

**PROPOSED**

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD  
2 COUNTY, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE HOUSING  
3 FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA ("HFA"), AND THE  
4 FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES FOR CONSULTANT  
5 SERVICES ("AGREEMENT"); AUTHORIZING THE PROPER OFFICERS OF THE HFA  
6 TO EXECUTE AND DELIVER THE AGREEMENT; AUTHORIZING THE PROPER  
7 OFFICERS OF THE HFA TO EXECUTE AND DELIVER ANY OTHER DOCUMENTS  
8 NECESSARY OR ADVISABLE IN CONNECTION WITH THE AGREEMENT, SUBJECT  
9 TO REVIEW AND APPROVAL AS TO LEGAL SUFFICIENCY BY THE COUNTY  
10 ATTORNEY'S OFFICE; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE  
11 DATE.

12  
13 WHEREAS, in 2022 the Broward County Affordable Housing Needs Assessment  
14 ("2022 Assessment") was prepared by the Metropolitan Center at Florida International  
15 University ("FIU");

16 WHEREAS, the Housing Finance Authority of Broward County, Florida ("HFA"), is  
17 seeking to update the 2022 Assessment and desires to engage FIU to perform the  
18 professional consulting services necessary to prepare said update; and

19 WHEREAS, pursuant to Section 9½-41 of the Broward County Code of  
20 Ordinances, any contracts the HFA wishes to enter into must first be approved by  
21 resolution of the Board of County Commissioners ("Board"), NOW, THEREFORE,

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

Section 1. The Board hereby approves the Agreement between the Housing  
Finance Authority of Broward County, Florida, and the Florida International University  
Board of Trustees for Consultant Services ("Agreement"), attached hereto as Exhibit A,  
and authorizes the Chair or Vice-Chair of the HFA to execute the Agreement and the HFA  
Secretary or Assistant Secretary to attest to the same and affix the HFA's seal thereto.

Section 2. The proper officers of the HFA are hereby authorized and directed to  
do all acts or things required of them by the Agreement and this Resolution, and to  
execute and deliver any and all additional documents, instruments, certificates, and  
affidavits necessary or advisable to effectuate the foregoing, subject to review and  
approval as to legal sufficiency by the County Attorney's Office.

Section 3. Severability.

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

41 | Section 4. Effective Date.

42 | This Resolution is effective upon adoption.

ADOPTED this            day of            , 2026.            **PROPOSED**

Approved as to form and legal sufficiency:  
Andrew J. Meyers, County Attorney

By: /s/ Claudia Capdesuner 01/16/2026  
Claudia Capdesuner (date)  
Assistant County Attorney

By: /s/ Annika E. Ashton 01/16/2026  
Annika E. Ashton (date)  
Deputy County Attorney

**AGREEMENT BETWEEN THE HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA  
AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES  
FOR CONSULTANT SERVICES**

This agreement ("Agreement") is between the Housing Finance Authority of Broward County, Florida, a public body and politic created under the laws of the State of Florida ("Authority"), and the Florida International University Board of Trustees, a public instrumentality of the State of Florida ("FIU") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. In 2022, the Broward County Affordable Housing Needs Assessment ("2022 Assessment") was prepared by the Metropolitan Center at Florida International University pursuant to a contract between Broward County and FIU.

B. The Authority is seeking to update the 2022 Assessment, and desires to engage FIU to perform the professional consulting services necessary to prepare the 2026 update of the Broward County Affordable Housing Needs Assessment ("2026 Update").

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

**ARTICLE 1. DEFINITIONS**

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.

1.2. **Authority** means the Housing Finance Authority of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Executive Director of the Housing Finance Authority, or such other person designated by the Executive Director of the Housing Finance Authority in writing.

1.5. **Services** means all work required of FIU under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as Exhibit A.

1.6. **Subcontractor** means any entity or individual, including any subconsultant, that provides Services to Authority through FIU, regardless of tier.

## **ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Project Schedule and Costs</b>
<b>Exhibit C</b>	<b>Certification of Payments to Subcontractors</b>

## **ARTICLE 3. SCOPE OF SERVICES**

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

3.2. Project Schedule. FIU shall complete the Services in accordance with the Project Schedule shown in Exhibit B, unless otherwise approved in writing in advance by the Contract Administrator.

## **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues through September 1, 2026 (“Term”), unless otherwise terminated as provided in this Agreement.

4.2. Funding. The continuation of this Agreement beyond the end of any Authority fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds.

