

**SUBAWARD AGREEMENT BY AND BETWEEN  
THE CITY OF PORT ST. LUCIE, FLORIDA AND  
TREASURE COAST HOMELESS SERVICES COUNCIL, INC.  
FOR  
EMERGENCY RENTAL ASSISTANCE PROGRAM ADMINISTRATION SERVICES**

This SUBAWARD Agreement is made and entered into effective as of the 24<sup>th</sup> day of October, 2022 ("Effective Date"), by and between the **CITY OF PORT ST. LUCIE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the "CITY"), and **TREASURE COAST HOMELESS SERVICES COUNCIL, INC.**, a 501(c)(3) non-profit organization located at 2525 St. Lucie Ave Vero Beach, FL 32960 (hereinafter referred to as the "SUBRECIPIENT")(hereinafter collectively referred to as the "party" or "parties").

**RECITALS**

**WHEREAS**, the Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on January 30, 2020, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, on March 9, 2020, the Governor of the State of Florida issued Executive Order Number 20-52 declaring that a state of emergency exists in the State of Florida as a result of the spread of COVID-19 and the imminent threat to the health and welfare of the citizens of Florida; and

**WHEREAS**, on March 17, 2020, the St. Lucie County Public Safety Director declared a State of Local Emergency COVID-19 Public Health Emergency ("St. Lucie County Declaration of Emergency"); and

**WHEREAS**, on May 11, 2020, the City Council approved the "PSL COVID Emergency Rent and Mortgage Assistance Grant Program" to address the imminent threat to life, public health and safety, and widespread financial harm and potential homelessness and/or housing instability of city residents; and

**WHEREAS**, on December 27, 2020, Congress authorized funding for the Emergency Rental Assistance ("ERA1") program, under Section 501(a) of Division N, Title V, of the Consolidated Appropriations Act, 2021, through which the CITY and St. Lucie County received federal funds directly from the U.S. Department of the Treasury ("Treasury") to provide financial assistance and emergency rental assistance to eligible households through existing or newly created rental assistance programs; and

**WHEREAS**, on March 8, 2021, the City Council approved an Inter-local Agreement (ILA) between the CITY and St. Lucie County for SUBRECIPIENT to administer the ERA1 program on behalf of each entity; and

**WHEREAS**, on March 11, 2021, Congress authorized additional funding for the Emergency Rental Assistance ("ERA2") program, under Section 3201(a) of Title III, Subtitle B, of the American Rescue Plan Act ("Grant"), through which the CITY and St. Lucie County received funding directly from the Treasury; and whereby CITY received a total allocation of \$4,394,375 of which CITY expended \$1,929,036 representing forty-five (45%) percent of the total allocation of the award amount to continue financial

assistance and emergency rental assistance to eligible households plus cover costs for other affordable rental housing eviction and prevention activities; and

**WHEREAS**, CITY has a second tranche amount of \$1,232,669 representing twenty-eight (28%) percent of the federal funding from the total ERA2 total program allocation to continue provision of financial assistance and emergency rental assistance to residents of the CITY; and

**WHEREAS**, St. Lucie County has expended all of its funds for ERA1 and ERA2 program; and so, the CITY desires to enter into a separate Agreement with SUBRECIPIENT to administer the CITY's ERA2 program; and

**WHEREAS**, CITY desires to pass through the \$1,232,669 in federal funding for the ERA2 program as a subaward to SUBRECIPIENT to support the continued provision of financial assistance and emergency rental assistance services to residents of the CITY; and

**WHEREAS**, SUBRECIPIENT represents it has the expertise and experience to provide such services and desires to provide same to CITY; and

**WHEREAS**, to receive funding from CITY, SUBRECIPIENT is eligible to receive said funding and agrees to comply with all the terms and conditions of this Agreement in addition to relevant requirements imposed on the CITY by the Treasury pursuant to the Grant, and

**WHEREAS**, this Agreement is intended to be, and should be construed as, consistent with the requirements outlined in 2 CFR 200 and 2 CFR 200.331, respectively, the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in Title 2, Grants and Agreements, Part 200; and

**NOW, THEREFORE**, in consideration of the mutual promises made herein this Agreement, the sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

