

**Project Type: Homebuyer Education & Counseling Service**  
**Funding Source:**  
**Amount:**  
**Resolution Number:**

**FY \_\_\_\_\_ AFFORDABLE HOUSING CONTRACT  
BETWEEN  
MIAMI-DADE COUNTY  
AND**

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This Contract, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "County" and \_\_\_\_\_, hereinafter referred to as "Counseling Agency" and having offices at \_\_\_\_\_, states conditions and covenants for the rendering of educational and counseling activities hereinafter referred to as "Activities" for the County through its Public Housing and Community Development (PHCD) hereinafter referred to as the "Department" or "PHCD" or the "County", and having its principal offices at 701 N.W. 1 Court, Suite 1400, Miami, Florida 33136.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County and further provides that all functions not otherwise specifically assigned to others under the Charter shall be performed under the supervision of the County Mayor; and

WHEREAS, the State of Florida has created the State Housing Initiative Program (SHIP) and the Documentary Stamp Surtax Program (Surtax), in an effort to assist with affordable housing including providing Homebuyer Education and Counseling Services for very-low, low- and moderate-income residents, depending on funding source; and

WHEREAS, the Counseling Agency provides or will develop Activities of value to the County, and has demonstrated an ability to provide these Activities; and

WHEREAS the County is desirous of obtaining such Activities of the Counseling Agency and the Counseling Agency is desirous of providing such Activities; and

WHEREAS, the County has appropriated \$ \_\_\_\_\_ of SHIP FY- \_\_\_\_\_ funds to Homebuyer Education and Counseling located at \_\_\_\_\_.

NOW, therefore, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

**ARTICLE I**  
**Effective Term**

Both parties agree that the effective term of this Contract shall be from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ .

**ARTICLE II**  
**Indemnification**

The Counseling Agency shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Counseling Agency or its employees, agents, servants, partners, principals or subcontractors. The Counseling Agency shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Counseling Agency expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Counseling Agency shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Counseling Agency's obligation to indemnify and defend the County shall survive the expiration or termination of this Contract.

**ARTICLE III**  
**Insurance**

At the time of contract execution, the Counseling Agency shall furnish to PHCD Housing Development and Loan Administration, 701 N.W. 1 Court, Suite 1400, Miami, Florida 33136, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Counseling Agency as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$500,000 per occurrence and \$1,000, 000 in the aggregate. per occurrence. Miami-Dade County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability insurance coverage covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualification:

The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 N.W. 1 STREET  
SUITE 2340  
MIAMI, FLORIDA 33128

### **COUNSELING AGENCY LIABILITY OBLIGATION**

Compliance with the foregoing requirements shall not relieve the Counseling Agency of his/her liability and obligation under this subsection or under any subsection of this Contract. The Contract is contingent upon receipt of the insurance documents at the time of Contract execution. If the Insurance Certificate(s) are received within the specified period, but not in the manner prescribed in these requirements, the Counseling Agency shall be notified of the deficiency in writing and shall have an additional five (5) calendar days to submit a corrected certificate to the County.

Failure to Provide Certificates of Insurance. If the Counseling Agency fails to furnish the County with the Certificate(s) of Insurance or written verification required under this section, the County shall not disburse any funds until it is provided with the necessary Certificate(s) of Insurance or written verification.

### **CERTIFICATE CONTINUITY**

The Counseling Agency shall be responsible for assuring that the insurance certificates required in conjunction with this subsection remain in force for the duration of the Contract period, including any and all option years, if applicable. If the insurance certificates are scheduled to expire during the Contract period, the Counseling Agency shall be responsible for submitting new or renewed insurance certificates to the County.

In the event that expiration certificates are not replaced with new or renewed certificates that cover the Contract period, the County shall suspend the Contract until the new or renewed certificates, are received by the County in the manner prescribed in the requirements; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract without recourse.

### **ARTICLE IV Conflict of Interest**

The Counseling Agency agrees to abide and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended, which is incorporated herein by reference, in connection with its Contract obligations hereunder.

