

HOME INVESTMENT PARTNERSHIP PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered this ____ day of _____, 20____ by and between the St. Lucie County Board of County Commissioners (herein called the “Participating Jurisdiction”) and the Martin County Board of County Commissioners (herein called the “Consortium Member”).

WHEREAS, in 2007, the Parties entered into an Interlocal Agreement approved by the St. Lucie County Board of County Commissioners on June 7, 2007, providing for the Consortium Members inclusion in the Treasure Coast HOME Consortium (“HOME Consortium”), and providing for the Participating Jurisdiction to be the lead entity to carry out the objectives of the HOME Investment Partnerships Program on behalf of all of its members; said Interlocal Agreement is incorporated herein by reference; and

WHEREAS, in 2018, the Parties amended the Interlocal Agreement to add Port St. Lucie, Fellsmere, and the Village of Indiantown as members of the Consortium.

WHEREAS, the Participating Jurisdiction as the lead entity for the HOME Consortium is the recipient of HOME Investment Partnerships Program funding (“HOME Funds”) from the U.S. Department of Housing and Urban Development (“HUD”) pursuant to the HOME Investment Partnerships Act (“HOME Act”) at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set for in 24 CFR Part 92 for all members of the HOME Consortium, and Participating Jurisdiction desires to allocate a portion of the HOME funds to the Consortium Member; and

WHEREAS, the Participating Jurisdiction is required to enter into this agreement with the Consortium Member to perform HOME eligible housing rehabilitation activities within unincorporated Martin County, and

THEREFORE, in consideration of the mutual terms set forth in herein, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

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

- 1.1 Agreement - This document, Articles 1 through 10, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 Board - The Board of County Commissioners of St. Lucie County, Florida.
- 1.3 CFR - The Code of Federal Regulations is the codification of rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

- 1.4 Committed funds - The term shall mean "Commitment" as defined under 24 CFR Part 92.2.
- 1.5 Contract Administrator - The Contract Administrator for the PARTICIPATING JURISDICTION is the Housing Manager of the Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Consortium Members designated representative, and to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Project.
- 1.6 PARTICIPATING JURISDICTION Administrator - The administrative head of the PARTICIPATING JURISDICTION appointed by the Board.
- 1.7 PARTICIPATING JURISDICTION Attorney - The chief legal counsel for the PARTICIPATING JURISDICTION appointed by the Board.
- 1.8 Division - St. Lucie County
- 1.9 HOME or HOME Program - The HOME Investment Partnerships Program pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C. 1271 et seq.), with implementing rules and regulations set forth in 24 CFR Part 92.
- 1.10 HOME Funds - The HOME Investment Partnerships grant funding provided to Consortium Member under this Agreement.
- 1.11 HUD - The United States Department of Housing and Urban Development.
- 1.12 Income Eligible Household - Low-income households described in 24 CFR Part 92.2, consisting of families as defined in 24 CFR Part 5.403, with an annual anticipated gross income that does not exceed eighty percent (80%) of the median annual income for the area, as determined by HUD, with adjustments for family size for households within the metropolitan statistical area for Port Saint Lucie.
- 1.13 Project - The Project consists of the services described in Article 3.
- 1.14 Project Completion - A project is considered complete when it meets certain conditions, including: construction completion, property standards met, funds disbursed and final draw down, completion information entered into IDIS all required reports, and documentation required by the PARTICIPATING JURISDICTION.
- 1.15 Property - The properties assisted with HOME Funds under this Agreement.

- 1.16 Rules and Regulations of HUD - The rules and regulations of HUD including, but not limited to, 24 CFR Part 92, "HOME Investment Partnerships Program"; Fair Housing Act, 42 U.S.C. 3601 et seq.; Section 301 of the Housing and Urban-Rural Recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, the applicable provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards"; 24 CFR Part 91 "Consolidated Submissions for Community Planning and Development Programs" and any Executive Orders issued by the Federal Government, or any final rule changes set forth in the Federal Register, impacting the HOME Program; as amended from time to time, and which are incorporated herein by reference.