4.3. Time of the Essence. Time is of the essence for FIU’s performance of the duties, obligations, and responsibilities required by this Agreement. FIU agrees to complete all Services and provide all required deliverables no later than May 15, 2026. Any extension of this deadline must be approved in writing by the Contract Administrator.

## **ARTICLE 5. COMPENSATION**

5.1. Maximum Amounts. For all Services provided under this Agreement, Authority will pay FIU up to a maximum amount of Sixty Thousand Dollars (\$60,000) in accordance with Exhibit B. Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B, which amount shall be accepted by FIU as full compensation for all such Services. FIU acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon Authority’s obligation to compensate FIU for Services. These maximum amounts, however, do not constitute a limitation of any sort upon FIU’s obligation to perform all Services.

5.2. Method of Billing and Payment.

- 5.2.1. FIU may submit invoices for compensation at the completion of the tasks set out in Exhibit B. An original invoice plus one copy is due within thirty (30) days after the date of the completion of Project Task and Deliverable, as described in Exhibit B, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. If FIU subcontracts any Services under this Agreement, FIU shall submit with each invoice a Certification of Payments to Subcontractors in the form set forth in Exhibit C. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.
- 5.2.2. Authority shall pay FIU within thirty (30) days of receipt of FIU's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then current form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of FIU to comply with a term, condition, or requirement of this Agreement. Payment shall be made to FIU at the address designated in the Notices section.
- 5.2.3. FIU shall invoice Subcontractor fees only in the actual amount paid by FIU, without markup or other adjustment. FIU shall pay Subcontractors within the time period required by Florida law and by FIU Regulation, 2202 found at <http://regulations.fiu.edu/regulation>. FIU agrees that if it withholds an amount as retainage from Subcontractors, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from Authority. Failure to pay a Subcontractor in accordance with this subsection shall be a material breach of this Agreement, unless FIU demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor and FIU promptly pays the applicable amount(s) to the Subcontractor upon resolution of the dispute. FIU shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors.

5.3. Withholding by Authority. Notwithstanding any provision of this Agreement to the contrary, Authority may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) FIU's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by Authority.

## ARTICLE 6. REPRESENTATIONS AND WARRANTIES

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

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

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

6.4. Truth-In-Negotiation Representation. FIU's compensation under this Agreement is based upon its representations to Authority, and FIU certifies that the wage rates, factual unit costs, and other information supplied to substantiate FIU's compensation, including without limitation those made by FIU during the negotiation of this Agreement, are accurate, complete, and current as of the date FIU executes this Agreement. FIU's compensation may be reduced by Authority, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to Authority as the basis for FIU's compensation in this Agreement.

6.5. Public Entity Crime Act. FIU represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. FIU further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether FIU has been placed on the convicted vendor list.

6.6. Claims Against FIU. FIU represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of FIU, threatened against or affecting FIU, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of FIU to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of FIU

or on the ability of FIU to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.7. Verification of Employment Eligibility. FIU represents that FIU and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If FIU violates this section, Authority may immediately terminate this Agreement for cause and FIU shall be liable for all costs incurred by Authority due to the termination.

6.8. Warranty of Performance. FIU represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. FIU represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.9. Prohibited Telecommunications. FIU represents and certifies that FIU and all Subcontractors do not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.10. Breach of Representations. FIU acknowledges that Authority is materially relying on the representations, warranties, and certifications of FIU stated in this article, and Authority shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to FIU; (c) set off from any amounts due FIU the full amount of any damage incurred; and (d) debarment of FIU.

## **ARTICLE 7. INDEMNIFICATION**

To the extent permitted by and within the limitations of Section 768.28, Florida Statutes, FIU shall indemnify, hold harmless, and defend Authority and all of Authority's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement and caused, in whole or in part, by any breach of this Agreement by FIU, or any intentional, reckless, or negligent act or omission of FIU, its officers, employees, or agents, arising from, relating to, or in



connection with this Agreement (collectively, a "Claim"). The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due FIU under this Agreement may be retained by Authority until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by Authority.

## **ARTICLE 8. INSURANCE**

8.1. Pursuant to Section 1001.72, Florida Statutes, FIU is a public instrumentality of the State of Florida, and FIU maintains insurance coverage under the State of Florida Risk Management Trust Fund, established pursuant to Chapter 284, Florida Statutes, and administered by the State of Florida Department of Insurance. The Parties acknowledge that Authority and FIU are self-insured government entities that are subject to the limitations of Section 768.28, Florida Statutes, as may be amended from time to time.