### **ARTICLE V Compliance with Federal, State and Local Law**

Both Parties agree that this Contract shall be governed by all statutes, regulations, and guidelines applicable to the funding source and the Activities. For SHIP-funded Activities, this Contract shall be governed by Chapter 420, Part VII, State Housing Initiatives Partnership, as amended. For Surtax-funded Activities, this Contract shall be governed by Florida Statutes, Section 125.0167 and Section 29-7 of the Miami-Dade County Code, as amended. For all funding sources, this Contract shall be governed Miami-Dade County Affordable Housing and Homeownership/Single Family Rehabilitation Program Guidelines, as amended.

The Counseling Agency agrees to abide by Chapter II-A, Code of Miami-Dade County ("County Code"), as amended, applicable to non-discrimination in employment, housing, and public accommodation.

The Counseling Agency agrees that it is in compliance with the Domestic Violence Leave, codified as 11A-60 et. seq., Code of Miami-Dade County, which requires an employer, who in the

regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or **more** calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Counseling Agency.

Code of Business Ethics: In accordance with Section 2-8.1(i), Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any Contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirement of Section 2-B.1(l) of the Miami-Dade County Code (Form A-12). Any person or entity that fails to submit the required affidavit shall be ineligible for Contract award.

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Contract to provide any goods or services to a public entity, may not submit a Contract with a public entity for the construction or repair of a public building or public work, may not submit leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Where applicable, the Counseling Agency agrees to abide and be governed by Titles VI and VII, Civil Rights Act of 1964 (42 USC 2000 D and E) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry or national origin in performance of this Contract, in regard to persons served, or in regard to employees or applicants for employment. It is expressly understood that upon receipt of evidence of such discrimination, the County shall have the right to terminate said Contract.

The Counseling Agency also agrees to abide and be governed by the Age Discrimination Act of 1975, 42 USC, as amended, which provides in part that there shall be no discrimination against persons in any area of employment because of age.

The Counseling Agency agrees to abide and be governed by Section 504, of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap. The Counseling Agency agrees to abide and be governed by the requirements of the Americans with Disabilities Act (ADA).

Americans with Disabilities Act (ADA) of 1990 - The Counseling Agency shall attest to and submit the required Disability Non-Discrimination Affidavit assuring compliance with all applicable requirements of the laws listed below, including but not limited to, those provisions pertaining to employment, provision and program services, transportation, communications, access to facilities, renovations, and new construction.

If any attesting firm, or any owner, subsidiary, or other firm affiliated with or related to the attesting firm, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with such attesting firm. Any Contract entered into based upon a false affidavit, as listed below, and submitted pursuant to this resolution shall be voidable by the County:

- Code of Business Ethics Affidavit
- Affidavit of Financial and Conflicts of Interest
- Miami-Dade County Affidavits
- State Public Entity Crimes Affidavit

If any attesting firm violates any of the Acts below during the term of any Contract such firm has with the County, such Contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its affidavit.

The applicable Acts are as follows:

1. The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
2. The Rehabilitation Act of 1973, 29 U.S.C. Section 794;
3. The Federal Transit Act, as amended 49 U.S.C. Section 1612;
4. The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

Counseling Agency further shall comply with Executive Order 11-116, which supersedes Executive Order 11-02, and section 448.095, Florida Statutes, which require Counseling Agency, and any of its subcontractor, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Counseling Agency or subcontractor prior to the execution of this Agreement. If Counseling Agency enters into a contract with a subcontractor, the subcontractor must provide Counseling Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Counseling Agency shall maintain a copy of such affidavit for the duration of the contract. In the event the County, Counseling Agency, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes, the County, Counseling Agency, subcontractor shall terminate the contract with the person or entity. In the event the County has a good faith belief that a subcontractor knowingly violated this subsection, but Counseling Agency otherwise complied with this subsection, The County shall promptly notify the Counseling Agency and order Counseling Agency to immediately terminate the contract with the subcontractor. In the event the County terminates this Agreement for the reasons stated herein, Counseling Agency may not be awarded a public contract with the County for at least one (1) year after the date on which this Agreement was terminated, and Counseling Agency will be liable for any additional costs incurred by the County as a result of the termination of this Agreement.

## **ARTICLE VI** **Notices**

County and Counseling Agency mutually agree:

1. It is understood and agreed between the parties hereto that written notice addressed to the County and mailed or delivered to the address appearing on page 1 of this Contract and written notice addressed to the Counseling Agency and mailed or delivered to the address appearing on page 1 of this Contract shall constitute sufficient notice to either party to comply with the terms of this Contract.

