace	548,817	548,817	-	NA	
Utility Deposit	1,925	1,925	-	NA	
HFA Land	621,704	621,704	-	NA	
HFA Buildings	1,036,000	1,036,000	-	NA	
Equipment	90,258	90,258	-	NA	
Capital Assets BOCC (Tagged)	127,474	127,474	-	NA	
Accumulated Depreciation -BOCC	(131,553)	(131,553)	-	NA	
Accumulated Depreciation, HFA	(675,692)	(675,692)	-	NA	
Total Assets	14,648,896	14,572,006			
Deferred Outflows					
Deferred outflows related to pension	209,589	209,589	-	NA	
Total Assets and Deferred outflows					
	\$ 14,858,486	\$ 14,781,595			
Liabilities					
Accrued Sick/Vacation, ST	\$ 43,000	\$ 43,000	-	NA	
Due to BOCC - Exp reimb	307,150	245,720	61,430	20%	1
Due to BOCC - Artspace project	428,070	428,070	-	NA	
Due to BOCC - Artspace Interest	120,747	120,747	-	NA	
Audit Fees Payable	47,475	-	47,475	-100%	
Net Pension Liability	423,522	423,522	-	NA	
Accrued Sick/Vacation, LT	51,000	51,000	-	NA	
Total Liabilities	\$ 1,420,964	\$ 1,312,059			
Deferred Inflows					
Deferred inflows related to pension	\$ 34,578	\$ 34,578	-	NA	
Equity					
Beginning of year	\$ 13,207,828	\$ 13,207,828			
Current Year Earnings	195,116	227,130			
Total Equity	13,402,944	13,434,958			
Total Liabilities, Deferred Inflows and Equity	\$ 14,858,486	\$ 14,781,595			

Criteria to determine if explanations are required:

Total Liabilities, **Cash account fluctuation explanations provided for >=\$100,000 variance**
Remaining items explanations are provided for >=10% and >=\$5,000 variance
NA No change as compared to prior month
100% No activity in prior month
-100% No activity in current month

1 Timing of receipts/payments and accruals based on budget
2 Change in accrued income: Investments-BNY Mellon Custody Account

Attachment 2
The Housing Finance Authority of Broward County
110 NE Third Street, #300
Fort Lauderdale, FL 33301

Balance Sheet (Flux Report)
2/28/2018

	Feb-18	Feb-17	\$ Difference	% Difference	Explanation (See criteria below)
Assets					
Cash-Wells Fargo	\$ 983,796	\$ 583,312	\$ 400,484	69%	1
Cash-Wells Fargo - Franklin Park	-	1,642,569	(1,642,569)	-100%	
Cash- LOC	6,152	6,089	63	1%	
Indemnification Fund -BNY	329,523	287,677	41,846	15%	2,3
Cash-BOCC Pooled equity	-	18,616	(18,616)	-100%	
Cash-BNY Custody Account	5,077,460	-	5,077,460	100%	
Total Cash	<u>\$ 6,396,931</u>	<u>\$ 2,538,263</u>			
US Bank Custody Acct-Karpus	5,738,866	\$ 8,866,810	\$ (3,127,944)	-35%	
Investments-BNY Mellon Custody Account	387,125	-	387,125	100%	
Note Receivable-DPA	-	407,125	(380,253)	-93%	
Prepaid Expense	26,872	-	-	100%	
Audit Fees Receivable	-	69,000	#REF!	#REF!	
Authority Fees Receivable	20,591	19,874	717	4%	
Interest Receivable	13,936	19,041	(5,105)	-27%	4
FP Construction Loan Receivable	-	458,185	(458,185)	-100%	
FP Construction Loan Interest Receivable	-	90,802	(90,802)	-100%	
Notes Receivable-CDC	200,000	200,000	-	NA	
Notes Receivable - Mt. Olive	236,156	241,156	(5,000)	-2%	
HFA Mortgage Receivables	9,484	9,870	(386)	-4%	
Due from Artspace	548,817	503,729	45,088	9%	
Utility Deposit	1,925	1,925	-	NA	
HFA Land	621,704	698,164	(76,460)	-11%	5
HFA Land Inventory For Homes	-	31,400	(31,400)	-100%	
HFA Buildings	1,036,000	1,115,000	(79,000)	-7%	
Land Improvements	-	4,499	(4,499)	-100%	
Equipment	90,258	90,258	-	NA	
Capital Assets BOCC (Tagged)	127,474	127,474	-	NA	
Accumulated Depreciation -BOCC	(131,553)	(126,954)	(4,599)	4%	
Accumulated Depreciation, HFA	(675,692)	(657,338)	(18,354)	3%	
Total Assets	<u>14,648,896</u>	<u>14,708,285</u>			
Deferred Outflows					
Deferred outflows related to pension	209,589	-	209,589	100%	
Total Assets and Deferred outflows	<u>\$ 14,858,486</u>	<u>\$ 14,708,286</u>			
Liabilities					
Accrued Sick/Vacation, ST	\$ 43,000	\$ 50,000	(7,000)	-14%	5
Due to BOCC - Exp reimb	307,150	212,709	94,441	44%	4
Due to BOCC-Artspace project	428,070	428,070	-	NA	
Due to BOCC-Artspace Interest	120,747	75,659	45,088	60%	5
Audit Fees Payable	47,475	52,125	(4,650)	-9%	
Escrow Deposit-Indemnification	423,522	-	423,522	100%	
Accrued Sick/Vacation, LT	51,000	39,000	12,000	31%	5
Total Liabilities	<u>\$ 1,420,964</u>	<u>\$ 857,563</u>			
Deferred Inflows					
Deferred inflows related to pension	\$ 34,578	\$ -	34,578	100%	
Equity					
Beginning of year	\$ 13,207,828	\$ 13,533,205			
Tc Prior Period Adjustment	-	516,194	(516,194)	-100%	
Current Year Earnings	195,116	(198,678)			
Total Equity	<u>13,402,944</u>	<u>13,850,721</u>			
Total Liabilities, Deferred Inflows and Equity	<u>\$ 14,858,486</u>	<u>\$ 14,708,285</u>			