8.2. Each Party agrees that it has instituted and maintains a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes, as may be amended from time to time, including Workers' Compensation in accordance with Chapter 440, Florida Statutes, as may be amended from time to time, and including Employer's liability. Nothing herein is intended to serve as a waiver of any Party's sovereign immunity. Each Party will, upon request, provide the other with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

## **ARTICLE 9. TERMINATION**

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by Authority for reasons including, but not limited to, any of the following: FIU's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or (b) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices. Unless otherwise stated in this Agreement, termination for cause may be by the Contract Administrator on behalf of Authority. If Authority erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and FIU shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by either Party with at least thirty (30) days' advance written notice to the other Party. The Parties acknowledge that they have received good, valuable, and sufficient consideration for the Parties' right to terminate this Agreement for convenience including in the form of the obligation to provide advance written notice to the other Party of

such termination in accordance with this section. This Agreement may also be terminated by the Contract Administrator upon such notice as the Contract Administrator deems appropriate under the circumstances if the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by Authority pursuant to this section, FIU shall be paid for any Services properly performed through the termination date specified in the written notice of termination plus any non-cancelable commitments entered into by FIU in furtherance of this Agreement prior to receipt of the notice of termination, subject to any right of Authority to retain any sums otherwise due and payable, and Authority shall have no further obligation to pay FIU for Services under this Agreement.

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

9.4. In addition to any termination rights stated in this Agreement, Authority shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by Authority due to FIU’s failure to comply with any term(s) of this Agreement.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. FIU and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. FIU shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. 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, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code of Ordinances, Chapter 16 ½, as may be amended from time to time. FIU shall include the foregoing or similar language in its contracts with any Subcontractors. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate.

10.2. FIU 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. FIU shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by Authority, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, FIU shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

## ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with FIU to manage and supervise the performance of this Agreement. FIU acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Code of Ordinances or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to Authority or waive any rights of Authority.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by FIU specifically for Authority in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by Authority, and FIU hereby transfers to Authority all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, Authority has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. FIU represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant Authority the rights stated in this Agreement. FIU must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to FIU may be withheld until all Documents and Work are provided as set forth herein. FIU shall ensure that the requirements of this section are included in all of FIU's agreements with Subcontractor(s).

11.3. Public Records. The Parties are each subject to Florida's Public Records Law, Chapter 119, Florida Statutes. Notwithstanding any other provision in this Agreement, any action taken by either Party in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. To the extent FIU is acting on behalf of Authority as stated in Section 119.0701, Florida Statutes, FIU shall:

11.3.1. Keep and maintain public records required by Authority to perform the Services;

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

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term and after completion or termination of this Agreement if the records are not transferred to Authority; and

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

**IF FIU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIU'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-5320, RSTONE@BROWARD.ORG, 110 NE THIRD STREET, FORT LAUDERDALE, FLORIDA 33301.**

11.4. Audit Rights and Retention of Records. Authority shall have the right to audit the books, records, and accounts of FIU and all Subcontractors that are related to this Agreement. FIU and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by Authority, FIU and all Subcontractors shall make same available to Authority in written form at no cost and allow Authority to make copies. FIU shall provide Authority with reasonable access to FIU's facilities, and Authority shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

FIU and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and FIU expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with Authority. Any audit or inspection pursuant to this section may be performed by any Authority representative (including any outside representative engaged by Authority). FIU hereby grants Authority the right to conduct such audit or review at FIU's place of business, if deemed appropriate by Authority, with seventy-two (72) hours' advance notice. FIU shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by Authority.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Authority's disallowance and recovery of any payment based upon such entry. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to FIU. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by FIU in excess of five percent (5%)

of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, FIU shall pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to FIU.

FIU shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5. Independent Contractor. FIU is an independent contractor of Authority, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither FIU nor its agents shall act as officers, employees, or agents of Authority. FIU shall not have the right to bind Authority to any obligation not expressly undertaken by Authority under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that Authority is a public body corporate and politic with certain regulatory authority, Authority's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If Authority exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to Authority's regulatory authority as a public body corporate and politic separate and apart from this Agreement, and shall not be attributable in any manner to Authority as a Party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by Authority or FIU nor shall anything included herein be construed as consent by Authority or FIU to be sued by third parties in any matter arising out of this Agreement. Authority and FIU are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees only as set forth in Section 768.28, Florida Statutes.