This Contract contains all the terms and conditions agreed upon by the parties. No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto.

## **ARTICLE VII** **Autonomy**

Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Counseling Agency or is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Counseling Agency's agents and employees are not agents or employees of the County.

**ARTICLE VIII**  
**Breach of Contract: County Remedies**

- A. Breach. A breach by the Counseling Agency shall have occurred under this Contract if: (1) the Counseling Agency fails to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Counseling Agency ineffectively or improperly uses the County funds allocated under this Contract; (3) the Counseling Agency does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) the Counseling Agency does not furnish proof of licensure and certification required by this Contract; (5) the Counseling Agency fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Counseling Agency does not submit or submits incomplete or incorrect required reports; (7) the Counseling Agency refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Contractor's program; (8) the Counseling Agency discriminates under any of the laws outlined in Section IV of this Contract; (9) the Counseling Agency falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment B); (10) the Counseling Agency attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, in which case the county shall, whenever practicable, terminate this Contract and Counseling Agency shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees and may be barred from contracting with Miami-Dade County for up to five (5) years; (11) the Counseling Agency fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (12) the Counseling Agency fails or refuses to return all items of capital improvement in the same condition as received at the beginning of the Contract except ordinary wear and tear; (13) the Counseling Agency fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract.
- B. County Remedies. If the Counseling Agency breaches this Contract, the County may pursue any or all of the following remedies:
1. The County may terminate this Contract by giving written notice to the Counseling Agency of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Counseling Agency with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Counseling Agency under this Contract; and/or (c) terminate or cancel any other contracts entered into between the County and the Counseling Agency. The Counseling Agency shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.
  2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Counseling Agency of such suspension and specifying the effective date thereof, at least fifteen (15) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Counseling Agency as a condition precedent to resumption of payments and shall specify a reasonable date for compliance.

The County may also suspend any payments in whole or in part under any other contracts entered between the County and the Counseling Agency. The Counseling Agency shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. The Counseling Agency shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;
  4. The County may debar the Counseling Agency from future County contracting;
  5. If, for any reason, the Counseling Agency should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Counseling Agency such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years;
  6. Any other remedy available at law or equity.
  7. The County Mayor or County Mayor's designee is authorized to terminate this Contract on behalf of the County.
- C. Damages Sustained. Notwithstanding the above, the Counseling Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Counseling Agency until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Counseling Agency shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.
- D. Amendment. All requests for contract extensions must be submitted in writing. In no event will a contract be extended beyond\_\_\_\_\_.

## **ARTICLE IX** **Termination**

A. Termination at Will

This Contract, in whole or in part, may be terminated by the County upon no less than ten (10) working days' notice when the County determines that it would be in the best interest of the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. Termination for Convenience

The County may terminate this Contract, in whole or in part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions.

C. Termination Because of Lack of Funds

In the event of a funding shortfall, a reduction in federal or state appropriations, a reduction in SHIP or Surtax funds collected, or should in any other manner funds to finance this Contract become unavailable, the County may terminate this Contract upon no less than twenty-four (24) hours written notification to the Counseling Agency. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority to determine whether or not funds are available. The County may at its discretion terminate, renegotiate and/or adjust the Contract award, whichever is in the best interest of the County.

D. Termination for Substantial Funding Reduction

In the event of a substantial funding reduction of the allocation to the Counseling Agency through Board of County Commissioners' Action, the Counseling Agency may, at its discretion, request in writing from the Director of PHCD a release from its contractual obligations to the County. The Director of PHCD will review the effect of the request on the community and the County prior to referring the matter to the Mayor or Mayor's designee for final determination.

E. Termination for Breach

The County may terminate this Contract, in whole or in part, when the County determines in its sole and absolute discretion that the Counseling Agency is not making sufficient progress thereby endangering the ultimate Contract performance or is not materially complying with any term or provision of this Contract.