Criteria to determine if explanations are required:

Cash account fluctuation explanations provided for >=\$100,000 variance

Remaining items explanations are provided for >=10% and >=\$5,000 variance

NA No change as compared to prior year

100% No activity in prior year

-100% No activity in current year

1 Franklin Park proceeds transferred from Cash-Wells Fargo - Franklin Park to Cash-Wells Fargo September 2017

2 Deerfield Beach deposit March 2017

3 Coconut Creek good faith deposit October 2017

4 Timing of receipts/payments and accruals based on budget

5 Audit adjustments recorded based on current BOCC reports

Attachment 3

The Housing Finance Authority of Broward County

110 NE Third Street, #300

Fort Lauderdale, FL 33301

Profit & Loss (Flux Report) Current Year-to-Date to Prior Year-to-Date

Year to Date As of February 2018

	Feb-18	Feb-17	\$ Difference	% Difference to PY	*Explanation
Income					
Bond Authority Fees	\$ 306,456	\$ 218,452	88,004	40%	2
Bond redemption & other income	-	17,584	(17,584)	-100%	2
Compliance Monitoring Fees	6,000	6,000	-	NA	
Application, TEFRA and Closing Fees	280,500	7,500	273,000	3640%	2
MCC and Lender Program Income	5,894	8,050	(2,156)	-27%	
Interest Income, Mortgages	272	283	(11)	-4%	
Interest Income, Wells Fargo	614	105	509	485%	
* Interest Income, US Bank	(10,046)	48,667	(58,713)	-121%	1,3
* Net Change in Investment Value	(31,790)	(46,583)	14,793	-32%	1
* Realized Gain/Loss On Investment, US Bank	-	(2,852)	2,852	-100%	
* Interest Income, FHLB LOC	30	30	-	0%	
* Interest Income, BNY Mellon	50,497	75	50,422	67229%	3
* Interest Income - FP Construction Loan Receivable	-	18,798	(18,798)	-100%	4
Parking Rent Income	5,000	3,040	1,960	64%	
Total Income	\$ 613,427	\$ 279,149	\$ 334,278		
Expenses					
Personnel Services, Broward Co	\$ 229,205	\$ 231,679	2,474	100%	
Other Expenses, Broward County	77,945	75,446	(2,499)	100%	
Professional Fees	72,501	90,406	17,905	20%	2
Bank Management Fees	2,507	31,342	28,835	92%	3
Advertising/Marketing	618	1,076	458	43%	
Dues and Membership Fees	2,220	7,290	5,070	70%	2
Conference and Travel Expense	2,500	4,600	2,100	46%	
Building/Land Maintenance	20,569	19,456	(1,113)	-6%	
Utilities	7,890	7,445	(445)	-6%	
Miscellaneous Expense	175	-	175	100%	
Capital Outlay Expense	2,181	9,087	(6,906)	-76%	5
Total Expenses	\$ 418,312	\$ 477,827	\$ 46,054		
Net Profit/(Loss)	\$ 195,116	\$ (198,678)			

Explanations provided for >=10% and >= \$5,000 variance

- 1** Gain/Loss related to current market conditions
- 2** Timing of receipts/payments and accruals based on budget
- 3** Termination of Karpus contract in fiscal 2017; investments transferred to BNY Mellon
- 4** Franklin Park Homes Construction project completed in fiscal 2017
- 5** Capital improvement expenses decreased in fiscal 2018

* Please note that to more accurately reflect the components of interest income certain line descriptions were changed

"%Actual to Budget" Column Legend

NA - No amount reported in either of the two years
0% - Current year actual is equal to PY actual amount
100% - No amount in one of the two years presented

Attachment 4
The Housing Finance Authority of Broward County
110 NE Third Street, #300
Fort Lauderdale, FL 33301
Profit & Loss (Flux Report) Budget to Actual
Year to Date As of February 2018