11.8. Third-Party Beneficiaries. Neither FIU nor Authority intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR AUTHORITY:

Housing Finance Authority of  
Broward County, Florida  
Attn: Executive Director  
110 NE Third Street, Suite 300  
Fort Lauderdale, Florida 33301  
Email address: rstone@broward.org

FOR FIU:

Dr. Edward “Ned” Murray, ACIP, Associate Director  
Florida International University Metropolitan Center  
1930 SW 145th Ave., Suite 302  
Miramar, Florida 33027  
Email address: murrayn@fiu.edu

11.10. Subcontracting; Assignment; Change of Control. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by Authority’s Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by FIU without the prior written consent of Authority. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit Authority to immediately terminate this Agreement, in addition to any other remedies available to Authority at law or in equity. Authority reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to Authority to reasonably compensate it for the performance of any such due diligence.

11.11. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, FIU is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of Authority. FIU must ensure that any use of generative artificial intelligence tools by FIU or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. FIU must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.12. Conflicts. Neither FIU nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with FIU’s loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of FIU’s officers or employees shall serve as an expert witness against Authority in any legal or administrative proceeding in which they or FIU is not a party, unless compelled by legal process. Further, such persons shall not give

sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of Authority in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude FIU or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If FIU is permitted pursuant to this Agreement to utilize Subcontractors to perform Services, FIU shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as FIU.

11.13. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Authority'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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.14. Compliance with Laws. FIU and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

11.15. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

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

11.17. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by Authority shall require approval in writing, unless otherwise expressly stated.

11.18. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.20. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of Authority and FIU.

11.21. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.22. Payable Interest.

11.22.1. Payment of Interest. Unless prohibited by Applicable Law, Authority shall not be liable for interest to FIU for any reason, whether as prejudgment interest or for any other purpose, and FIU waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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

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



11.24. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.25. Use of Authority Name or Logo. FIU shall not use the Authority or Broward County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.26. Living Wage Requirement. If FIU is a "covered employer" within the meaning of the "Broward County Living Wage Ordinance," Sections 26-100 through 26-105 of the Code, FIU shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. FIU shall require that all Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.27. Prevailing Wage Requirement. If construction work in excess of \$250,000 is required of, or undertaken by, FIU as a result of this Agreement, then Section 26-5 of the Code shall apply to such construction work, the provisions of Section 26-5(a) of the Code shall be deemed incorporated as if expressly set forth herein, and FIU must submit, with each invoice or application for payment, a completed Statement of Compliance in the form available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>.

11.28. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of FIU, FIU hereby attests under penalty of perjury that FIU does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of FIU declares that they have read the foregoing statement and that the facts stated in it are true.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Housing Finance Authority of Broward County, Florida, signing by and through its Chair or Vice-Chair, authorized to execute same by action of its governing board action on the 16th day of October, 2025; and FIU, signing by and through its duly authorized representative.

AUTHORITY

ATTEST:

Housing Finance Authority of  
Broward County, Florida

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chair

\_\_\_\_ day of \_\_\_\_\_, 2026

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

By \_\_\_\_\_  
Claudia Capdesuner (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Annika Ashton (Date)  
Deputy County Attorney

CC/sr  
2026 Needs Assessment Agreement  
01/27/2026  
#1202078v6

**AGREEMENT BETWEEN THE HOUSING FINANCE AUTHORITY OF BROWARD COUNTY, FLORIDA  
AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES  
FOR CONSULTANT SERVICES**

FIU

WITNESSES:

The Florida International University  
Board of Trustees

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Print name of Witness above

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Print name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

Read and acknowledged:

By \_\_\_\_\_

Name:

Title:

Date:

## **Exhibit A**

### **Scope of Services**

#### **A. Background**

Since 2009, Broward County through the Broward Housing Council (BHC) has sponsored a periodic “Affordable Housing Needs Assessment” to provide a current market perspective on the key demand and supply factors impacting the production and availability of affordable housing in Broward County. Under this new contract, the Housing Finance Authority of Broward County, Florida will procure the upcoming assessment, the findings of which will continue to inform housing policy recommendations for the Board of Broward County Commissioners.

The most recent *2022 Broward County Affordable Housing Needs Assessment* began to capture the heightened levels of investor activity post-COVID pandemic which created an unprecedented housing market dynamic that excluded local buyers and renters while creating financial distress for the majority of renter households. The assessment found 61.9 percent of Broward County’s renter households are cost-burdened, of which, 51.7 percent (80,121 renter households) are “severely” cost-burdened.

The findings of the *2022 Broward County Affordable Housing Needs Assessment* served as the impetus for the subsequent *Housing Broward: Broward County 10-Year Affordable Housing Master Plan*. The Master Plan built on the needs assessment highlighting the urgency of the affordable housing crisis and to sound a “call for action” to all 31 municipalities, leading industry sectors, lenders, and institutions to play key roles in addressing Broward’s affordable housing needs now and for the foreseeable future.