Unless the Counseling Agency's breach is waived by the County in writing, the County may, by written notice to the Counseling Agency, terminate this Contract upon no less than twenty-four (24) hours' notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

F. Penalties for Fraud, Misrepresentation, Material Misstatement, or Criminal Conviction

In accordance with the Code of Miami-Dade County, Section 2-8.4.1, and other County policies, if Awardee or any individual, corporation, firm, partnership, joint venture or other business entity in which Awardee or its principals has a Controlling Financial Interest attempts to meet its contractual obligations with the County under this Agreement or any other County agreement or County program through fraud, misrepresentation or material misstatement, or is convicted of fraud, bribery or any other corrupt or criminal act in connection with any County program or County agreement, the County shall have the sole and absolute discretion to terminate this Agreement and may terminate or cancel any other agreements which Awardee or such individual, corporation, firm, partnership, joint venture or other business entity in which Awardee or its principals has a Controlling Financial Interest has with the County. Such individual or entity shall be responsible for its own direct and indirect costs associated with such termination or cancellation, including attorney's fees. The foregoing notwithstanding, any individual, corporation, firm, partnership, joint venture or other business entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years. For the purposes of this section, "controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

G. Payment Settlement

If termination occurs for reasons other than breach, the Counseling Agency will be paid for allowable costs incurred in carrying out activities required by this Contract up to the date and time of termination.

H. No Payment of Subcontractors



In no event shall County funds be advanced directly to any subcontractor hereunder.

I. Bankruptcy

The County reserves the right to terminate this contract, if during the term of any Contract the Counseling Agency has with the County, the Counseling Agency becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding or if a trustee or receiver is appointed over all or a substantial portion of the property of the Counseling Agency under federal bankruptcy law or any state insolvency law.

J. Non-Waiver of Rights and Remedies

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the County's right to legal or equitable remedies.

**ARTICLE X**  
**Amount Payable**

Subject to available funds, the maximum amount payable under this Contract shall not exceed \$\_\_\_\_\_ of SHIP FY-2020 funds. The parties agree that should funding to the County be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

**ARTICLE XI**  
**Program**

The Counseling Agency agrees to render services in accordance with the Scope of Service which is incorporated herein and attached hereto as Attachment A. The Counseling Agency agrees to comply with the requirements and governing rules and regulations of the SHIP and Surtax funding sources, as well as all applicable County requirements.

The Counseling Agency, in accordance with Miami-Dade County Resolution No.R-1008-14, shall cover topics to include the legal significance of buying a home using a purchase and sale agreement containing an "AS IS" clause, homebuyers' right to select their own title agent, and homebuyers' right to have the property inspected by an inspector of their choice. Miami-Dade County will perform frequent and random monitoring of these classes. The Awardee will comply with the applicable procedures specified in Public Housing and Community Development's Affordable Housing, Homeownership and Rehabilitation Program Guidelines found at <http://www.miamidade.gov/housing/homebuyer-opportunity.asp#1>, which are incorporated herein by reference, receipt of which is hereby acknowledged, and as they may be revised.

**ARTICLE XII**  
**Payment**

The County agrees to pay the Counseling Agency for services rendered under this Contract based on a Request for Draw that is submitted to the County not more than monthly, and at least quarterly, but no later than thirty (30) days following the period in which the expenses were incurred. The Counseling Agency agrees to submit payment requests/reimbursement accompanied by such documentation as required by the Department and the attached Scope of Services.

The Counseling Agency shall be paid as described below:

1. The Counseling Agency shall be paid for those expenses allowed pursuant to the provisions provided below upon presentation to the County adequate proof, as

determined by the County in its discretion, that the Counseling Agency has incurred the expenditures.

2. In no event shall the County pay advance funding to the Counseling Agency.
3. Any payment due under the terms of this Contract may be withheld pending the receipt and approval by the County of all reports and documents that the Counseling Agency is required to submit to the County pursuant to the terms of this Contract or any amendments thereto.
4. No payments will be made without evidence of appropriate insurance required by this Contract. Such evidence must be on file with the County and the County's Risk Management Division. The County must receive the final request for payment from the Counseling Agency no later than sixty (60) calendar days after the expiration or termination of this Contract. If the Counseling Agency fails to comply with this requirement, the Counseling Agency will forfeit all rights to payments if the County, in its sole discretion, chooses.
5. All monies paid to the Counseling Agency which have not been used to retire outstanding obligations of this Contract must be refunded to the County.
6. All unexpended funds remaining after the completion of the services under this Contract, or after the termination of this Contract shall be recaptured by the County.
7. The Counseling Agency shall be paid only for those services provided in the Scope of Services (Attachment A). Payment will be conditional provided that the Counseling Agency meets all requirements and submits appropriate documentation as stipulated in the Scope of Services, unless waived or modified by the Department.
8. All request for reimbursement must be submitted within 30 days after completion of the counseling or course as applicable

### **ARTICLE XIII** **Access to Records**

The Counseling Agency shall provide access to all of its records and agrees to provide such assistance as may be necessary to facilitate their review by the County when deemed necessary by the County, including but not limited to when the County seeks to ensure compliance with applicable accounting and financial standards. The Counseling Agency shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of seven (7) years from the expiration date of this Agreement and any extension thereof or seven (7) years after the completion of the Project, whichever is later

The Counseling Agency shall comply with public records laws, specifically, the Counseling Agency shall:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Counseling Agency does not transfer the records to the County.

4. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Counseling Agency or keep and maintain public records required by the County to perform the service. If the Counseling Agency transfers all public records to the County upon completion of this Agreement, the Counseling Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Counseling Agency keeps and maintains public records upon completion of this Agreement, the Counseling Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**IF THE COUNSELING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PHCD CUSTODIAN OF PUBLIC RECORDS AT: MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT 701 NW 1ST COURT, 16TH FLOOR, MIAMI, FL 33136, ATTENTION: [Lizette.Capote@miamidade.gov](mailto:Lizette.Capote@miamidade.gov), (786) 469-4126.**

The Counseling Agency shall make all records or documents which relate to this Contract available to the County at the Counseling Agency's place of business during regular business hours.

The Counseling Agency agrees that the County or its duly authorized representatives or government agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Counseling Agency's books, documents, papers and records which may apply to matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements and shall only address transactions related to this Agreement.

#### **ARTICLE XIV** **Monitoring**

The Counseling Agency agrees to permit the Department, the County, State and Federal authorized personnel to monitor, according to applicable regulations, the program which is the subject of this Contract. The Department shall monitor both fiscal and programmatic compliance with all the terms and conditions of this Contract. The Counseling Agency shall permit the Department to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the Department's findings will be delivered to the Counseling Agency, and the Counseling Agency will rectify all deficiencies cited within the period of time specified in the report.

#### **ARTICLE XV** **Documents**

The Counseling Agency shall submit documents to the Department as described below or any other document in whatever form, manner, or frequency as prescribed by the Department. These will be used for monitoring progress, performance, and compliance with this Contract and for compliance with applicable County and federal requirements.

1. Certificates of Insurance - original to be received by the Department at the time of Contract execution and prior to payments made by the County and as they are renewed throughout this Contract period.
2. Progress Reports

- a. The Counseling Agency shall submit a yearly Progress Report (Attachment D) with the final claim in the form provided by the Department, which shall describe the progress made by the Counseling Agency in achieving each of the objectives and action steps identified in Attachment A, "Scope of Services" and a cumulative account of its activities under this Agreement.
  - b. The Counseling Agency must report specific information regarding the status of the contracted activities, including accomplishments and/or delays encountered during the implementation of this activity and an unduplicated count of clients served during the reporting period. Each goal and corresponding objective(s), as indicated in the approved Scope of Services, must be addressed as part of this report.
  - c. The Counseling Agency shall submit to the County, in a timely manner, any other information deemed necessary by the County, and its presentation shall comply with the format specified at the time of the request. Failure to submit the Progress Reports or other information in a manner satisfactory to the County by the due date shall render the Counseling Agency in noncompliance with this Article.
3. Audit Report - The Counseling Agency shall submit to the Department an annual audit report as requested by the Department.
  4. Affirmative Action Plan - The Counseling Agency shall report to the Department information relative to the equality of employment opportunities whenever so requested by the Department.

**ARTICLE XVI**  
**Restriction on the Use of Funds**

The Funds received under this Contract shall only be used to reimburse Counseling Agency for services rendered during in compliance with the Contract terms during the effective term of the Contract. In no event shall funds received under this Contract be used to pay for services or costs incurred outside the effective term of this Contract or for services or costs other than the Activities.

- A. Adverse Actions or Proceeding. The Counseling Agency shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Counseling Agency shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.
- B. Religious Purposes. County funds shall not be used for religious purposes.

**ARTICLE XVII**  
**Modification**

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract, including but not limited to, amount payable and effective term shall only be valid when they have been produced in writing, duly approved and signed by both parties.

**ARTICLE XVIII**  
**Contract Guidelines**

The Counseling Agency agrees to comply with all applicable Federal, State and County laws, rules and regulations, which are incorporated herein by reference or fully set forth herein.