	<u>Selected Period</u>	<u>Budgeted</u>	<u>\$ Difference</u>	<u>% Difference to budget</u>	<u>*Explanation</u>
Income					
Bond Authority Fees	\$ 306,456	\$ 173,294	\$ 133,162	77%	1
Bond redemption & other income	-	76,710	(76,710)	100%	1
Application, TEFRA and Closing Fees	280,500	-	280,500	NA	
MCC and Lender Program Income	5,894	14,583	(8,689)	-60%	1
Interest Income, Mortgages	272	-	272	NA	
Interest Income, Wells Fargo	614	-	614	NA	
Interest Income, US Bank	(10,046)	79,167	(89,213)	-113%	2
Net Change in Investment Value	(31,790)	-	(31,790)	NA	
Interest Income, FHLB LOC	30	-	30	NA	
Interest Income, BNY Mellon	50,497	-	50,497	NA	
Rent Income	-	50,437	(50,437)	100%	1
Parking Rent Income	5,000	-	5,000	NA	
Liquidation of Investments	-	41,667	(41,667)	100%	1
Total Income	\$ 613,427	\$ 435,858			
Expenses					
Personnel Services, Broward Co	\$ 229,204	\$ 229,204	\$ -	0%	
Other Expenses, Broward County	77,946	77,946	-	0%	
Professional Fees	72,501	63,750	8,751	14%	1
Audit Expense (BOCC)	-	5,500	(5,500)	100%	1
Bank Management Fees	2,507	1,667	840	50%	
Advertising/Marketing	618	1,667	(1,049)	-63%	
Dues and Membership Fees	2,220	2,500	(280)	-11%	
Conference and Travel Expense	2,500	8,958	(6,458)	-72%	1
Postage/FedEx	-	83	(83)	100%	
Liab Insurance/HFA Board	-	3,750	(3,750)	100%	
Building/Land Maintenance	20,569	24,167	(3,598)	-15%	
Utilities	7,890	8,333	(443)	-5%	
Capital Outlay Expense	2,181	8,333	(6,152)	-74%	1
Miscellaneous Expense	175	-	175	NA	
Total Expenses	\$ 418,312	\$ 435,858			
Net Profit/(Loss)	\$ 195,116	\$ -			

* Explanations provided for >=10% and >= \$5,000 variance

1 Timing of invoices and payments

2 Termination of Karpus contract in fiscal 2017; investments transferred to BNY Mellon

NA - No Budget amount

100% - Actual is zero

Attachment 5
The Housing Finance Authority of Broward County
110 NE Third Street, #300
Fort Lauderdale, FL 33301

Aged Receivables
2/28/2018

Authority fee receivable	Total Due	0 - 30	31 - 60	61 - 90	90+
2006 Woodsdale	\$ 12,592	\$ -	\$ 12,592	\$ -	-
2008 Driftwood	7,999	7,999	-	-	-
Total Authority Fee Receivable	\$ 20,591	\$ 7,999	\$ 12,592	\$ -	-

NOTE: No receivables over 60 days

2784 Broward Housing Finance Authority

110 NE Third Street #300
Fort Lauderdale, FL 33301

Attachment 6

Reconciliation Report

3/7/2018
2:07:14 PM

Page 1

ID#	Date	Memo/Payee	Deposit	Withdrawal
Checking Account: 1-1000 Cash-Wells Fargo				
Date of Bank Statement: 2/28/2018				
Last Reconciled: 1/31/2018				
Last Reconciled Balance: \$932,941.16				
 Cleared Checks				
4837	1/31/2018	Zomermaad Financial Advisory		\$6,133.02
4838	1/31/2018	S. Davis & Associates, P.A.		\$15,525.00
4839	1/31/2018	Bank of New York Mellon		\$20,000.00
4840	1/31/2018	Krystal Kleer		\$320.00
GJ000002	2/1/2018	utility debit from WF checking		\$325.84
SC022818	2/12/2018	WF Svc Chrg Feb 2018		\$274.54
4841	2/15/2018	TECO Peoples Gas		\$37.25
4842	2/15/2018	Sun-Sentinel		\$331.00
4844	2/15/2018	Florida Dock & Door Company		\$150.00
4845	2/21/2018	S. Davis & Associates, P.A.		\$15,525.00
GJ000007	2/28/2018	utility debit from WF checking		\$1,109.62
Total:			\$0.00	\$59,731.27

Cleared Deposits

GJ000003	2/5/2018	Annual Compliance monitoring	\$6,000.00	
GJ000004	2/12/2018	2nd mtg p&l and 1 MCC	\$261.84	
CR000036	2/16/2018	Payment; 2011 Mar lago	\$39,600.00	
GJ000005	2/22/2018	Audit fees collected from borro	\$63,000.00	
GJ000006	2/23/2018	MCC income to WF Checking	\$700.00	
CR000037	2/28/2018	2008 Driftwood for 00000461	\$7,998.96	
CR000038	2/28/2018	1998 Prospect Park for 000004	\$3,592.50	
IE022818	2/28/2018	WF Int Rcvd for Feb 2018	\$64.26	
Total:			\$121,217.56	\$0.00

Outstanding Checks

4836	1/31/2018	Holmes Lawn Services		\$485.00
4843	2/15/2018	Dufresne CPA Services, PA		\$1,489.00
4846	2/28/2018	FL ALHFA		\$2,500.00
4847	2/28/2018	Zomermaad Financial Advisory		\$6,157.40
Total:			\$0.00	\$10,631.40

Reconciliation

AccountEdge Pro Balance on 2/28/2018:	\$983,796.05
Add: Outstanding Checks:	\$10,631.40
Subtotal:	\$994,427.45
Deduct: Outstanding Deposits:	\$0.00
Expected Balance on Statement:	<u>\$994,427.45</u>