ARTICLE 2-SUMMARY

- 2.1 Pursuant to 24 CFR Part 92, HUD allocates HOME funds by formula among eligible state and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing for low-income households.
- 2.2 Pursuant to 24 CFR Part 92-105, the Participating Jurisdiction has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the Consolidated Plan submitted to and approved by HUD in accordance with 24 CFR Part 91. The Participating Jurisdiction may use HOME funding to carry out multi-year housing strategies through homebuyer activities and purchase assistance, rehabilitation, new housing construction, and tenant-based rental assistance.
- 2.3 Under the Rules and Regulations of HUD, PARTICIPATING JURISDICTION is the administrator for the Program and is mandated to comply with all applicable statutes, codes, rules, and regulations of the United States as to the allocation and expenditure of HOME Funds as well as protecting the interests of certain classes of individuals who reside in PARTICIPATING JURISDICTION.
- 2.4 PARTICIPATING JURISDICTION desires to disburse HOME Funds to CONSORTIUM MEMBER and has obtained assurances from CONSORTIUM MEMBER that it will comply with all applicable statutes, codes, rules, and regulations of the United States, the Rules and Regulations of HUD, the State of Florida, and PARTICIPATING JURISDICTION relating to the Project and the Program, as a condition precedent to the release of such HOME Funds to CONSORTIUM MEMBER.
- 2.5 PARTICIPATING JURISDICTION shall conduct all programs and activities relating to housing and community development in a manner that affirmatively furthers fair housing. PARTICIPATING JURISDICTION shall fund only sub recipients who have taken steps to promote fair housing.
- 2.6 In accordance with 2 CFR Part 2400.101, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 CFR Part 200 are applicable to the HOME Funds provided by PARTICIPATING JURISDICTION

under this Agreement. In accordance with 2 CFR Part 200.101(b) (3), with the exception of the requirements set forth in 2 CFR Part 200, Subpart F, Audit Requirements, in the event any of the provisions of Federal statutes or regulations relating to the HOME Program differ from the provisions set forth in 2 CFR Part 200, the provision of the Federal statutes or regulations shall govern.

- 2.7 This Agreement is subject to the availability of funds as more specifically described in Articles 3.

ARTICLE 3 - PROJECT

- 3.1 CONSORTIUM MEMBER shall provide housing rehabilitation activities for Income Eligible Households as outlined in Exhibit "D," Project Description.
- 3.2 CONSORTIUM MEMBER shall comply with Exhibit "A," Costs/Budget for Project, and Exhibit "B," Timetable/Schedule for Project. In the event CONSORTIUM MEMBER fails to maintain the implementation schedule within ninety (90) days of the deadlines identified in Exhibit "B". PARTICIPATING JURISDICTION may terminate this Agreement in accordance with Article 9 and may transfer all uncommitted and unexpended funds to the contingency account or be reprogrammed by PARTICIPATING JURISDICTION consistent with the Rules and Regulations of HUD for the HOME Program.
- 3.3 The Division may issue a Stop Order to CONSORTIUM MEMBER which shall halt all work on the Project in the event the work is not being performed according to the terms of this Agreement or when, in the Division Manager's judgment, CONSORTIUM MEMBER, or any of its Subcontractors, have violated federal guidelines and regulations, or the terms of this Agreement.
- 3.4 The Division will carry out periodic monitoring and evaluation activities as determined necessary by the Division. Upon request, CONSORTIUM MEMBER shall furnish to the Division Manager, PARTICIPATING JURISDICTION, or their designees, such records and information related to the Project as is determined necessary by the Division Manager or PARTICIPATING JURISDICTION. CONSORTIUM MEMBER shall submit upon the request of the Division Manager, information and status reports required by the Division, PARTICIPATING JURISDICTION, or HUD on forms approved by the Division Manager.
- 3.5 CONSORTIUM MEMBER shall meet with PARTICIPATING JURISDICTION at reasonable times and with reasonable notice to discuss the Project.
- 3.6 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. CONSORTIUM MEMBER shall furnish to PARTICIPATING JURISDICTION any information PARTICIPATING JURISDICTION requests for preparation of reports required under the Rules and Regulations of HUD, specifically 2

CFR Part 200 and 24 CFR Part 92 including, but not limited to, the Consolidated Plan and the Annual Performance Report.

- 3.7 CONSORTIUM MEMBER shall use its own procurement procedures for the procurement of property and services, which shall reflect applicable state and local laws and regulations; and all procurement shall conform to applicable federal law and the applicable Procurement Standards set forth in 2 CFR Part 200, Subpart D.
- 3.8 CONSORTIUM MEMBER shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 CFR Part 92.214(b)(1).
- 3.9 CONSORTIUM MEMBER shall ensure that the recapture and affordability restrictions set forth in 24 CFR Part 92.254 are enforced by requiring each Income Eligible Household to execute a Mortgage and Promissory Note in favor of PARTICIPATING JURISDICTION.