## **1. SCOPE OF SERVICES**

- A. SUBRECIPIENT shall assist the City in providing financial assistance and housing stability services to eligible households, in the City of Port St. Lucie, and any other jurisdictions within the County, as the City may direct. To be eligible (for ERA2), a household must be obligated to pay rent on a residential dwelling and the SUBRECIPIENT must determine that:
- i. one or more individuals within the household has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic (COVID-19);
  - ii. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
  - iii. the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437 a(b)).
- B. Financial Assistance. Financial assistance may include the payment of:
- i. Rent;

- ii. Rental arrears;
- iii. Utilities and home energy costs;
- iv. Utilities and home energy costs arrears; and
- v. Other expenses related to housing incurred due directly or indirectly, to the COVID-19.

Financial assistance shall be provided for a period not to exceed 18 months across all COVID-19 grant or assistance programs. All assistance provided should be documented as necessary to ensure housing stability for a household. All such determinations must be submitted to the City for approval prior to payment. The City's approval will be based in part on the City's confirmation of availability of funds.

- C. **Limitation on Assistance for Prospective Rent Payments.** Prospective financial assistance for rent payments shall not be provided beyond the three months referenced in subpart (B), except based on a subsequent application for additional financial assistance provided that the total months of financial assistance provided to the household does not exceed 18 months. Prospective rent payments provided under this subpart (C) may not be made without the City's pre-approval which will be based in part on the City's confirmation of availability of funds. No prospective rent payments may be committed to a household unless it has also been provided assistance under this program to reduce rental arrears.

- D. **Distribution of Financial Assistance.** In providing financial assistance for rent, rental arrears, utilities and home energy costs, and utility and home energy costs arrears, SUBRECIPIENT shall make payments to a lessor or utility provider on behalf of the eligible household. If a lessor or utility provider does not agree to accept such payment after outreach to the lessor or utility provider by the SUBRECIPIENT, the SUBRECIPIENT may make such payments directly to the eligible household for the purposes of making payments to the lessor or utility provider.

Where a payment is made to a lessor or utility provider, SUBRECIPIENT shall provide proof of payment to the eligible household for whom payment was made. Outreach to a lessor or utility provider will be considered complete if a request for participation is sent in writing, by certified mail, to the landlord or utility provider, and the addressee does not respond to the request within 21 calendar days after mailing; or, if the SUBRECIPIENT has made at least three attempts by phone or email over a 21 calendar-day period to request the landlord or utility provider's participation. All efforts must be documented.

- E. **Housing Stability Services.** SUBRECIPIENT may provide eligible households with case management and other services related to the COVID-19 outbreak intended to keep households stably housed only with written pre-approval by the City. The sum of the cost of housing stability services and administrative expenses cannot exceed ten percent of the City's ERA program allocation from Treasury.

- F. **Prioritization of Assistance.** In reviewing applications for financial assistance and housing stability services to eligible households, the SUBRECIPIENT shall prioritize consideration of the applications of an eligible household that satisfies any of the following conditions:

- i. The income of the household does not exceed 50 percent of the area median income for the household, as determined by the Secretary of the U.S. Department of Housing and Urban Development;

- ii. One or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date.

SUBRECIPIENT may, in consultation with the City, develop and implement a process for the further prioritizing of applications for financial assistance and housing stability services, including to eligible households in which one or more individuals within the household were unable to reach their place of employment or their place of employment was closed because of a public health order imposed as a direct result of the COVID-19 public health emergency.

G. Program Administration.

- i. SUBRECIPIENT shall develop and implement an application process for eligible households to request the emergency rental assistance described herein and in accordance with Section 3201.
- ii. SUBRECIPIENT shall collect and retain the following information for each household:
  - a. Address of the rental unit;
  - b. Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider;
  - c. Amount and percentage of monthly rent covered by ERA assistance;
  - d. Amount and percentage of separately-stated utility and home energy costs covered by ERA assistance;
  - e. Total amount of each type of assistance (i.e., rent, rental arrears, utilities and home energy costs, utilities, and home energy costs arrears) provided to each household;
  - f. Amount of outstanding rental arrears for each household;
  - g. Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
  - h. Household income and number of individuals in the household; and
  - i. Gender, race, and ethnicity for the primary applicant for assistance.
- iii. SUBRECIPIENT must also maintain information as to the number of applications received in order to be able to report to the City the acceptance rate of applicants for assistance.
- iv. Additional record keeping requirements may apply as Treasury issues additional ERA program guidance.
- v. SUBRECIPIENT shall establish data privacy and security requirements for the information described in subsection (ii) that:
  - a. Include appropriate measures to ensure that the privacy of the individuals and households is protected;
  - b. Provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to the City; and