Attachment 7

**Professional Fees Detail
October 1, 2017 - February 28, 2018**

10/27/2017	Zomermaand Financial Advisory Services, LLC	\$6,110.27
11/9/2017	Dufresne CPA Services, PA	\$1,804.00
11/30/2017	Zomermaand Financial Advisory Services, LLC	\$5,836.33
12/5/2017	Dufresne and Associates	\$1,300.00
12/18/2017	Zomermaand Financial Advisory Services, LLC	\$5,600.00
12/29/2017	Dufresne CPA Service, PA Paid quarterly	\$21,120.00
1/11/2018	Dufresne CPA Services PA	\$1,426.00
1/31/2018	Zomermaand Financial Advisory Services, LLC	\$6,133.02
1/31/2018	S. Davis & Associates, P.A.	\$15,525.00
2/15/2018	Dufresne CPA Services, PA	\$1,489.00
2/28/2018	Zomermaad Financial Advisory, LLC	\$6,157.40
		<hr/>
		\$72,501.02
		<hr/> <hr/>

Grouped by payee

12/5/2017	Dufresne and Associates	\$1,300.00	
12/29/2017	Dufresne CPA Service, PA Paid quarterly	\$21,120.00	
1/11/2018	Dufresne CPA Services PA	\$1,426.00	
11/9/2017	Dufresne CPA Services, PA	\$1,804.00	
2/15/2018	Dufresne CPA Services, PA	\$1,489.00	
		<hr/>	\$27,139.00
1/31/2018	S. Davis & Associates, P.A.	\$15,525.00	
		<hr/>	\$15,525.00
10/27/2017	Zomermaand Financial Advisory Services, LLC	\$6,110.27	
11/30/2017	Zomermaand Financial Advisory Services, LLC	\$5,836.33	
12/18/2017	Zomermaand Financial Advisory Services, LLC	\$5,600.00	
1/31/2018	Zomermaand Financial Advisory Services, LLC	\$6,133.02	
2/28/2018	Zomermaad Financial Advisory, LLC	\$6,157.40	
		<hr/>	\$29,837.02
		<hr/>	<hr/>
		\$72,501.02	\$ 72,501.02
		<hr/> <hr/>	<hr/> <hr/>

Attachment 8
Cumulative Net Change in Investment Value
October 1, 2017 - February 28, 2018

	<u>10/31/2017</u>	<u>2/28/2018</u>
BNY Mellon Custody Acct - New Account 11/17		(31,790)
US Bank Custody Acct	<u>(7,599)</u>	<u>(31,790)</u>
	<u>(7,599)</u>	<u>(31,790)</u>
Cumulative Net Change in Investment Value		<u>(24,191)</u>

NOTE: No material change

Housing Finance Authority of Broward County
March 21, 2018 – Board Meeting

Single Family Action Item

Request Board approval to: 1) publish a Mortgage Credit Certificate (“MCC”) Public Notice, 2) assign counsel for the preparation of the Public Notice and 3) authorize expenditures for such purposes not to exceed \$2,500.

Background

1. The Authority has an active MCC program that will expire on December 31, 2018.
2. The Authority has \$146,326,275 in single family allocation.
3. The Authority’s last Mortgage Credit Certificate (“MCC”) program was initiated in 2016. The current brochure is included. (Attachment I)

Present Situation

1. MCCs provide a method for qualifying families of low and moderate income to receive assistance in the form of a tax credit when purchasing a home meeting the federal guidelines. MCCs can be used with most loan types except Mortgage Revenue Bonds.
2. An MCC allows a homebuyer to receive a tax credit ranging from 50% to 20% of the mortgage interest paid against the homebuyer’s federal tax liability. (Note: MCCs exceeding 20% are capped at \$2,000 annually.) The effect of the tax credit is to increase the homebuyer’s after-tax income and thus increase his or her ability to afford a home. The tax credit generated via a MCC is valid for the length of time the homebuyer retains the home as their primary residence.
3. The after-tax savings for qualifying households can be significant.
4. Broward County income levels and housing costs are such that a MCC program works well and has proved to be an effective tool in increasing homeownership opportunities for qualifying households.
5. The program allows lenders the ability to utilize most mortgage products, with the exception of a Mortgage Revenue Bonds.
6. To the extent the Board authorizes staff to publish the Public Notice, the Board still has the flexibility to not issue MCCs if the program is not approved. A form of the prior notice is attached. (Attachment II)
7. Prior program notices will be revised to: 1) reflect current housing prices & income levels and 2) other administrative modifications as approved by Bond Counsel, the Authority’s Financial Advisor and Authority staff.

8. The TEFRA Hearing held on February 27, 2018 (pending BOCC ratification on April 10, 2018) would be valid for the proposed MCC transaction. (Attachment III)
9. The initial expenditure request is comprised of \$800.00 - \$1,300.00 for the notice publication and bond counsel fees not to exceed \$1,200.
10. To the extent the Authority moves forward with an MCC issue total program issuance costs are not expected to exceed \$35,000 inclusive of the costs associated the Public Notice.
11. It is possible to recoup all or a portion of the program costs via fees assessed to homebuyers at the time of MCC application and issuance.