ARTICLE 4 - FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

- 4.1 The maximum amount of HOME Funds payable by PARTICIPATING JURISDICTION under this Agreement shall be set forth in the applicable categories below:

Check applicable category (ies):

☒ Regular HOME Dollars - \$25,000

- 4.2 PARTICIPATING JURISDICTION shall reimburse CONSORTIUM MEMBER for the Project expenses incurred as provided in Exhibit "A," Project Budget, provided a suspension of payment as provided in this Agreement has not occurred, and provided further that CONSORTIUM MEMBER complies with the procedures for invoices and payments as set forth in this Article. At no time shall PARTICIPATING JURISDICTION distribute HOME Funds to CONSORTIUM MEMBER if it has not provided the required deliverables. In the event HUD reduces the HOME funding allocation to the HOME Consortium, PARTICIPATING JURISDICTION shall reduce CONSORTIUM MEMBER's allocation proportionately.
- 4.3 CONSORTIUM MEMBER shall invoice PARTICIPATING JURISDICTION upon issuance of the Certificate of Occupancy for the unit being constructed in accordance with 24 CFR Part 92.206, on the following basis:
 - 4.3.1 CONSORTIUM MEMBER shall submit to PARTICIPATING JURISDICTION a line item invoice that clearly identifies the projects costs for which it is invoicing.
 - 4.3.2 CONSORTIUM MEMBER shall submit to PARTICIPATING JURISDICTION a certified copy of all Subcontractor invoices for the Project indicating the services, work, activities, or materials for which it is invoicing.

- 4.3.3 CONSORTIUM MEMBER shall submit to PARTICIPATING JURISDICTION proof of payment such as canceled checks made out to the Subcontractor for the Project indicating the services, work, activities, or materials for which it is invoicing.
 - 4.3.4 CONSORTIUM MEMBER's administrator or the administrator's authorized representative shall certify that the services, work, activities, or materials being invoiced has been received or completed.
- 4.4 Following receipt of invoices and supporting documentation, as described in Section 4.5, the Division shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. A failure by CONSORTIUM MEMBER to provide all invoices and supporting documentation necessary to process payment requests within a reasonable time may result in PARTICIPATING JURISDICTION denying payment of such request. Upon determination by the Division that the items invoiced have been received or completed, the Division shall make payment to CONSORTIUM MEMBER the amount it determines to be payable.
- 4.5 PARTICIPATING JURISDICTION shall pay CONSORTIUM MEMBER within thirty (30) calendar days from receipt of CONSORTIUM MEMBER's Request for Payment for reimbursement of eligible Project expenses. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSORTIUM MEMBER to comply with any term, condition, or requirement of this Agreement.
- 4.6 CONSORTIUM MEMBER shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of PARTICIPATING JURISDICTION. CONSORTIUM MEMBER shall ensure there is an expenditure of HOME Funds within twelve (12) months of execution of this Agreement by the Parties, and thereafter, every ninety (90) days, wherever possible.
- 4.7 PARTICIPATING JURISDICTION may suspend payment under this Agreement for any of the following events:
 - 4.7.1 Ineligible use of HOME Funds.
 - 4.7.2 Failure to comply with the terms of this Agreement.
 - 4.7.3 Failure to submit reports as required, including a favorable audit report.
 - 4.7.4 Submittal of incorrect or incomplete reports in any material respect; and
 - 4.7.5 Failure to comply with the indemnification obligations under this Agreement.

- 4.8 In the event PARTICIPATING JURISDICTION elects to withhold payment to CONSORTIUM MEMBER pursuant to Section 4, PARTICIPATING JURISDICTION shall specify the action(s) that must be taken by CONSORTIUM MEMBER as a condition precedent to resumption of payments and should specify a reasonable date for compliance.
- 4.9 CONSORTIUM MEMBER shall not request disbursement of HOME Funds under this Agreement until the HOME Funds are needed for the payment of eligible costs under 24 CFR Part 92.206, as applicable to the Project under this Agreement. Any requests by CONSORTIUM MEMBER for disbursement of HOME Funds under this Agreement for the payment of eligible costs shall be requested from PARTICIPATING JURISDICTION utilizing the Request for Payment Form set forth in Exhibit "C".
- 4.10 If applicable, any Program Income, repayments, or recaptured funds, as described in 24 CFR Part 92.503, hereinafter collectively referred to as ("Program Income"), received by CONSORTIUM MEMBER derived from the Project, after the effective date of this Agreement, which was generated under this Agreement, or any prior fiscal year HOME funding agreement with PARTICIPATING JURISDICTION, shall be returned to PARTICIPATING JURISDICTION in accordance with the rules and regulations set forth in 24 CFR Part 92.503 relating to Program Income under the HOME Program.
- 4.11 Payments to CONSORTIUM MEMBER shall be sent to:
- Martin County Board of County Commissioner
2401 SE Monterey Road
Stuart, FL 34996
Attn: Housing
- 4.12 Any documentation required under this Agreement shall be furnished to PARTICIPATING JURISDICTION at the following address:
- Jennifer Hance, Housing Manager
St. Lucie County Community Services-Housing Division
437 N. 7th Street
Fort Pierce, FL 34950
- 4.13 At the sole discretion of the Housing Manager, unexpended HOME Funds not provided to or reimbursed to CONSORTIUM MEMBER under the terms of this Agreement may be reallocated by PARTICIPATING JURISDICTION to other HOME Program projects as outlined in the Consolidated Plan and/or Action Plan.
- 4.14 Any HOME Funds paid to CONSORTIUM MEMBER in excess of the amount to which CONSORTIUM MEMBER is finally determined to be entitled to under this Agreement shall be repaid to PARTICIPATING JURISDICTION within 30 days from demand, and