If the Counseling Agency is a not-for-profit corporation, the Counseling Agency agrees to abide and be governed by Chapter 617, Florida Statutes, particularly Sections 617.0830 - 617.0835 as amended, which is incorporated herein by reference as if fully set forth herein in connection with its Contract obligations hereunder.

If the Counseling Agency is a for-profit corporation, the Counseling Agency agrees to abide and be governed by Chapter 607, Florida Statutes, particularly Sections 607.0830 - 607.0833, as amended, which is incorporated herein by reference as if fully set forth herein in connection with its contractual obligations hereunder.

All Counseling Agencies that are corporations whether for profit or not-for-profit agree to abide and be governed by the Counseling Agency's Articles of Incorporation and By-laws which are incorporated herein by reference as if fully set forth herein in connection with its Contract obligations hereunder.

### **ARTICLE XIX** **Subcontracts**

1. The Counseling Agency shall not assign or subcontract this Contract without the prior written consent of Miami-Dade County. In the event such approval is granted by the Department, Counseling Agency shall comply with all requirements of the applicable federal, state or local funding source, including but not limited to the requirements regarding subcontracting set forth in the governing laws and regulations of the SHIP or Surtax programs regarding the selection and use of subcontractors. The Counseling Agency shall ensure that all subcontracts and assignments:

- a. Comply with all applicable Surtax and/or SHIP requirements as applicable;
- b. Identify the full, correct, and legal name of the party;
- c. Describe the activities to be performed; and
- d. Incorporate a provision requiring compliance with all applicable regulatory and other requirements of this Contract and with any conditions of approval that the County deem necessary. This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service, as may be defined by the County, set forth in this Contract.

2. The Counseling Agency shall incorporate in all consultant subcontracts this additional provision:

The Counseling Agency is not responsible for any insurance or other fringe benefits, e.g., social security, income tax withholdings, retirement or leave benefits, for the Consultant or employees of the Consultant normally available to direct employees of the Counseling Agency. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the Consultant in carrying out the Scope of Services provided in this Contract as Attachment A.

3. The Counseling Agency shall be responsible for monitoring the contractual performance of all subcontracts and their progress toward meeting the approved goals meeting the approved goals and objectives indicated in the attached Scope of Services (Attachment A).

4. The Counseling Agency shall receive from the Department written prior approval for any subcontract engaging any party who agrees to carry out any substantive programmatic activities

as may be determined by the Department as described in this Contract. The Department's approval shall be obtained prior to the release of any funds for the subcontractor.

5. The Counseling Agency shall receive written approval from the Department prior to either assigning or transferring any obligations or responsibility set forth in this Contract or the right to receive benefits or payments resulting from this Contract.

6. Written approval by the Department of any subcontract or assignment shall not under any circumstance be deemed to provide for the incurrence of any obligation by the Department in excess of the total dollar amount agreed upon in this Contract.

7. If this Contract involves the expenditure of \$100,000 or more by the County and the Counseling Agency intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A), the Counseling Agency shall provide the names of subcontractors on the form as (Attachment C). The Counseling Agency agrees that it will not change or substitute subcontractors and suppliers from those listed in (Attachment C) without prior written approval of the Department.

#### **ARTICLE XX** **Prior Approval**

When applicable, the Counseling Agency shall obtain prior written approval from the Department before undertaking any of the following:

1. The disposal of all Contract records.
2. Any and all changes to curriculum, including, but not limited to changes in material distributed.

#### **ARTICLE XXI** **Management Evaluation and Performance Review**

The Department shall conduct a formal management evaluation and performance review of the Counseling Agency, if applicable. The management evaluation should reflect the Counseling Agency's compliance with generally accepted fiscal and organizational standards and practices. The performance review should reflect the quality of service provided and the value received using monitoring data such as progress reports, site visits, and client surveys.

#### **ARTICLE XXII** **Severability of Provisions**

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

#### **ARTICLE XXIII** **Signage, Publicity and Advertisements**

Publicity. It is understood and agreed between the parties hereto that this Counseling Agency is funded by Miami-Dade County. Further, by the acceptance of these funds, the Counseling Agency agrees that events funded by this Contract shall recognize the County as a funding source. The Counseling Agency shall ensure that all certificates, publicity, public relations, advertisements and signs recognize the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, certificates, notices, flyers, brochures, news releases, media packages, promotions, and stationary. The use of the official County logo is permissible. The Counseling Agency shall ensure that all media

representatives, when inquiring about the activities funded by this Contract, are informed that the County is its funding source.