Recommendation

1. Authorize staff to publish a Mortgage Credit Certificate Public Notice.
2. Authorize the assignment of counsel to assist in the preparation of the Public Notice.
3. Authorize expenditures for such purposes not to exceed \$2,500.

Attachments

- I. MCC Brochure – HFA Current Program
- II. Public Notice Format
- III. TEFRA Notice

ATTACHMENT 1

The Mortgage Credit Certificate Program

What's the next step?

- Have a registered participating lender pre-qualify you for a first mortgage loan and determine if an MCC benefits you.
- Participate in a first time homebuyer education course.
- Locate a home on your own or by using a professional such as a realtor.
- Make an offer for the property.
- Return to your selected lender and comply with lender requirements.

For more information, visit www.broward.org/HFA or contact the Program Administrator:

Housing Finance Authority
of Broward County
954-357-4900

or email nhoward@broward.org

Housing Finance Authority of Broward County

110 NE 3rd Street
Fort Lauderdale, FL 33301

954-357-4900

Fax: 954-357-8221

www.broward.org/HFA



A SERVICE OF THE BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS

This public document was promulgated at a cost of \$267.00, or \$0.534 per copy, to inform the public about housing programs.



Making Homeownership A Reality



If you've ever dreamed about homeownership but felt that buying a home was a little beyond your reach, the Housing Finance Authority of Broward County (HFA) may make your dream easier to reach with the Mortgage Credit Certificate (MCC) Program.

What Does the MCC Do?

The MCC reduces the amount of federal income tax paid giving more available income to qualify for a mortgage loan and assist with house payments. The MCC allows 10-50 percent of the mortgage interest paid each year to be used as a "tax credit" (Capped at \$2,000 for MCC's greater than 20%). As a Mortgage Credit Certificate holder, you will receive a direct dollar-for-dollar federal income tax reduction. Depending on your circumstances, you may enjoy savings through increased monthly take home pay or as a year-end tax refund. The MCC may help you qualify for a larger home or assist you in qualifying for a mortgage loan when you otherwise would not.

Is the MCC a Mortgage?

No, the MCC is not a mortgage, but may be used in conjunction with a first mortgage

from a qualified lender (except for a qualified mortgage bond or qualified veterans bond loan). Borrowers must qualify using standard credit requirements. Borrowers may also use any down payment assistance and grant programs available through any source acceptable to the lender.

How do I qualify?

Borrowers must be first-time homebuyers who have not owned their principal residence during the last three (3) years.* Borrowers must meet normal mortgage underwriting requirements. There are income and home purchase price requirements in this program.

*This requirement is waived for homes purchased within a targeted area or by a qualified veteran.

Are there additional costs?

Yes, there are MCC fees totaling \$300. The fees are paid at closing and subject to change.

Income and Home Purchase Price Limits

Borrower's household income may not exceed the following:

	Non-Targeted	Targeted
1-2 family members:	\$75,456	\$82,920
3+ family members:	\$86,774	\$96,740
The new or existing home purchase price may not exceed	\$325,301	\$397,590

(Subject to periodic adjustment)

Where can I buy and what type of home can I purchase?

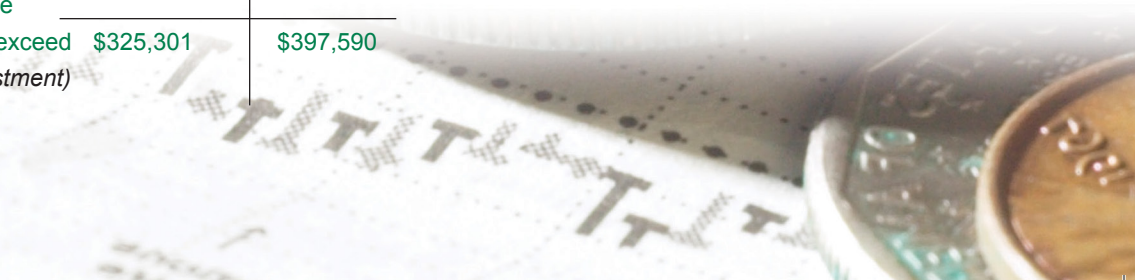
A principal residence includes a single-family house, condominium unit, mobile home, share of housing cooperative, or occupancy of a unit in a multi-family building consisting of two (2), three (3) or four (4) units owned by Applicant. A principal residence also includes any manufactured home which has a minimum of 400 square feet of living space and a minimum width of 102 inches and which is customarily used at a fixed location.

What happens when I move?

If you move in the first nine (9) years you own the home, make a profit on the sale, and have income that exceeds the allowable income at the time of the sale, you may be subject to recapture. For more information, ask for a recapture brochure.

Is the MCC transferable if I sell my home?

The MCC is transferable only upon application to the HFA. The proposed transferee must meet all Program requirements in effect.



ATTACHMENT 2

SUN-SENTINEL
Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF: BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared Lana L. Reed, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

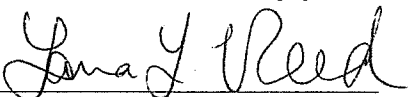
The matter of 11745-Other Legal Notices

Broward County Housing Finance Authority
LEGAL NOTICE

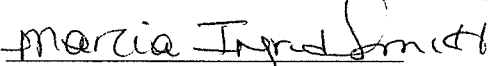
Was published in said newspaper in the issues of; May 04, 2016

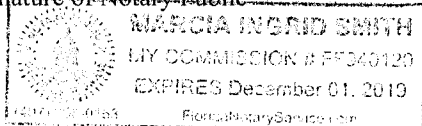
4152086

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.