if not paid, PARTICIPATING JURISDICTION may reduce the debt by making an administrative offset against other requests for reimbursements.

- 4.15 Subcontractors. CONSORTIUM MEMBER shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to PARTICIPATING JURISDICTION with no markup. All Subcontractor fees shall be billed in the actual amount paid by CONSORTIUM MEMBER.
- 4.16 Notwithstanding any provision of this Agreement to the contrary, PARTICIPATING JURISDICTION shall not be required to reimburse CONSORTIUM MEMBER any HOME Funds under this Agreement, if PARTICIPATING JURISDICTION is not able to obtain such funding from HUD for the payment of these costs, and PARTICIPATING JURISDICTION may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by PARTICIPATING JURISDICTION.
- 4.17 Notwithstanding any provision in this Agreement to the contrary, in the event PARTICIPATING JURISDICTION is required to repay HUD any HOME funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 CFR Part 92, or any other applicable Rules and Regulations of HUD, CONSORTIUM MEMBER may be required to repay PARTICIPATING JURISDICTION such HOME Funds in accordance with the repayment provisions set forth in Section 8.5 of this Agreement.

ARTICLE 5 - LIABILITY AND INDEMNIFICATION

- 5.1 CONSORTIUM MEMBER is a state agency under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 5.2 In the event CONSORTIUM MEMBER contracts with a Subcontractor to perform any work or activities for the Project, any contract with such Subcontractor shall include the following provisions, in substantially the form provided below:
 - 5.2.1 To the fullest extent permitted by law, Contractor shall at all times hereafter indemnify, hold harmless and defend St. Lucie County and all of the St. Lucie County's current and former officers, agents, servants, and employees (collectively "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is

caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of, Contractor, its current or former officers, employees, agents, or servants, arising from, resulting to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from St. Lucie County, defend each Indemnified Party against each such Claim by counsel satisfactory to St. Lucie County, or at St. Lucie County's option, pay for an attorney selected by the Participating Jurisdiction Attorney to defend the Indemnified Party. The obligations of this section shall expiration or earlier termination of this Agreement.

ARTICLE 6- ASSURANCES AND CERTIFICATIONS

- 6.1 CONSORTIUM MEMBER shall comply with all applicable federal, state, and Participating Jurisdiction laws, ordinances, codes, and regulations relating to the use of HOME Funds including, but not limited to, the Rules and Regulations of HUD, and requirements which may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or Participating Jurisdiction regulations and this Agreement shall be resolved in favor of the more restrictive regulations.
- 6.2 CONSORTIUM MEMBER certifies, to the best of its knowledge and belief, that:
 - 6.2.1 No federal appropriated funds have been paid or will be paid, by or on behalf of CONSORTIUM MEMBER, 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 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.
 - 6.2.2 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 Agreement, CONSORTIUM MEMBER shall complete and submit to PARTICIPATING JURISDICTION Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 CFR Part 87, in accordance with its instructions.
- 6.3 CONSORTIUM MEMBER shall comply with the requirements set forth in 24 CFR Subtitle A, Part 92 and 24 CFR Part 5, as applicable to the Project, including, but not limited to, the following:
 - 6.3.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 CFR Part 1, which prohibit discrimination of

persons on the basis of race, color, or national origin, including, but not limited to, exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which CONSORTIUM MEMBER receives federal financial assistance.