**ARTICLE XXIV**  
**Waiver of Jury Trial**

Neither the Counseling Agency, subcontractor, nor any other person liable for the responsibilities, obligations, services and representations herein, nor any assignee, successor, heir or personal representative of the Counseling Agency, subcontractor or any such other person or entity shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of this Contract, or the dealings or the relationship between or among such persons or entities, or any of them, neither Counseling Agency, subcontractor, nor any such person or entity will seek to consolidate any such action in which a jury trial has been waived. The provisions of this paragraph have been fully discussed by the parties hereto, and the provisions hereof shall be subject to no exceptions. No party has in any way agreed with or represented to any other party that the provisions of this paragraph will not be fully enforced in all instances.

**ARTICLE XXV**  
**Notice and Contract**

PHCD's representative for this Contract is Ronald Williams, Manager, Project Management Unit.

In the event that different representatives are designated by either party after this Contract is executed, or the Counseling Agency changes its address notice of the name of the new representative or new address will be rendered in writing to the other party and said notification attached to originals of this Contract.

**ARTICLE XXVI**  
**Miscellaneous**

A. Miami-Dade County Inspector General Review

Pursuant to Section 2-1076, Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Counseling Agency. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independence private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Counseling Agency, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with Contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all request records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Counseling Agency, its officers, agents, employees, subcontractors and suppliers. The Counseling Agency shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the Counseling Agency in connection with the performance of the Contract.

Nothing in this Contract shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

- B. Contract Guidelines. The Counseling Agency agrees to comply with all applicable Federal, State and County laws, rules and regulations, which are incorporated herein by reference or fully set forth herein. This Contract shall be interpreted according to the laws of the State of Florida and proper venue for this Contract shall be Miami-Dade County, Florida.
  
- C. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.
  
- D. Totality of Contract/Severability of Provisions. This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Miami-Dade County Affidavits
Attachment C:	Names of Subcontractors (If Applicable)
Attachment D:	Progress Report Form
Attachment E:	Homebuyer Education and Counseling Checklist
Attachment F:	Steps to Mortgage Readiness Form (STMR)
Attachment G:	Maximum Income Affidavit
Attachment H:	A Copy of the Curriculum for HUD Certified Homebuyer Counseling Program and Education Classes and a Copy of All Related Documents and Forms

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid



or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

AWARDEE

\_\_\_\_\_

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

Witnesses:

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

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

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Resolution #:

Awardee's Fiscal Year Ending Date:

Federal ID Number:

CORPORATE SEAL

[County Signature on Following Page]

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

Juan Fernandez-Barquin,  
Clerk of the Court and Comptroller

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
Cathy Burgos  
Chief Community Services Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT "A"**

**Funding Source:** \_\_\_\_\_

**Contract Amount:** \$ \_\_\_\_\_

**Name of Counseling Agency:** \_\_\_\_\_

**Effective Term:** \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_

**SCOPE OF SERVICES**

**OBJECTIVE:** To provide homebuyer counseling and education to Miami-Dade County residents who are interested in becoming homeowners.

**TITLE OF ACTIVITY:** Homebuyer Counseling and Education

**ACTION STEPS**

1. Provide a minimum of eight (8) hours of homebuyer counseling services to individuals who are Miami-Dade County residents and are referred by and enrolled in Miami-Dade County's Homeownership Assistance Programs and are interested in becoming potential homebuyers.

A participant's income must be at least 30% and no greater than 140% of the area median income (AMI) for SHIP and Surtax funding except Housing Choice Vouchers (Section 8) participants.

A participant must reside in Miami-Dade County

Counseling Agency and its counselors must be HUD-certified to provide homebuyer counseling at all times material hereto. The absence of such certification shall disqualify Counseling Agency from any and all payments otherwise due from the County pursuant to this Agreement.

Counseling and Education workshops must be conducted by a certified counselor. Certificates issued to participants must be signed by a certified counselor.

Counseling and Education workshops must be conducted in person unless counseling agency has received written approval from HUD for different delivery method.