- c. Provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

## 2. TERM/PERIOD OF PERFORMANCE

This Agreement shall be effective on the date of execution by the Parties and shall remain in full force and effect through September 30, 2025, unless terminated earlier in accordance with the provisions of this Agreement. The continuation of this Agreement beyond the end of the term is subject to the appropriation and availability of necessary funding from the ERA2 program.

## 3. LAWS, RULES, REGULATIONS, AND POLICIES:

- A. Performance under this Agreement is subject to the terms of the CITY's Agreement with Treasury, incorporated herein by reference and attached hereto as **Exhibit A**.
- B. SUBRECIPIENT agrees to comply with this Agreement, requirements of Section 3201 and the Treasury's ERA2 program guidance, available at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/guidance> ("Guidance"). Treasury may change existing guidance or issue new or superseding guidance. ERA2 payments may not be duplicative of any other federally funded rental assistance provided to an eligible household. It is the SUBRECIPIENT's responsibility to keep itself apprised of and adhere to programmatic requirements.
- C. SUBRECIPIENT agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance in any agreements it enters with other parties relating to this award.
- D. Federal regulations applicable to this Agreement include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- E. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VII- IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- F. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

#### 4. FUNDING AND COMPENSATION

- A. SUBRECIPIENT will receive a total compensation of One Million Dollars (\$1,000,000) as the total program budget for the ERA2 program. SUBRECIPIENT shall administer these funds subject to CITY's approval in the following manner:
- i. **Administrative Costs:** SUBRECIPIENT may use up to Fifteen percent (15%) or One-Hundred and Fifty Thousand Dollars (\$150,000) of the ERA2 program budget for administrative costs. Upon request, CITY will authorize payment for pre-program costs for an amount not to exceed Seventy-five-Thousand Dollars (\$75,000.00) to the SUBRECIPIENT to facilitate commencement of SUBRECIPIENT's services. SUBRECIPIENT may request compensation by submitting monthly invoices to the City in accordance with the Invoicing and

Drawdown Requests provisions of this Agreement. SUBRECIPIENT may use funds provided to the SUBRECIPIENT to cover both direct and indirect costs. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

- ii. **Assistance Payments:** SUBRECIPIENT shall use no less than eighty-five percent (85%) or Eight Hundred and Fifty Thousand Dollars (\$850,000) of the remaining funds for housing stability services, financial assistance payments, and emergency rental assistance payments to qualified residents for the ERA2 program as prescribed by Treasury.
- iii. **Advance Payments:** SUBRECIPIENT shall authorize payment for Emergency Rental Assistance for eligible households. SUBRECIPIENT shall not use Advance Payments for any other purposes, including for payment of compensation to SUBRECIPIENT for its provision of program administration services under this Agreement.

In accordance with this Agreement, CITY will authorize SUBRECIPIENT's request for drawdown to utilize funds to provide approved emergency rental assistance.

CITY and SUBRECIPIENT shall establish a procedure for the request and approval process, including a process for the request and provision of additional advance payments.

- B. All requests for funding drawdown or compensation must be made on or before September 30, 2025. Any unused advance payments must be returned to CITY immediately upon completion of the Scope of Work under this Agreement or the termination or expiration of this Agreement, whichever occurs first.
- C. CITY's Program Manager shall reconcile and verify all funds and compensation paid to SUBRECIPIENT under this Agreement against all rental assistance expended by SUBRECIPIENT during the period of performance. SUBRECIPIENT shall produce a final reconciliation report which must identify any funds paid in excess of the expenditures incurred and compensation earned by the SUBRECIPIENT.
- D. For the purposes of this Agreement, the term "improper payment" means or includes any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- E. If the Inspector General of the Department of the Treasury determines that CITY failed to comply with Section 3201 as a result of an act, error, or omission by SUBRECIPIENT, then SUBRECIPIENT shall pay to CITY the amount equal to the amount of funds used in violation of Section 3201. This section survives the term of this Agreement.