 Signature of Affiant

Sworn to and subscribed before me this: July 26, 2016.


 Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
 Personally Known (X) or Produced Identification ()

NOTICE TO PUBLIC AND ALL INTERESTED MORTGAGE LENDERS
HOUSING FINANCE AUTHORITY OF BROWARD COUNTY
SINGLE FAMILY MORTGAGE CREDIT CERTIFICATE PROGRAM

The Housing Finance Authority of Broward County, Florida (the "Issuer"), hereby announces its intention to continue its program to reduce home loan financing costs within Broward County, Florida (the "County"). No sooner than 90 days following the publication of this Notice, the Issuer intends to establish a mortgage credit certificate program which will entitle first-time homebuyers (as described in Paragraph 2 below) and borrowers of qualified home improvement loans (as described in Paragraph 8 below) and qualified rehabilitation loans (as described in Paragraph 9 below) to a federal income tax credit (the "Program"). A tax credit is a direct reduction of taxes due. Under the Program, eligible homebuyers would receive a mortgage credit certificate entitling such homebuyers to reduce their federal taxes by ten percent (10%) to fifty percent (50%) (such percentage to be determined by the issuer on a case by case basis) of the amount of interest paid on their home loan (not to exceed \$2,000 per year if the credit percentage exceeds 20%). The tax credit is available each year that the borrower continues to live in the home financed under the Program.

In order to qualify for the Program, federal law requires that a homebuyer satisfy each of the following guidelines:

1. **Principal Residence.** The homebuyer must occupy the home financed under the Program as his/her principal residence within a reasonable period, not to exceed 60 days, after the financing is provided. A principal residence is a home occupied primarily for residential purposes. A principal residence does not include a home used as an investment property, as a recreation home or a home 15% or more of the total area of which is used in a trade or business.
2. **First-Time Homebuyer.** Each homebuyer must be a first-time homebuyer. Any person who has not owned his/her principal residence at any time during the three years prior to closing a loan financed in connection with the Program is considered a first-time homebuyer. This requirement does not apply to a) loans in certain areas designated as targeted areas (collectively, the "Targeted Area"), b) qualified home improvement loans, or c) qualified rehabilitation loans.
3. **Purchase Price.** Under the Program, the purchase price for residences may not exceed 90% (110% with respect to residences located in Targeted Areas) of the average area purchase price applicable to the residence. For this purpose, the "average area purchase price" is based upon the average purchase price of single family residences determined pursuant to applicable federal law with respect to both new and existing one, two, three and four unit residences. The current maximum purchase prices for homes under the Program are as follows:

New and Existing Homes	Non-Targeted Area *	Targeted Area *
One Unit	\$329,268	\$402,439
Two Units	\$421,511	\$515,180
Three Units	\$509,507	\$622,730
Four Units	\$633,196	\$773,907

* These limitations are subject to adjustment periodically without further notice.

4. **New Mortgage.** The mortgage loan financed in connection with the Program is required to be a new mortgage loan and may not replace a prior mortgage loan on the home (whether or not previously repaid). This requirement does not apply to: a) construction period loans, b) bridge loans or similar temporary initial financing, and c) in the case of qualified rehabilitation loans, an existing mortgage, shall not be treated as being used to acquire or replace an existing mortgage. Generally, temporary initial financing is any financing which has a term of 24 months or less.

5. **Income.** Under the Program, the maximum family income for households of 3 or more persons may not exceed 115% (140% with respect to residences located in Targeted Areas) of the applicable median family income. For a family of 2 or fewer persons, the maximum family income may not exceed 100% (120% with respect to residences located in Targeted Areas) of the applicable median family income. The current limits on annual gross income for households under the Program are as follows:

	Non-Targeted Area *	Targeted Area *
Families of 1 or 2 persons	\$80,473	\$82,920
Families of 3 or more persons	\$92,544	\$96,740

* These limitations reflect adjustments for High Housing Cost areas. These limitations are subject to adjustment periodically without further notice. Gross income includes salary and wages, including overtime, as well as dividends, alimony, public assistance, social security, unemployment compensation and investment income.

6. **One- to Four-Family Home.** The residence financed in connection with the Program must be a one- to four-family residence. A one-family residence includes a detached home, one unit of a duplex, a townhouse or a condominium unit. Manufactured housing or mobile homes qualify only if the unit has at least 400 square feet of living space, if it is more than 102 inches wide and if it is of a kind customarily used at a fixed location. If the residence is a two- to four-family residence, one unit of the residence must be the principal residence of the owner of the units and (with limited exceptions) the residence must have been first occupied for residential purposes at least five years prior to closing the loan financed in connection with the Program. Land adjoining the home is considered part of the home only if it maintains the home's livability and is not, other than incidentally, a source of income to the owner.

7. **Program Area.** In order to be eligible for a certificate, the home financed in connection with the Program must be located in the County.