- 6.3.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR Part 100 et seq., which prohibits discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices.
- 6.3.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 4 CFR Part 107.
- 6.3.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations set forth in 24 CFR Part 146, which prohibit discrimination of persons on the basis of age under any program, or activity for which CONSORTIUM MEMBER receives federal financial assistance.
- 6.3.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations set forth in 24 CFR Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which CONSORTIUM MEMBER receives financial federal assistance.
- 6.3.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 CFR Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons, as applicable.
- 6.3.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibit discrimination of individuals on the basis of race, color, sex, national origin, religion, or age.
- 6.3.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations set forth in 24 CFR Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low and very low-income persons. [See also Section 7.10 below, if applicable.]
- 6.3.9 24 CFR Part 92.354, Labor, and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing and requires contracts to be subject to the overtime provisions, as

applicable, set forth in the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).

- 6.3.10 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations and restrictions on lobbying set forth in 24 CFR Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 6.3.11 The prohibitions set forth in 2 CFR Parts 180 and 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 6.3.12 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.), and the implementing regulations set forth in 2 CFR Part 2429.
- 6.3.13 CONSORTIUM MEMBER shall comply with the applicable requirements under 24 CFR Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA") (Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part the following: Notification of Occupancy Rights to applicants for housing and tenants, in accordance with 24 CFR Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 CFR Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without undue procedural constraints, in accordance with 24 CFR Part 5.2005(e) and 24 CFR Part 92, Subpart H, 92.359, as applicable.
- 6.3.14 CONSORTIUM MEMBER shall comply with the recordkeeping and reporting requirements under this Agreement and 24 CFR Parts 5.168, 91.520(e), and 92.508, as applicable, to enable PARTICIPATING JURISDICTION to comply with its recordkeeping and reporting requirements set forth in 24 CFR Parts 92.508 and 2 CFR Part 200.
- 6.3.15 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, CONSORTIUM MEMBER shall provide PARTICIPATING JURISDICTION, HUD, and the United States Comptroller General, through any of their duly authorized representatives, access to any books, documents, papers, and records of CONSORTIUM MEMBER, or its Subcontractors providing Project services under this Agreement, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access granted under this Section 7.9 shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

6.3.16 CONSORTIUM MEMBER shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. CONSORTIUM MEMBER shall comply with 24 CFR Part 135.34, relating to preferences for Section 3 residents in training and employment opportunities, 24 CFR Part 135.3(a)(3)(ii)), relating to applicability and thresholds for Section 3 covered housing and community development assistance, 24 CFR 135.34(2), relating to preference for Section 3 residents in training and employment opportunities, and 24 CFR 135.36(a)(2), relating to preferences for Section 3 business concerns in contracting opportunities, as applicable. In the event CONSORTIUM MEMBER enters into an agreement with a Subcontractor to perform any services under this Agreement in excess of \$100,000, CONSORTIUM MEMBER must include the Section 3 clause found at 24 CFR Part 135.38 verbatim in all Section 3 covered contracts, requests for proposals, and any other solicitations.

ARTICLE 7 - FINANCIAL RESPONSIBILITY

- 7.1 CONSORTIUM MEMBER shall comply with the requirements, standards, and the applicable provisions set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards."
- 7.2 CONSORTIUM MEMBER shall comply with the audit requirements set forth in 2 CFR Part 200, Subpart F, "Audit Requirements," and any revisions, as applicable. The audit required under 2 CFR Part 200 must be filed with PARTICIPATING JURISDICTION within one hundred twenty (120) days after the close of the fiscal year of CONSORTIUM MEMBER. All HOME Funds provided by PARTICIPATING JURISDICTION should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.
- 7.3 CONSORTIUM MEMBER shall use HOME Funds provided by PARTICIPATING JURISDICTION only for eligible Project activities specifically outlined in this Agreement.
- 7.4 In addition to PARTICIPATING JURISDICTION's right to terminate this Agreement in accordance with Article 9, CONSORTIUM MEMBER shall be required to repay to PARTICIPATING JURISDICTION, in PARTICIPATING JURISDICTION's sole discretion, any HOME Funds determined by PARTICIPATING JURISDICTION to be ineligible for reimbursement under the terms of this Agreement including, but not limited to, in the following events:
 - 7.4.1 Use of any HOME Funds for ineligible Project expenses or activities, including any over payments by PARTICIPATING JURISDICTION.