#### **B. Tasks**

The Jorge M. Perez Metropolitan Center (JPMC or Metropolitan Center) will prepare a *2026 Broward County Affordable Housing Needs Assessment* that will capture the current dynamics of the housing market and the state of housing affordability in Broward County. The study will include performance data and updates from the Broward County 10-Year Affordable Housing Master Plan to determine potential shifts in current and projected affordable housing supply and demand.

The project scope of services will include the following key elements and tasks:

- A comprehensive housing market analysis of key population, housing, and economic market data that drive the production and availability (supply) of affordable housing in Broward County;
- An analysis of key population, jobs, and economic data that drive affordable housing need (demand) within Broward County;
- An assessment of all 31 municipalities, plus each of the six (6) designated Census Designated Places (CDPs) in the Broward Municipal Services District (BMSD), and Broward

- County, as a whole, and
- A performance update of the Broward County 10-Year Affordable Housing Master Plan.

### **Task #1: Housing Demand Analysis**

Identify existing demographic (population and housing) and economic data (jobs and wages) and provide the relationship to the current housing situation. The FIU Metropolitan Center will complete an in-depth analysis of existing and trending demographic and economic factors and conditions that are impacting the County's current housing situation. The analysis will include the following data points:

- Population growth and migration trends
- Family and household income
- Housing demand by household income category
- Housing demand by housing type and location
- Economic Analysis
- Employment by industry and occupation
- Employment concentrations
- Salaries & wages
- Employment projections
- Worker migration patterns (worker outflow/inflow)
- Workplace trends and housing impacts

### **Task #2: Housing Supply Analysis**

Inventory of all housing, the types of housing available, including ownership and rental housing, and the associated costs. The FIU Metropolitan Center will complete a comprehensive housing inventory to include the following data points and analysis:

- Current trends and overview of the housing market
- Housing inventory by type
- Housing age and conditions
- Housing vacancies by type
- Housing type by tenure
- Existing single-family home values
- Existing condominium values
- Existing rental housing prices by bedroom distribution
- Rental housing availability
- New housing production activity by type, price points, and location
- New building permit activity
- Home foreclosure activity

### **Task #3: Housing Demand and Supply Affordability Analysis**

- Affordability analysis by housing type
- Affordability analysis by occupations
- Projected affordable housing demand
- Findings and conclusions

### **Task #4: Broward County 10-year Affordable Housing Master Plan Implementation Performance**

The JPMC will assess the implementation of the Broward County 10-year Affordable Housing Master Plan approved by the Broward County Commission in 2023. The assessment will summarize Broward County's implementation of the master plan's affordable housing strategies and the performance of individual municipalities in addressing their affordable housing needs.

### **Task #5: Municipal Profiles**

The JPMC will complete a profile of all municipalities in the County. The profile will include pertinent population, housing and economic characteristics of each municipality.

### **Task #6: Affordable Housing Supply/Demand Analysis**

The JPMC will complete an "Affordable Housing Supply/Demand Analysis" of the County and each municipality. The analysis provides a baseline source for determining and monitoring the supply and demand surplus/gap for owner and renter housing within each household income category.

**Exhibit B**  
**Project Schedule and Costs**

Based on the proposed work program detailed above, the proposed Project Schedule and Costs are as follows:

<b>Project Tasks and Deliverables</b>	<b>Deadline</b>	<b>Costs</b>
Task #1: Housing Demand Analysis	02/27/2026	Not to exceed \$15,000
Task #2: Housing Supply Analysis	02/27/2026 (Concurrent with Task #1)	Not to exceed \$15,000
Task #3: Housing Demand and Supply Affordability Analysis	03/15/2026	Not to exceed \$10,000
Task #4: Broward County 10-year Affordable Housing Master Plan Implementation Performance	03/31/2026	Not to exceed \$5,000
Task #5: Municipal Profiles	04/30/2026	Not to exceed \$5,000
Task #6: Affordable Housing Supply/Demand Analysis	04/03/2026 (Concurrent with Task #5)	Not to exceed \$10,000
Final 2026 Broward County Affordable Housing Needs Assessment	05/15/2026	
<b>Total:</b>		<b>Not to exceed \$60,000</b>

FIU must invoice Authority for each Project Task and Deliverable listed above only upon written confirmation by the Contract Administrator of the satisfactory completion of that Project Task and Deliverable in accordance with the requirements of Exhibit A.

**Exhibit C**  
**Certification of Payments to Subcontractors**

The undersigned FIU hereby swears under penalty of perjury that:

1. FIU has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractors name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of FIU.

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
FIU

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)