8. **Home Improvement Loans.** Home improvement loans of up to \$15,000 are also eligible for a mortgage credit certificate. To qualify, the home improvements must substantially improve or protect the livability or energy efficiency of the home; such as new or renovated plumbing or wiring, renovation of the kitchen, or a new or improved heating or cooling system. Installation of a swimming pool, tennis court, hot tub or other recreational and entertainment facilities will not qualify.

9. **Qualified Rehabilitation Loans.** Qualified rehabilitation loans are also eligible for a mortgage credit certificate. Qualified rehabilitation loans are owner-financing provided in connection with a qualified rehabilitation or the acquisition of a residence with respect to which there has been a qualified rehabilitation, but only if the mortgagor to whom such financing is provided is the first resident of the residence after the completion of the rehabilitation. A "qualified rehabilitation" is a rehabilitation of a building that meets certain specific requirements as to the building's age, the amount of the structure retained in place and the expenditures for the rehabilitation as a percentage of the mortgagor's basis in the residence.

Until the earlier of: a) the date the total credit authority is exhausted, b) December 31, 2018 if the Program commences in 2016 or c) December 31, 2019 if the Program commences in 2017, under the Program, mortgage credit certificates will be issued to eligible borrowers on a first-come, first-served basis. For one year after the date on which the Issuer begins to accept applications for mortgage credit certificates under the Program, 20% of the aggregate amount of mortgage credit certificates under the Program shall be set aside and allocated for loans for residences located in Targeted Areas. The mortgage credit certificates are available in connection with any type of mortgage loan (except loans from tax-exempt bond programs), including fixed rate and adjustable rate mortgages. Any lending institution is eligible to provide mortgage loans in connection with the Program as long as such lending institution is willing to follow Program requirements. The Issuer reserves the right to, without further notice, further limit the types of mortgage loans acceptable within the Program to the extent allowable under federal law. This notice contains only a summary of the requirements under the Program. Applications and more detailed information about the Program are available at the address for the Issuer listed below.

The Issuer intends to maintain a list of single family mortgage lenders that will participate in the Program by making loans to qualified holders of these mortgage credit certificates. Any lender interested in appearing on this list or in obtaining additional information regarding the Program should contact the Housing Finance Authority of Broward County, Florida, 110 N.E. 3rd Street, Suite 300, Ft. Lauderdale, FL 33301, (954) 357-4900 or (954) 357-4925.

Lenders that have submitted a fully executed Program Participation Agreement on or before the first day of the Program, which is expected to commence between October 1, 2016 and January 30, 2017, will be included in the initial list of participating lenders, which is expected to be made available on or about October 1, 2016. The list of participating lenders will be updated as deemed appropriate by the Issuer but no less than annually. All lenders are advised that holders of mortgage credit certificates are not required to obtain financing from lenders on the list.

Please be advised that the Issuer does not provide tax advice. Should you have any questions about how your taxes will be affected as a result of participation in the Program, please consult with your tax accountant or the Internal Revenue Service.

The Issuer does not discriminate against any person because of race, color, religion, sex, including gender identity or expression, sexual orientation, disability, familial status, ancestry, age, marital status, or HIV infection.

This notice is published in satisfaction of the requirements of Section 25 of the Internal Revenue Code and Treasury Regulation Section 1.25-3T(b)(4) issued thereunder regarding the public notices prerequisite to the issuance of mortgage credit certificates and to maintaining a list of participating lenders.

05/04/2016

ATTACHMENT 3

SUN-SENTINEL

SUN-SENTINEL
Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF: BROWARD/PALM BEACH/MIAMI-
DADE

Before the undersigned authority personally appeared MARK KUZNITZ, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting

Housing Finance Authority of Broward County
Tuesday
2/13/2018
Public Hearing

Was published in said newspaper in the issues of; Feb 13, 2018

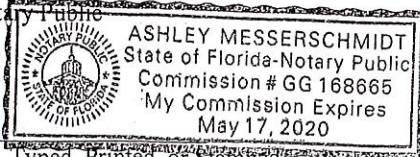
5447958

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.

Mark Kuznitz
Signature of Affiant

Sworn to and subscribed before me this: February 13, 2018.

Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA
NOTICE IS HEREBY GIVEN of a public hearing by the Housing Finance Authority of Broward County, Florida (the "Authority"), to be held on Wednesday, February 27, 2018, at the office of the Authority, 110 N.E. 3rd Street, Suite 300, Fort Lauderdale, Florida 33301, commencing at 9:00 a.m. or as soon thereafter as possible, for the purpose of receiving comments and hearing discussion concerning a plan of financing subject to the Internal Revenue Code of 1986, as amended (the "Code"), pursuant to which the Authority will issue its Single Family Mortgage Revenue Bonds and/or Single Family Mortgage