Counseling and Education services must include the topics:

1. Types of financing, how to find appropriate financing, fair housing practices, credit counseling, budget and money management, selecting a neighborhood, consideration of schools, employment and transportation, how to locate a home, how to negotiate a purchase price, home maintenance, and the advantages of purchasing a home in de-concentrated areas.

2. Clients must enroll for the counseling service and receive the 8-hour course education certificate within the contract term. A Maximum Income Affidavit (MIA) must be submitted for each certificate that is awarded within the contract term.

3. \_\_\_\_\_ must provide services to a minimum of \_\_\_\_\_ families or individuals.

## **FINANCIAL FITNESS**

1. Provide a minimum of four (4) hours of financial counseling services to individuals who are referred by and enrolled in Miami-Dade County's Homeownership Assistance Programs and are interested in becoming potential homebuyers who are need of financial counseling.

A participant's income must be at least 30% and no greater than 140% of the area median income (AMI) for SHIP funding and no greater than 140% of the AMI for Surtax funding except Housing Choice Vouchers (Section 8) participants.

Counseling Agency must be HUD-certified to provide homebuyer counseling at all times material hereto. The absence of such certification shall disqualify Counseling Agency from any and all payments otherwise due from the County pursuant to this Agreement.

Financial Fitness services must include the topics:

Personal financial management skills and planning; skills needed to make the most of their income; consumer scams and schemes; predatory lending practices- high-cost loans; and implement financial solutions to empower clients to avoid bankruptcy, foreclosure prevention, make informed spending choices, increase savings and assets, and reach the of homeownership.

The counseling agency will also inform all County employees that if seeking down payment or second mortgage financial assistance from Miami-Dade County, that they must obtain an Opinion from the Miami-Dade Ethics Commission.

2. Clients must enroll for the financial fitness service and receive the 4-hour course certificate within the contract term. A Maximum Income Affidavit (MIA) must be submitted for each certificate that is awarded within the contract term.

### **REPORTS, DOCUMENTATION AND PAYMENT REQUIREMENTS:**

1. The Counseling Agency shall provide a Payment Request on Counseling Agency's letterhead, which shall be submitted with the following:
  - a. A copy of the Pre- Qualification (PQ) / Pre-Approval letter (PA) letter from the PHCD Homeownership Approved Bank Lenders List County or a copy of the completed Steps to Mortgage Readiness Form (STMR).
  - b. A detailed list on a computer disk with each participant including complete address, identification number from government issued photo ID, Area Median Income (AMI) percentage range, and Neighborhood Revitalization Area (NRSA) (if applicable). A copy of each participant's government identification viewed for verifying the identity must be included.
  - c. A copy of the Maximum Income Affidavit (MIA) for participant (proof of income).
  - d. Documents for one of the following:
    - i. Homebuyer education only- no PQ/PA letter or STMR required. Payment will be in the amount of \$100 per household with an 8-hour (minimum) Certificate of Completion, MIA and photo ID within the contract period.
    - ii. Financial Fitness- Payment will be in the amount of \$250 per household with a 4-hour (minimum) Certificate of Completion, photo ID, MIA, and a household budget signed by counseling agency and participant(s).
    - iii. Homebuyer counseling process after completing education only- Payment will be in the amount of \$400 per household with PQ/PA letter from the PHCD Homeownership Approved Bank Lenders List or STMR, MIA, 8-hour (minimum) Certificate of Completion and photo ID within the contract period. When the \$100 education only has been paid.

- iv. Homebuyer education and counseling - Payment will be in the amount of \$500 per household with a PQ letter from the PHCD Homeownership Approved Bank Lenders List or STMR, 8-hour (minimum) Certificate of Completion, MIA and photo ID within the contract period.
- e. In no case will the Counseling Agency be paid more than a total of \$500 per household in this contract.
- f. Counseling Agency must provide an invoice detailing the period, number of clients counseled, and amount of payment requested.
- g. A detailed report of the year-to-date progress of contract requirements and amount of reimbursement requested for the period. (Attachment D).

Upon contract execution, the following documents must be presented:

1. Certificate of Insurance with Miami-Dade County named as the Certificate Holder:
  - Workers Compensation
  - Liability
2. Executed W-9 in name of Counseling Agency
3. A copy of US HUD certification for Counseling Agency and all Counselors
4. HUD written approval of different delivery method for conducting classes