## 5. INVOICING AND DRAWDOWN REQUESTS

- A. All drawdown requests must be submitted with supporting information, as required by the CITY.

- B. All invoices for SUBRECIPIENT compensation must be submitted with supporting documentation to demonstrate the work performed was directly related to ERA program administration.
- C. All drawdown requests or invoices for SUBRECIPIENT compensation must be submitted to the CITY Program Manager or designee and must include a certification, signed by an authorized representative for the SUBRECIPIENT, that reads as follows:

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 001 and Title 31, Sections 3729-3730 and 3801-3812).*

- D. Drawdown approvals and invoice payments will only be made for expenditures that the CITY Program Manager provisionally determines are eligible under the ERA2 program. However, a provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the CITY for any expenditures that are later determined by the CITY or the Treasury to be ineligible.

## 6. RECORDS

- A. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
- B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the SUBRECIPIENT in order to conduct audits or other investigations.
- C. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after the period of performance.
- D. If SUBRECIPIENT is a governmental agency which is subject to the Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes), SUBRECIPIENT must comply with the Sunshine Law which provides the citizens of Florida with a right of access to governmental proceedings and mandates: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.
- E. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by SUBRECIPIENT (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.
- F. Pursuant to Florida law (specifically, but not limited to, §119.0701, Florida Statutes), SUBRECIPIENT must comply with all applicable public records laws. Specifically, SUBRECIPIENT shall:



Keep and maintain public records required by the CITY in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and section 603(c) of the Social Security Act, and the U.S. Department of the Treasury's federal financial assistance agreement with the City regarding records retention.
2. During the term of the contract, the SUBRECIPIENT shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. SUBRECIPIENT's records under this Contract include but are not limited to, supplier/subrecipient's contractors, invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The SUBRECIPIENT agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A SUBRECIPIENT who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

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 the contract term and following completion of the contract if the SUBRECIPIENT does not transfer the records to the City.

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

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871 5157  
pr@cityofpsl.com**

**7. AUDITS**

- A. In accounting for the receipt and expenditure of funds under this Agreement, SUBRECIPIENT must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- B. An audit of SUBRECIPIENT's performance under this Agreement, will use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- C. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the SUBRECIPIENT will be held liable for reimbursement to the City of all funds not spent in accordance with this Agreement within 30 days after the City has notified SUBRECIPIENT of such non-compliance.
- D. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance (2 C.F.R. Part 200).
- E. SUBRECIPIENT shall permit the CITY and Treasury and/or their designee(s) and auditors access to SUBRECIPIENT'S records and financial statements as necessary to meet the requirements of 2 CFR 200.1 (Disallowed Costs) and 2 CFR § 200, Subpart F, Audit Requirements, and Single Annual Audit provisions under the Single Audit Act of 1984 (Public Law 98-502) as amended by the Single Audit Act of 1996 (Public Law 104-156) as follows:
  - i. A SUBRECIPIENT that expends \$750,000 or more in a year in federal awards must have a single audit or program-specific audit conducted for that year. The audit must be performed in accordance with 2 C.F.R. § 200(Subpart F) Audit Requirements and other applicable federal law. This Agreement must be identified in the Schedule of Federal Financial Assistance in the subject audit. The audit report must be identified as federal funds passed through CITY and the Treasury

and include the contract number, award amount, contract period, funds received, and funds disbursed.