Revenue Refunding Bonds, in one or more series, in an aggregate principal amount of not to exceed \$250,000,000, pursuant to the plan of finance (the "Bonds"), the proceeds of which will be used to refund certain outstanding obligations of the Authority and/or to purchase federally insured or guaranteed mortgage loans originated by participating local lending institutions to finance or refinance the purchase of new or existing owner-occupied single-family residences situated within Broward County, Florida, and by persons or families of low, moderate or middle income (the "Project"), to purchase securities from a master servicer evidencing interests in or backed by a pool of such mortgage loans, including, without limitation, securities issued by the federal government or agencies thereof or to be used in conjunction with a Mortgage Credit Certificate program. The Bonds shall not be a debt, liability or obligation of the Authority or of Broward County, Florida, or the State of Florida, or of any political subdivision thereof, but shall be payable solely from the above-referenced mortgage loans or securities evidencing an interest in or backed by a pool of such mortgage loans. The Bonds are not a debt of the United States of America or any agency thereof, or of GNMA, Fannie Mae or Freddie Mac, and are not guaranteed by the full faith and credit of the United States of America. All interested persons are invited to attend said hearing and, either personally or through their representatives, present oral or written comments and discussion concerning the proposed plan of financing and the nature and location of the Project. Written comments may be submitted to the Housing Finance Authority of Broward County, Florida, 110 N.E. 3rd Street, Suite 300, Fort Lauderdale, Florida 33301, Attention: Executive Director. Should any person decide to appeal any decision made by the Authority at this hearing or by the Board of County Commissioners of Broward County, Florida, with respect to the approval of the plan of financing, he or she will need a record of the proceedings, and he or she will need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Authority will submit a transcript of the statements made at the hearing to the Board of County Commissioners of Broward County, Florida, which must approve or disapprove of the issuance of the Bonds.
HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA
By: Suzanne Fejes, Executive Director
2/13/2018

HOUSING AND COMMUNITY DEVELOPMENT DIVISION RECEIVED
2018 FEB 15 PM 3:14

**Housing Finance Authority of Broward County
March 21, 2018 – Board Meeting**

Multi-family Family Applications - Informational Item

Multi-family Private Activity Bond Applications – Board update regarding applications received pursuant to the 2018 Notice of Funding Availability.

Background

1. The HFA has one multi-family development within its pipeline totaling \$38,000,000. Currently the HFA has \$183,820,126.00 in multi-family carry forward allocation. (Attachment I)
2. At its January meeting, HFA staff received Board authorization to publish a notice stating that the HFA was accepting multi-family bond program applications from applicants interested in utilizing the HFA's tax exempt and/or taxable private activity bond allocation for the acquisition, construction and/or rehabilitation of multi-family rental housing developments ("Public Notice").
3. The Public Notice was published within the Sun-Sentinel on January 30, 2018 and January 31, 2018 (Attachment II). Additionally, the notice was distributed to all entities listed within the Authority's interested party/vendor list and posted within the Broward County Purchasing Department and Housing and Community Redevelopment websites.

Present Situation

1. The HFA did not receive any applications by February 28, 2018, the deadline specified within the Public Notice ("Notice Deadline").
2. At its January 17, 2018 meeting the Board authorized an open application cycle for applications received after the Notice Deadline to the extent private activity bond allocation is available or may be available to fund such developments.

Attachments

- I. Allocation Matrix
- II. Public Notice

ATTACHMENT 1

ATTACHMENT 2

PUBLIC NOTICE
FEBRUARY 28, 2018 SUBMITTAL DATE FOR
HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA
MULTI-FAMILY RENTAL HOUSING REVENUE BOND FINANCING
APPLICATIONS

The Housing Finance Authority of Broward County, Florida (the “HFA”) is accepting Multi-Family Bond Program applications from applicants who are interested in utilizing the HFA’s tax exempt and/or taxable private activity bond allocation for the acquisition, construction, and/or rehabilitation of multi-family rental housing developments which satisfy the goals and requirements of the HFA and comply with applicable federal and state law. All completed Applications received by February 28, 2018 will be considered simultaneously by the HFA in accordance with the HFA’s evaluation criteria contained in Article III, C.1 of the HFA’s Policies and Procedures. In the event there is not sufficient tax-exempt bond allocation to fully fund all applications, preference will be given to an applicant that commits to abide by the Broward County’s County Business Enterprise (CBE) subcontract requirements to the extent there is a tied ranking between one or more applications. Access the website <http://www.broward.org/smallbusiness> for additional information.

Presently the HFA has \$145,820,126.00 of available multi-family allocation. Additional allocation may become available if received from the State of Florida or if developments with current commitments do not close.

Submittals for this Application will be received at the Housing Finance Authority at 110 NE 3rd Street, Suite 300, Fort Lauderdale, Florida until 5:00PM February 28, 2018 and must include the application fee as outlined within the HFA’s Policies and Procedures for Multi-Family Housing Bond Program. To obtain a copy of the HFA’s Policies and Procedures for Multi-Family Housing Bond Program and application, access the web site <http://www.broward.org/hfa> or call the Housing Finance Authority at (954) 357-4925 or its Financial Advisor Deborah A. Zomermaand at (813) 250-9356. Broward County has enacted a Cone of Silence which generally prohibits communications with anyone serving on a Selection/Negotiation Committee or anyone who evaluates or recommends selection in the procurement process. Said prohibition begins upon short listing and terminates upon award. In its sole discretion, the HFA may withdraw this Notice before or after receiving submittals, may accept or reject submittals, and may accept submittals which deviate as it deems necessary.

Two Days, Tuesday, January 30, 2018 and Wednesday, January 31, 2018

SUN SENTINEL
Account No. HFA of Broward County