- 7.4.2 Any HOME Funds expended by CONSORTIUM MEMBER, or any of its Subcontractors, in violation of this Agreement.
- 7.5 In the event CONSORTIUM MEMBER is required to repay PARTICIPATING JURISDICTION any HOME Funds pursuant to this Section 8.4 CONSORTIUM MEMBER shall repay such funds from nonfederal resources within thirty (30) days of notice provided by PARTICIPATING JURISDICTION, and if not paid, PARTICIPATING JURISDICTION may, in its sole discretion, elect to withhold payment on any subsequent request for payment by CONSORTIUM MEMBER, or reduce CONSORTIUM MEMBER's obligation to repay PARTICIPATING JURISDICTION by making an administrative offset against any request for payment. PARTICIPATING JURISDICTION, in its sole discretion, may reallocate any funds CONSORTIUM MEMBER repays to PARTICIPATING JURISDICTION pursuant to the terms of this Agreement to other eligible HOME projects. This provision shall survive the expiration or earlier termination of this Agreement.
- 7.6 CONSORTIUM MEMBER shall disclose to PARTICIPATING JURISDICTION any and all third-party funding, whether public or private, for the Project. No PARTICIPATING JURISDICTION funding shall be used to replace existing third party funding.
- 7.7 Reversion of Assets. Upon expiration or earlier termination of this Agreement, CONSORTIUM MEMBER shall transfer to PARTICIPATING JURISDICTION any HOME Funds, Program Income, repayments, and recaptured funds on hand at the time of expiration or earlier termination, and any accounts receivable attributable to the use of HOME Funds.

ARTICLE 8 - TERM OF AGREEMENT

- 8.1 The term of this Agreement shall commence retroactively to October 1, 2017, and shall end December 30, 2021, as further described in Exhibit "B," Timetable/Schedule for Project, unless terminated earlier or extended pursuant to the terms of this Agreement. According to the HUD 2013 Final HOME Rule, CONSORTIUM MEMBER must have committed funds by December 31, 2021. CONSORTIUM MEMBER shall expend the HOME Funds allocated to the Project within the term of this Agreement. CONSORTIUM MEMBER may submit a written request for an extension to the term of this Agreement to the Housing Manager no less than sixty (60) days prior to the expiration date. In the event the Housing Manager approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.18.

ARTICLE 9 - TERMINATION

- 9.1 This Agreement is subject to the availability of HOME funding from HUD. In the event HUD terminates, suspends, discontinues, or substantially reduces the HOME funding for the Project activity under this Agreement, PARTICIPATING JURISDICTION may

terminate this Agreement upon CONSORTIUM MEMBER's receipt from PARTICIPATING JURISDICTION of no less than Twenty-four (24) hours' notice. PARTICIPATING JURISDICTION shall be the final authority as to the availability of HOME Funds.

9.2 Termination for Cause.

9.2.1 This Agreement may be terminated for cause by PARTICIPATING JURISDICTION, at the discretion of and through the Participating Jurisdiction Administrator, if CONSORTIUM MEMBER fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from PARTICIPATING JURISDICTION identifying the breach. Any notice of termination provided by PARTICIPATING JURISDICTION pursuant to this Section 10.2.1 shall also provide CONSORTIUM MEMBER with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. CONSORTIUM MEMBER shall file an appeal within five (5) days of receipt of PARTICIPATING JURISDICTION's notice of termination.

9.2.2 Termination for cause by PARTICIPATING JURISDICTION may include, but is not limited to, CONSORTIUM MEMBER's failure to commence work on the Project, as set forth in Exhibit "B," Timetable/Schedule for Project, within ninety (90) days from the date of complete execution of this Agreement by the Parties, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives under this Agreement, failure to repay PARTICIPATING JURISDICTION as provided in Section 8.5, or contracting with a Subcontractor to provide any Project services under this Agreement who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 CFR Part 2424. The Agreement may also be terminated for cause if CONSORTIUM MEMBER is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if CONSORTIUM MEMBER provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

9.2.3 In the event this Agreement is terminated by PARTICIPATING JURISDICTION for cause, CONSORTIUM MEMBER shall repay to PARTICIPATING JURISDICTION any HOME Funds determined by PARTICIPATING JURISDICTION to be due in accordance with Section 8.5. PARTICIPATING JURISDICTION may, in its sole discretion, reduce CONSORTIUM MEMBER's obligation to repay PARTICIPATING JURISDICTION by making an administrative offset against any requests by CONSORTIUM MEMBER for payment up to the effective date of termination as provided in Section 10.4.