- ii. A complete audit report that covers any portion of the effective dates of this Agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report must include any management letters issued separately and management's written response to all findings, including audit report and management letter findings. Incomplete audit reports will not be accepted by CITY or the Treasury.
- iii. Audits must be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. SUBRECIPIENT must procure audit activities according to 2 C.F.R. § 200.509 and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.
- iv. SUBRECIPIENT must promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. SUBRECIPIENT follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.
- v. SUBRECIPIENT must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records must be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by CITY and the Treasury.
- vi. A SUBRECIPIENT that expends less than \$750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. § 200(Subpart F) for that fiscal year. In this case, written notification shall be provided to CITY and to the Treasury, or designee, that the SUBRECIPIENT is exempt. This notice must be provided to CITY and the Treasury no later than June 30 following the end of the fiscal year.
- vii. If this Agreement is closed without an audit, CITY and the Treasury reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- viii. SUBRECIPIENT should consult the Federal Audit Clearinghouse (<https://facweb.census.gov/uploadpdf.aspx>) to see examples of Single Audit submissions. SUBRECIPIENT must submit and certify their single audit reports to Federal Audit Clearinghouse "within the earlier of 30 calendar days after receipt of an auditor's report(s), or nine months after the end of the audit period" per 2 CFR 200.512(a)(1). The audit period is a grantee's fiscal year.

## 8. REPORTS

- A. SUBRECIPIENT must provide quarterly reports and a close-out report to CITY with as required by this Agreement and the Treasury Guidance which can found at <https://home.treasury.gov/system/files/136/ERA-Reporting-Guidance-v2.pdf>. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by CITY.
- B. Quarterly reports are due to CITY no later than five days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are: **March 31, June 30, September 30, and December 31**. The first quarterly report due pursuant to this agreement is due for the quarter ending December 31, 2022.
- C. The close-out report is due thirty (30) days after termination of this Agreement or thirty (30) days after completion of performance, whichever occurs first.
- D. **Drawdown Reports**: In addition to monthly and quarterly reports, SUBRECIPIENT shall provide a detailed report of all work completed, payments issued, and drawdown requests as part of CITY's requirement for drawdown requests.
- E. Upon SUBRECIPIENT's failure to submit timely and acceptable reports, CITY may withhold future payments or take such action as stated in the REMEDIES provision of this Agreement. "Acceptable to the City" means that the work product was completed in accordance with this Agreement.
- F. SUBRECIPIENT must provide additional program updates or information Upon request by the CITY.

## 9. MONITORING

In addition to audits conducted as prescribed above, monitoring procedures may include, but not be limited to, on-site visits by CITY staff, limited scope audits, or other procedures. SUBRECIPIENT agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the CITY. If the CITY determines that a limited scope audit of SUBRECIPIENT is appropriate, SUBRECIPIENT agrees to comply with any additional instructions provided by the CITY to SUBRECIPIENT regarding such audit. SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary. In addition, the CITY will monitor the performance and financial management by SUBRECIPIENT throughout the period of agreement to ensure timely completion of all tasks.

## 10. INDEMNIFICATION / LIABILITY

SUBRECIPIENT agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the CITY and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein will be construed as consent by the CITY to be sued by SUBRECIPIENT or any third parties in any matter arising out of this Agreement. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [Section 768.28, Florida Statutes](#).

## 11. DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the CITY to make further payment of funds will, if the CITY elects, terminate and the CITY has the option to exercise any of its remedies set forth in the REMEDIES provision of this Agreement. However, the CITY may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.

- A. If any warranty or representation made by SUBRECIPIENT in this Agreement or any previous agreement with the CITY is or becomes false or misleading in any respect, or if SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the CITY and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- B. If material adverse changes occur in the financial condition of SUBRECIPIENT at any time during the period of agreement, and SUBRECIPIENT fails to cure this adverse change within 30 days from the date written notice is sent by the CITY.
- C. If any reports required by this Agreement have not been submitted to the CITY or have been submitted with incorrect, incomplete, or insufficient information.
- D. If SUBRECIPIENT has failed to perform and complete on time any of its obligations under this Agreement.

## 12. REMEDIES

If an Event of Default occurs, then the CITY may, after 30 calendar days written notice to SUBRECIPIENT and upon SUBRECIPIENT's failure to cure within those 30 days, exercise any one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement, provided that SUBRECIPIENT is given at least 30 days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in the CONTACT provision of this Agreement herein;
- B. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- C. Withhold, suspend payment of all or any part of a request for payment;
- D. Require that the SUBRECIPIENT refund to the CITY any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds, which refund the CITY may satisfy by set-off.
- E. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. request additional information from SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance;
  - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
  - iii. advise SUBRECIPIENT to suspend, discontinue, or refrain from incurring costs

- iv. for any activities in question;  
require SUBRECIPIENT to reimburse the CITY for the amount of costs incurred for any items determined to be ineligible, which reimbursement the CITY may satisfy by set-off;
- F. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent the CITY from pursuing any other remedies in this Agreement provided at law or in equity. If the CITY waives any right or remedy in this Agreement or fails to insist on strict performance by SUBRECIPIENT, it will not affect, extend, or waive any other right or remedy of the CITY, or affect the later exercise of the same right or remedy by the CITY for any other default by SUBRECIPIENT.

### **13. TERMINATION FOR CAUSE AND CONVENIENCE**

- A. The CITY may terminate this Agreement for cause after 30 days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by SUBRECIPIENT to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended or as required by the Treasury.
- B. The CITY may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing SUBRECIPIENT with fifteen (15) calendar days prior written notice.
- C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- D. In the event this Agreement is terminated, SUBRECIPIENT will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. SUBRECIPIENT will cancel as many outstanding obligations as possible. CITY will pay SUBRECIPIENT for costs incurred in accordance with this Agreement and for services satisfactorily performed through the termination date. Costs incurred after receipt of the termination notice will be disallowed unless pre-approved by the CITY in writing. SUBRECIPIENT will not be relieved of liability to the CITY because of any breach of this Agreement by SUBRECIPIENT. The CITY may, to the extent authorized by law, withhold payments to SUBRECIPIENT for the purpose of set-off until the exact amount of damages due the CITY from SUBRECIPIENT is determined.

### **14. REPAYMENTS**

- A. All refunds, return of improper payments, or repayments due to the CITY under this Agreement are to be made payable to the order of "City of Port St. Lucie" and mailed directly to the following address: City of Port St. Lucie c/o Neighborhood Services Department, 121 SW PSL Blvd., Port St. Lucie, FL 34984.
- B. If a check or other draft is returned to the CITY for collection, SUBRECIPIENT shall pay the CITY fees actually incurred plus a service fee of \$25.00, if the face value of the check does not exceed \$50.00; \$30.00 if the face value exceeds \$50.00, but does not exceed

\$300.00; \$40.00, if the face value exceeds \$300.00 or five percent of the face value amount of the check (whichever is greater) pursuant to Section 125.0105, Florida Statutes.

**15. MANDATED CONDITIONS AND OTHER LAWS**

- A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by SUBRECIPIENT in this Agreement, in any later submission or response to a CITY request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the CITY and with 30 days written notice to SUBRECIPIENT, cause the termination of this Agreement and the release of the CITY from all its obligations to SUBRECIPIENT.
- B. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of St. Lucie County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- C. Any power of approval or disapproval granted to the CITY under the terms of this Agreement will survive the term of this Agreement.
- D. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a subcontractor, supplier, contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list. SUBRECIPIENT's execution of this Agreement acknowledges SUBRECIPIENT's representation that it has not been placed on the convicted vendor list. Violation of this section by SUBRECIPIENT shall result in termination of this Agreement and may cause CITY debarment.
- E. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- F. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- G. If SUBRECIPIENT is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with Section 3201 and Treasury's guidance on eligible expenses.
- H. SUBRECIPIENT understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this subaward. SUBRECIPIENT and its contractors must

disclose in writing to Treasury or CITY, as appropriate, any potential conflict of interest affecting the sub awarded funds in accordance with 2 C.F.R. § 200.112.

- I. SUBRECIPIENT understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

#### **16. LEGAL AUTHORIZATION**

SUBRECIPIENT certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind the SUBRECIPIENT to the terms of this Agreement.

#### **17. COMPLIANCE WITH THE CLEAN AIR ACT**

- A. SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (as amended 42 U.S.C. 7401, et seq).
- B. SUBRECIPIENT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- C. SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the Federal Government.

#### **18. COMPLIANCE WITH THE FEDERAL WATER POLLUTION CONTROL ACT**

- A. SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.
- B. SUBRECIPIENT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- C. SUBRECIPIENT agrees to include these requirements in each subcontract, exceeding \$150,000 financed in whole or in part with assistance provided by the Federal Government.

#### **19. SUSPENSION AND DEBARMENT**

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such SUBRECIPIENT is required to verify that none of the SUBRECIPIENT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).



- B. SUBRECIPIENT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. SUBRECIPIENT must make the required certification incorporated herein and attached as **Exhibit B**. This certification is a material representation of fact relied upon by the CITY. If it is later determined that SUBRECIPIENT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## **20. BYRD ANTI-LOBBYING AMENDMENT**

SUBRECIPIENTS must make the required certification incorporated herein and attached as **Exhibit C**. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **21. PROCUREMENT OF RECOVERED MATERIALS**

- A. In the performance of this contract, SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- B. SUBRECIPIENT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- C. SUBRECIPIENT must include the foregoing requirements in any contracts awarded by it that are funded in whole or in part with assistance provided under this Agreement.

## **22. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If SUBRECIPIENT, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321, it must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (F) of this subparagraph.

**23. E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

- A. **Effective January 1, 2021**, As required by Section 448.095(2)(a), SUBRECIPIENT and any subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The CITY, SUBRECIPIENT, or any subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. SUBRECIPIENT shall provide documentation of its compliance of this requirement to the CITY upon request.
- B. If SUBRECIPIENT enters into a contract with a subcontractor, the subcontractor must provide SUBRECIPIENT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an authorized alien. SUBRECIPIENT shall maintain a copy of such affidavit for the duration of this Agreement.
- C. The CITY will not intentionally award contracts to any SUBRECIPIENT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The CITY shall consider the employment by the SUBRECIPIENT of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The SUBRECIPIENT agrees that such violation by the SUBRECIPIENT shall be grounds for the unilateral cancellation of this Contract by the CITY.

**24. FALSE STATEMENTS**

SUBRECIPIENT understands that false statements or claims made in connection with this Agreement may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

## **25. PUBLICATIONS**

Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [ERAE0544] awarded to Treasure Coast Homeless Services Council, Inc. by the U.S. Department of the Treasury."

## **26. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## **27. INCREASING SEAT BELT USE IN THE UNITED STATES**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), SUBRECIPIENT should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

## **28. REDUCING TEXT MESSAGING WHILE DRIVING**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT should adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

## **29. CONTACT**

- A. The CITY's Program Manager will be responsible for enforcing performance of the terms and conditions of this Agreement and will serve as the CITY's liaison with SUBRECIPIENT. The Program Manager will monitor and document SUBRECIPIENT' performance. The CITY's Program Manager for this Agreement is:

Name: Alessandra "Alex" Tasca  
Title: Deputy Director, Neighborhood Services  
Telephone: 772-579-3927  
Email: [atasca@CITYofpsl.com](mailto:atasca@CITYofpsl.com)

- B. The name and address of the representative of SUBRECIPIENT responsible for the administration of this Agreement is:

Name: Rayme Nuckles  
Title: Executive Director  
Telephone: 772-567-7790  
Email: [rayme@tchelpspot.org](mailto:rayme@tchelpspot.org)

- C. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party as stated in this Agreement.

**30. NOTICE**

Any notice hereunder by one party to the other party shall be given, unless stated otherwise in this Agreement, in writing or by personal delivery, facsimile, regular mail, certified mail with proper postage, to the party at the addresses designated below. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

**FOR CITY:**

City of Port St. Lucie  
Neighborhood Services Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie Florida 34984  
Attn: ERA2 Project Manager

**With copy to:**

City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie Florida 34984  
Attn: City Attorney/Grants

**FOR SUBRECIPIENT:**

Treasure Coast Homeless Services Council, Inc.  
2525 St. Lucie Ave  
Vero Beach, FL 32960  
Attn: Rayme Nuckles, Executive Director

**31. ATTACHMENTS**

- A. All attachments to this Agreement are incorporated as if set out fully.
- B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

**32. TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**33. EXECUTION**

This Agreement may be executed in any number of counterparts, any one of which maybe taken as an original.

**34. MODIFICATION**

This agreement may not be modified, except by written agreement of the parties. Any changes, modifications, revisions or amendments to this Agreement that are mutually agreed upon by and between the Parties, shall be incorporated by written instrument and effective when executed and signed by all Parties to this Agreement.

**35. MISCELLANEOUS**

- A. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties.
- B. Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- C. Each provision of the Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- D. This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Florida.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this 24<sup>TH</sup> day of October 2022.