- 9.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. Termination for convenience for PARTICIPATING JURISDICTION shall be by the Board. This Agreement may also be terminated by the Participating Jurisdiction Administrator upon such notice as the Participating Jurisdiction Administrator deems appropriate under the circumstances in the event the Participating Jurisdiction Administrator determines that termination is necessary to protect the public health, safety, or welfare. If PARTICIPATING JURISDICTION erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 9.4 In the event this Agreement is terminated for any reason, PARTICIPATING JURISDICTION will reimburse CONSORTIUM MEMBER upon receipt of a Request for Payment for documented and committed eligible Project expenses in accordance with the terms of this Agreement and Exhibit "A," Costs/Budget for Project, incurred by CONSORTIUM MEMBER prior to the effective date of termination of this Agreement. For purposes of this Agreement, documented and committed eligible Project expenses means any verifiable committed expense including, but not limited to, a Purchase Order for payment of materials and supplies, executed by CONSORTIUM MEMBER or a Subcontractor on CONSORTIUM MEMBER's behalf, for Project activities under this Agreement. However, CONSORTIUM MEMBER shall not encumber any HOME Funds under this Agreement after either party provides written notice of termination to the other party. Any payment by PARTICIPATING JURISDICTION pursuant to this Section 10.4 is subject to the repayment provisions in Section 8.5.
- 9.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the Participating Jurisdiction Administrator, which the Participating Jurisdiction Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 9.6 In the event CONSORTIUM MEMBER elects to terminate this Agreement or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 CFR Part 92, Subpart C, CONSORTIUM MEMBER shall not be entitled to receive any unused portion of the HOME funding allocated to CONSORTIUM MEMBER.
- 9.7 In the event this Agreement is terminated for any reason, any amounts due CONSORTIUM MEMBER shall be withheld by PARTICIPATING JURISDICTION until all documents are provided to PARTICIPATING JURISDICTION pursuant to Section 9.4 of Article 9.

ARTICLE 10 - MISCELLANEOUS

10.1 EQUAL EMPLOYMENT OPPORTUNITY

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

CONSORTIUM MEMBER shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26.

Failure by CONSORTIUM MEMBER to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit PARTICIPATING JURISDICTION to terminate this Agreement or to exercise any other remedy provided under this Agreement, Participating Jurisdiction Code of Ordinances, or under other applicable law, all such remedies being cumulative.

By execution of this Agreement, CONSORTIUM MEMBER represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. PARTICIPATING JURISDICTION hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle PARTICIPATING JURISDICTION to terminate this Agreement and recover from CONSORTIUM MEMBER all monies paid by PARTICIPATING JURISDICTION pursuant to this Agreement, and may result in debarment from PARTICIPATING JURISDICTION's competitive procurement activities.

10.2 PUBLIC RECORDS

CONSORTIUM MEMBER shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

IF CONSORTIUM MEMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSORTIUM MEMBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRIGNIA AVENUE, FORT PIERCE, FL 34982.

10.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

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

In accordance with the minimum required retention period set forth in 24 CFR Part 92.508, related to recordkeeping, CONSORTIUM MEMBER and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by PARTICIPATING JURISDICTION, all financial records, supporting documents, statistical records, and any other documents pertinent to the completion/close-out of the funding period associated with the term of this Agreement, or until resolution of any audit findings, whichever is longer. PARTICIPATING JURISDICTION audits and inspections pursuant to this section may be performed by any PARTICIPATING JURISDICTION representative (including any outside representative engaged by PARTICIPATING JURISDICTION). PARTICIPATING JURISDICTION reserves the right to conduct such audit or review at CONSORTIUM MEMBER's place of business, if deemed appropriate by PARTICIPATING JURISDICTION, with seventy-two (72) hours' advance written notice. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for PARTICIPATING JURISDICTION's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to PARTICIPATING JURISDICTION of any nature by CONSORTIUM MEMBER in excess of five percent (5%) of the total contract billings reviewed by PARTICIPATING JURISDICTION, the reasonable actual cost of PARTICIPATING JURISDICTION's audit shall be reimbursed to PARTICIPATING JURISDICTION by CONSORTIUM MEMBER in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of PARTICIPATING JURISDICTION's findings to CONSORTIUM MEMBER. CONSORTIUM MEMBER shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

10.4 TRUTH-IN-NEGOTIATION REPRESENTATION

CONSORTIUM MEMBER's compensation under this Agreement is based upon representations supplied to PARTICIPATING JURISDICTION by CONSORTIUM MEMBER, and CONSORTIUM MEMBER certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. PARTICIPATING JURISDICTION shall be entitled to recover any damages it incurs to the extent such representation is untrue.

10.5 PUBLIC ENTITY CRIME ACT

CONSORTIUM MEMBER represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CONSORTIUM MEMBER further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSORTIUM MEMBER has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, PARTICIPATING JURISDICTION shall have the right to immediately terminate this Agreement and recover all HOME Funds paid to CONSORTIUM MEMBER under this Agreement.

10.6 INDEPENDENT CONTRACTOR

CONSORTIUM MEMBER is an independent contractor under this Agreement. In providing services under this Agreement, neither CONSORTIUM MEMBER nor its agents shall act as officers, employees, or agents of PARTICIPATING JURISDICTION. CONSORTIUM MEMBER shall not have the right to bind PARTICIPATING JURISDICTION to any obligation not expressly undertaken by PARTICIPATING JURISDICTION under this Agreement.