WITNESSES:

- (1) Ben Alby
- (2) Alessandra Fusca

TREASURE COAST HOMELESS SERVICES COUNCIL, INC.

BY: [Signature]

TITLE: Executive Director

DATE: 10-24-22

ATTEST:

[Signature]

Sally Walsh, City Clerk

CITY OF PORT ST. LUCIE, FLORIDA

BY: [Signature]

Shannon M. Martin, Mayor

DATE: 10/24/2022



APPROVED AS TO FORM AND SUFFICIENCY:

BY: [Signature]  
James D. Stokes, City Attorney

**Exhibit A - U.S. Department of Treasury  
Emergency Rental Assistance Award Terms**

OMB Approved No.: 1505-0270  
Expiration Date: 10/31/2021

**U.S. DEPARTMENT OF THE TREASURY**  
**EMERGENCY RENTAL ASSISTANCE**

Eligible grantee name and address: City of Port St. Lucie 121 SW Port St. Lucie Blvd Port St. Lucie, Florida, 34984	DUNS Number: 025204173 Taxpayer Identification Number: 596141662 Assistance Listing Number and Title: 21.023-Emergency Rental Assistance Program
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Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

The eligible grantee hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:

  
6EBF0BFE65E246F...

Authorized Representative Signature (above)


[To be signed by chief executive officer if recipient is a local government.]

Authorized Representative Name: Jeffery Snyder

Authorized Representative Title: Chief Financial Officer

Date Signed: 6/23/2021

U.S. Department of the Treasury:

  
Authorized Representative: Jacob Leibenluft

Title: Chief Recovery Officer

Date: 6/28/2021

**PAPERWORK REDUCTION ACT NOTICE:** The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**PRIVACY ACT STATEMENT**

**AUTHORITY:** Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.

**PURPOSE:** Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.

**ROUTINE USES:** The information you furnish may be shared in accordance with the routine uses outlined in the Treasury's system of records notice, Treasury .017 - Correspondence and Contact Information, which can be found at 81 FR 78266 (Nov. 7, 2016).

**DISCLOSURE:** Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary, however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.



OMB Approved No.: 1505-0270  
Expiration Date: 10/31/2021

**U.S. DEPARTMENT OF THE TREASURY**  
**EMERGENCY RENTAL ASSISTANCE**  
**AWARD TERMS AND CONDITIONS**

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“Section 3201”) and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the “Guidance”).
2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.
4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
5. Administrative costs.
  - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
  - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.
6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
  - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after the period of performance.
8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

14. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

The Grantee and the undersigned acknowledge that any materially false, fictitious, or fraudulent statement or representation (or concealment or omission of material fact) in this submission may be the subject of criminal prosecution under the False Statements Accountability Act of 1996, as amended (18 U.S.C. § 1001), and also may subject the Grantee and the undersigned to civil penalties and/or administrative remedies for false claims or otherwise.

**GRANTEE**

Grantee Name: City of Port St. Lucie

By (Signature): 

Name: Stephen Okiye

Title: Interim Financial Officer

Date: 9/14/2022

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is [X] hours per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No.: 1505-0270

Expiration Date: 10/31/2021

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Port St. Lucie (hereinafter referred to as “the Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.

OMB Approved No.: 1505-0270

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3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

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- 8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
- 9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
- 10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Port St. Lucie

9/14/2022

Recipient

Date

DocuSigned by:

*Stephen Okie*

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**Exhibit B - Certification Regarding Debarment, Suspension  
and Other Responsibility Matters**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the SUBRECIPIENT (referred to herein as the "prospective lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Treasure Coast Homeless Services Council, Inc.

Contract Number

Rayne L Nuecker

Name

Executive Director

Title

Signature

16-24-22

Date

### Exhibit C - Certification Regarding Lobbying

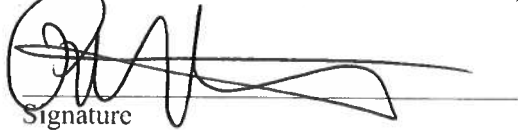
#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Treasure Coast Homeless Services Council, Inc.

  
Signature

Executive Director  
Title

Rayme L Nuckler  
Printed Name

10-24-22  
Date