10.7 THIRD PARTY BENEFICIARIES

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

10.8 ASSIGNMENT AND PERFORMANCE

Except for subcontracting approved in writing by PARTICIPATING JURISDICTION at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by CONSORTIUM MEMBER without the prior written consent of PARTICIPATING JURISDICTION. If CONSORTIUM MEMBER violates this provision, PARTICIPATING JURISDICTION shall have the right to immediately terminate this Agreement. CONSORTIUM MEMBER represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. CONSORTIUM MEMBER agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

10.9 CONFLICT OF INTEREST

CONSORTIUM MEMBER shall comply with the requirements set forth in 24 CFR Part 92.356 relating to the Conflict of Interest provisions. Any possible conflicting interest on the part of

CONSORTIUM MEMBER, its officers, employees, or agents, shall be disclosed in writing to the Division.

10.10 CONFLICTS

Neither CONSORTIUM MEMBER nor its employees shall knowingly have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSORTIUM MEMBER's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of CONSORTIUM MEMBER's officers or employees shall, during the term of this Agreement, serve as an expert witness against PARTICIPATING JURISDICTION in any legal or administrative proceeding in which he, she, or CONSORTIUM MEMBER is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of PARTICIPATING JURISDICTION in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONSORTIUM MEMBER or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. CONSORTIUM MEMBER shall not be in violation of this paragraph unless it has actual knowledge of such conduct of its officers or employees.

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

10.11 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. PARTICIPATING JURISDICTION's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.12 COMPLIANCE WITH LAWS

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

10.13 SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.14 JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

10.15 INTERPRETATION

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

10.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

10.17 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CONSORTIUM MEMBER or others delegated authority to or otherwise authorized to execute same on their behalf. The Participating Jurisdiction Administrator shall be authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project consists of eligible activities for the type of Project under 24 CFR Part 92. The Division Manager shall be authorized to approve, in writing, line item budget changes to the information set forth in Exhibit "A," Costs/Budget for Project, during the term of this Agreement and for sixty (60) days after expiration or earlier termination of this Agreement in order to reconcile CONSORTIUM MEMBER's expenditures of HOME Funds, provided such changes do not result

in an increase in the HOME Funds set forth in Section 4.1 of this Agreement, and Exhibit "A." The written document from the Division Manager approving such changes shall be deemed incorporated into this Agreement.

10.18 PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

10.19 INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A" - "D" are incorporated into and made a part of this Agreement. The Rules and Regulations of HUD and any other HUD regulations addressed in this Agreement which are not specifically identified in the definition contained in Section 1.16 shall be incorporated herein by reference.

10.20 SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

10.21 FURTHER ASSURANCE

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents, and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

10.22 TIME IS OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

10.23 SPECIFIC PERFORMANCE

In addition to all other remedies, CONSORTIUM MEMBER's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

10.24 FORCE MAJEURE

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

10.25 REPRESENTATION OF AUTHORITY

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

10.26 DESIGNATED REPRESENTATIVE

CONSORTIUM MEMBER's Designated Representative under this Agreement is the Consortium Member Manager.

10.27 E-VERIFY

Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, CONSORTIUM MEMBER and any subcontractors shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. PARTICIPATING JURISDICTION, CONSORTIUM MEMBERS, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. CONSORTIUM MEMBER shall provide documentation of its compliance with this requirement upon request by PARTICIPATING JURISDICTION.

If CONSORTIUM MEMBER enters into a contract with a subcontractor, the subcontractor must provide CONSORTIUM MEMBER with an affidavit stating the

subcontractor does not employee, contract with or subcontract with an unauthorized alien. CONSORTIUM MEMBER shall maintain a copy of the affidavit during the terms of this Agreement.

PARTICIPATING JURISDICTION will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). PARTICIPATING JURISDICTION shall consider the employment by CONSORTIUM MEMBER of unauthorized aliens a violation of 8 Section U.S.C. 1324(a)(3) [Section 274(e) of the INA]. CONSORTIUM MEMBERS agrees that violation by CONSORTIUM MEMBER shall be grounds for unilateral termination of this Agreement by PARTICIPATING JURISDICTION.

[The remainder of the page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement, each through a duly authorized representative, effective on the Effective Date.

Participating Jurisdiction

By: _____

Name/Title: _____

Date: _____

ATTEST:

**APPROVED AS TO
FORM AND CORRECTNESS:**

By: _____
Clerk

By: _____
ATTORNEY

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY