

CONTRACT NO. 2022-186

BCC APPROVED 5-10-2022

**SUBRECIPIENT AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA
AND
THE CITY OF NORTH PORT, FLORIDA
FOR
RENOVATION OF LIFT STATIONS 29, 45 AND 73**

Contract Number: B-21-UC-12-0014

Assistance Listing 14.218

This Subrecipient Agreement is made and entered into in Sarasota, Florida this 7th day of May, 2022 by and between Sarasota County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the City of North Port, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, the COUNTY has applied for and received Community Development Block Grant ("CDBG") funds, from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383; and

WHEREAS, the City of Sarasota has submitted a Consolidated Plan on behalf of the City of Sarasota and the COUNTY describing the activities and projects that the COUNTY will undertake with the COUNTY'S CDBG funds; and

WHEREAS, the COUNTY wishes to sub-award COUNTY CDBG funds to the SUBRECIPIENT to allow the SUBRECIPIENT to carry out one activity or project that was included in the Consolidated Plan;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

I. FEDERAL AWARD IDENTIFICATION

This Subrecipient Agreement is a sub-award as defined in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards of COUNTY CDBG funds. The information to be identified to the SUBRECIPIENT required by 2 CFR 200.332(a)(1), is attached hereto as Exhibit 1, Sub-award Information.

II. STATEMENT OF WORK

The SUBRECIPIENT will be responsible for renovation to lift stations number 29 (Chesebro Avenue), 45 (Talon Bay-Back) and 73 (Talon Bay-Front) including but not limited to, replacing failing pipes, lining of the wet wells and installing new submersible pumps, using CDBG funds during the effective dates of this Subrecipient Agreement in a manner satisfactory to the COUNTY ("Lift Station Renovation").

2022 MAY 11 AM 11:03
FILED FOR THE RECORD
CLERK OF THE COUNTY OF SARASOTA
KAREN E. RUSSELL

A. Work to be Performed

The COUNTY will reimburse the SUBRECIPIENT for actual costs of design and construction of the renovation to three (3) lift stations, numbers 29, 45 and 73.

Reimbursement – The SUBRECIPIENT will request reimbursement from the COUNTY as provided in Section X of this Subrecipient Agreement.

Monthly Report – Each month, the SUBRECIPIENT will submit a report showing the progress made in implementing this Subrecipient Agreement.

B. Agreement Term and Work Schedule

Services of the SUBRECIPIENT shall start upon execution of the Subrecipient Agreement by both the City of North Port Commission and the Sarasota Board of County Commission and end on July 31, 2023. The term of this Subrecipient Agreement shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including program income. Notwithstanding the foregoing, the SUBRECIPIENT must comply with the requirements of 2 CFR 200.345 and the surviving provisions of this Subrecipient Agreement as indicated herein.

To ensure that CDBG funds are spent in a timely manner, the SUBRECIPIENT agrees to meet the following work schedule:

1. August 30, 2022 – Design complete.
2. December 31, 2022 – Project Bid published.
3. February 27, 2023 – Contractor selected.
4. March 31, 2023 – Work to begin on or before this date.
5. July 31, 2023 – Work complete on or before this date.

C. Amount of Subaward

The funds reimbursed to the SUBRECIPIENT under this Subrecipient Agreement shall not exceed \$453,005. All funds must be used for design and construction services as defined in Section II of this Subrecipient Agreement. These CDBG funds may not be used to pay for, and COUNTY will not reimburse SUBRECIPIENT for management or administrative costs associated with the provision of these services.

D. Monitoring

The COUNTY will monitor the performance of the SUBRECIPIENT. Failure to meet the requirements of the subaward, including but not limited to those described above in the Work Schedule, as determined by the COUNTY in its sole discretion, may result in a reduction of the subaward, the suspension and/or termination of this Subrecipient Agreement, or other remedies available at law or in equity.

III. **RECORDS AND REPORTS**

A. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Subrecipient Agreement. Such records shall include but not be limited to:

1. Records required to demonstrate that the payment was for an eligible use under the CDBG program;
2. Copies of disbursements paid to contractors;
3. Financial records as required by 24 CFR 570.502, and 2 CFR Subpart D and F and any applicable Appendices; and
4. Other records necessary to document compliance with the applicable provisions of 24 CFR Part 570 and 24 CFR Part 75.

B. The SUBRECIPIENT shall retain all records, supporting documents, statistical records, and all other documents and information pertinent to the Subrecipient Agreement for the longer of: a period of five (5) years from the date of submission of the COUNTY'S final expenditure report to HUD, or, if there is litigation, claims, audit, negotiation or other actions related to these funds or Subrecipient Agreement during said 5-year period, until completion of the action and final resolution of all issues which arise from it. The COUNTY will notify the SUBRECIPIENT when the final expenditure report is submitted to HUD. Records for activities subject to the reversion of assets provisions at 24 CFR 570.503(b)(7) or the change of use provisions at 24 CFR 570.505 must be maintained for 3 years after those provisions no longer apply.

C. All books, documents, papers, information and records related to this Subrecipient Agreement shall be made available to the COUNTY, the State of Florida, HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, upon request, at any time during normal business hours, as often as deemed necessary, for auditing and monitoring purposes, and such records shall be subject to examination, copying, excerpting and transcription. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. This right of access to records also includes

timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents and information. Additionally, this right of access is not limited to the term of this Subrecipient Agreement or the record retention period in Section III.B. above, but last as long as the SUBRECIPIENT retains the records. Failure of the SUBRECIPIENT to comply with this paragraph constitutes a violation of this Subrecipient Agreement and may result in the withholding of future payments, demand for SUBRECIPIENT'S repayment of funds, termination of this Subrecipient Agreement, or any other available remedies at law or in equity.

IV. PROGRAM INCOME

The SUBRECIPIENT shall report quarterly all program income, as defined at 24 CFR 570.500(a), generated by activities carried out with CDBG funds made available under this Subrecipient Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the SUBRECIPIENT may only use such program income during the Subrecipient Agreement period for activities permitted under this Subrecipient Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the COUNTY at the end of the Subrecipient Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the COUNTY.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as modified by 24 CFR 570.502.

VI. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR, Part 570 (HUD regulations concerning Community Development Block Grants) including but not limited to Subpart K of these regulations, except that (1) the SUBRECIPIENT does not assume the COUNTY'S environmental responsibilities described in 24 CFR 570.604 and (2) the SUBRECIPIENT does not assume the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Subrecipient Agreement. The SUBRECIPIENT further agrees to use the funds from this Subrecipient Agreement to supplement, not supplant, other Federal, state, or local public funds. Funds otherwise available to the SUBRECIPIENT for the Lift Station Renovations may not be displaced by these

CDBG funds and reallocated for other organizational expenses of the SUBRECIPIENT.

VII. SUSPENSIONS AND TERMINATIONS

A. Termination

The COUNTY may terminate this Subrecipient Agreement in accordance with 2 CFR 200.339(c), in addition to seeking other remedies available in equity or at law, including but not limited to those listed in 2 CFR 200.339(a) through (f), if the COUNTY in its sole discretion determines that the SUBRECIPIENT has :

1. Failed, for any reason, to comply with any term or condition of the Federal award;
2. Failed, for any reason, to comply with any term or condition of, or fulfill in a timely or proper manner its obligations under, this Subrecipient Agreement;
3. Ineffectively or improperly used of funds; or
4. Submitted materially incorrect or incomplete information or report(s) to the COUNTY or HUD.

B. Termination for Convenience

Except as provided in Paragraph VII.A., this Subrecipient Agreement may be terminated only as follows:

- C. The COUNTY shall have the right at any time upon 30 calendar days' written notice to the SUBRECIPIENT to terminate this Subrecipient Agreement. In case of such termination for convenience, the COUNTY shall reimburse SUBRECIPIENT for such properly documented costs incurred in the performance of this Subrecipient Agreement prior to the date of termination of the Subrecipient Agreement. The SUBRECIPIENT remains responsible for compliance with the requirements in 2 CFR 200.344 and 200.345, as well as the surviving provisions of this Subrecipient Agreement if terminated.

VIII. REVERSION OF ASSETS

- A. The SUBRECIPIENT agrees that upon the expiration of this Subrecipient Agreement that it shall transfer to the COUNTY any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds received pursuant to this Subrecipient Agreement.

- B. The SUBRECIPIENT agrees to comply with 24 CFR 570.505 and that any real property under the SUBRECIPIENT'S control that was acquired or improved, in whole or in part, with funds under this Subrecipient Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after closeout of the COUNTY'S participation in the CDBG program (or such longer period of time as the COUNTY deems appropriate. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the COUNTY. The SUBRECIPIENT may retain real property acquired or improved under this Subrecipient Agreement after the expiration of the five-year period (or such longer period of time as the COUNTY deems appropriate).

IX. OTHER FEDERAL REQUIREMENTS

A. Uniform Act

The SUBRECIPIENT agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The COUNTY may preempt the optional policies.) The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions and policies concerning the displacement of persons from their residences.

B. Civil Rights

1. Compliance

The SUBRECIPIENT agrees to comply with any local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Fair Housing Act (Public Law 90-284) and implementing Executive Orders and regulations, including but not limited to E.O. 11063 and 24 CFR 570.601 and 24 CFR 570.602, Section 104(b) and Section

109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, as well as the applicable non-discrimination provisions in Section 109 of the HCD Act.

3. Land Covenants

In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Subrecipient Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. Upon written request from SUBRECIPIENT, the COUNTY will provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the applicable regulations in force during the term of this Subrecipient Agreement.

C. Affirmative Action

1. Affirmative Action Program

The SUBRECIPIENT agrees that it shall be committed to carry out, pursuant to the COUNTY'S specifications, an Affirmative Action

Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women-and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Subrecipient Agreement. As used in this Subrecipient Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. "Minority group members" include Black Americans, Hispanic-Americans, Native Americans, Asian Pacific Americans, and Subcontinent Asian Americans. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT'S commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

D. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Subrecipient Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the COUNTY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Subrecipient Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Subrecipient Agreement, shall be a condition of the Federal financial assistance provided under this Subrecipient Agreement and binding upon the COUNTY, the SUBRECIPIENT and any of

the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and contractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all contracts executed under this Subrecipient Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). Section 3 requires that to the greatest extent feasible opportunities for training and employment shall be directed to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure employment and other economic opportunities will be given to the greatest extent feasible to low and very low-income persons and businesses and will include employment with training opportunities and contracts with businesses. Section 3 requirements apply to housing construction or other public construction projects assisted under HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments

under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. SUBRECIPIENT'S Contracts & Subcontracts

The SUBRECIPIENT will include a Section 3 clause in every contract under this Subrecipient Agreement and will take appropriate action pursuant to the contract upon a finding that the contractor is in violation of the contract and/or HUD regulations. The SUBRECIPIENT will not contract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not contract unless the entity has first provided it with a preliminary statement of ability to comply with all applicable provisions of this Subrecipient Agreement and HUD's regulations.

E. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Subrecipient Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

F. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 CFR 200.317 and 200.318, which include (but are not limited to) the following:

1. The SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interests and governing the actions of its officers, employees and agents engaged in the selection, award and administration of.
2. No employee, officer or agent of the SUBRECIPIENT may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The officers, employees, and agents of the SUBRECIPIENT may neither solicit nor accept gratuities, favors, or anything of monetary

value from contractors or parties to subcontracts. However, SUBRECIPIENT may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT.

G. Anti-Lobbying Certification

By executing this Subrecipient Agreement, the SUBRECIPIENT certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 Subrecipient Agreement, 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 Subrecipient Agreement, 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 Subrecipient Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. It will require that the language of this subsection G. Anti-Lobbying Certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all such 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.C. 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.

The SUBRECIPIENT certifies and affirms the truthfulness and accuracy of each statement of this certification and its lobbying disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. section 3801 *et seq.*, apply to this certification and lobbying disclosures, if any.

H. Copyright and License to Inventions

If this Subrecipient Agreement results in any copyrightable material the COUNTY and HUD shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the copyrightable material. The COUNTY and HUD shall have a royalty-free, non-exclusive, irrevocable, paid-up license to practice, or have practiced for on the COUNTY'S and/or HUD'S behalf, any invention made in the performance of work under this Subrecipient Agreement. The SUBRECIPIENT agrees to insert a patent rights clause in all solicitations and contracts for experimental, developmental, or research work for this Subrecipient Agreement if and as prescribed in 48 CFR 27.303, as may be amended from time to time.

I. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Subrecipient Agreement will not be used to support or engage in any explicitly religious activities), such as worship, religious instruction, or proselytization, except where consistent with the Establishment Clause and any other applicable requirements.

J. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 *et seq.*), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

K. Lead-Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of 24 CFR part 570 apply to activities under this Subrecipient Agreement. The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this

Subrecipient Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

L. Passed Down Solicitation and (Sub)Contract Provisions

The SUBRECIPIENT must comply with and will include the provisions of this Section IX., Section XI.B., and Exhibit 3, "Special Conditions For CDBG Solicitations & (Sub)Contracts" (which is attached hereto and incorporated herein by reference) as indicated therein (and modified as necessary for clarity), in every contract, agreement, purchase order, or the like so that said provisions are binding upon and enforceable against SUBRECIPIENT'S agents, representatives, subrecipients, and contractors, and ensure the applicable provisions thereof are passed down to, binding upon, and enforceable against all subcontractors, sub-awardees, and any persons using any funds from this Subrecipient Agreement.

X. REIMBURSEMENT / PAYMENT TO SUBRECIPIENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY to the SUBRECIPIENT under this Subrecipient Agreement shall not exceed \$453,005. The COUNTY will pay to the SUBRECIPIENT funds available under this Subrecipient Agreement based upon substantiated information submitted by the SUBRECIPIENT and consistent with any approved budget and COUNTY policy concerning payments. All requests for payment must be for eligible expenses actually incurred by the SUBRECIPIENT and are not to exceed actual cash requirements. Payments will be adjusted by the COUNTY in accordance with program income balances available in SUBRECIPIENT'S account.

SUBRECIPIENT will submit invoices to the COUNTY for reimbursement until all CDBG funds have been expended.

The monthly invoice from the SUBRECIPIENT must be mailed to:

Sarasota Office of Housing and Community Development
111 South Orange Avenue
Sarasota Florida 34236

All invoices must include the following items:

- A. An invoice on the SUBRECIPIENT'S letterhead showing the invoice number, the total amount of the funding that is being requested for reimbursement, the time-period that the invoice covers/spans, unit number and price per unit, description of the good(s) and/or service(s), respective vendor(s), proof of payment by SUBRECIPIENT to listed vendors, and corresponding general ledger detail, as applicable. Each invoice must be signed and dated by the SUBRECIPIENT'S authorized representative.
- B. Copies of all invoices paid by the SUBRECIPIENT.
- C. Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified in any applicable program guidance, requirement, or regulations, including but not limited to those in 2 CFR 200.302.

XI. OTHER SUBRECIPIENT REQUIREMENTS

A. Notices

Notices required by this Subrecipient Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Subrecipient Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Subrecipient Agreement shall be directed to the following representatives:

COUNTY

Director of Planning & Development Services
Sarasota County
1660 Ringling Blvd., 1st Floor
Sarasota, Florida 34236

SUBRECIPIENT

City Manager
City of North Port
4970 City Hall Blvd.
North Port, Florida 34286

With Copies of Notices to:

Office of Housing & Community Development	City Attorney's Office
111 South Orange Avenue	4970 City Hall Blvd.
Sarasota Florida 34236	North Port, Florida 34286

B. Public Records

SUBRECIPIENT hereby specifically covenants to comply with the public records laws of the State of Florida. To the extent that SUBRECIPIENT is acting on behalf of the COUNTY within the meaning of section 119.001(2), Florida Statutes, SUBRECIPIENT specifically covenants to:

1. Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services which form the subject matter of this Subrecipient Agreement.
2. Provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to COUNTY all public records in possession of SUBRECIPIENT upon termination of this Subrecipient Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

In the event SUBRECIPIENT fails to comply with a public records request, COUNTY shall be authorized to enforce this provision.

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 SUBRECIPIENT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236
Phone: 941-861-5886
Email: publicrecords@scgov.net**

C. Audits

The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning SUBRECIPIENT audits and 2 CFR Subpart F and to submit a copy of that audit to the COUNTY within thirty (30) days after the SUBRECIPIENT'S receipt thereof.

D. Independent Contractor

Nothing contained in this Subrecipient Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Subrecipient Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

E. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT'S performance or nonperformance of the services or subject matter called for in this Subrecipient Agreement. Nothing contained herein shall constitute a waiver of by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Further, nothing contained herein shall constitute or be construed as a consent by either party to be sued by third parties in any manner arising out of or relating to this Subrecipient Agreement.

F. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304 and the insurance coverage requirements of 2 CFR 200.310 and as described in Exhibit 2.

G. COUNTY Recognition

The SUBRECIPIENT shall ensure recognition of the role of the COUNTY in providing services through this Subrecipient Agreement. All activities, facilities and items utilized pursuant to this Subrecipient Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Subrecipient Agreement.

H. Close-out

Subject to 2 CFR 200.345 and the surviving provisions herein, this Subrecipient Agreement shall remain in effect until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: providing copies of the payment register showing the payment of CDBG funds and determining the custodianship of records. Notwithstanding the foregoing, all program activities must be completed by June 30, 2023 and the terms of this subaward and Subrecipient Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

I. Subrecipient Agreement Assignment & Solicitations

The SUBRECIPIENT shall not assign or transfer any interest in this Subrecipient Agreement. The SUBRECIPIENT shall not enter into any contracts, agreements, purchase orders, or the like with any person, entity, agency, or individual in the performance of this Subrecipient Agreement without the prior written approval of the COUNTY. The SUBRECIPIENT must receive prior written approval from the COUNTY for any and all advertisements, announcements, awards, solicitations and the like related to and/or using funds from this Subrecipient Agreement.

XII. SEVERABILITY

If any provision of this Subrecipient Agreement is held invalid, the remainder of the Subrecipient Agreement shall not be affected thereby and all other parts of this Subrecipient Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Subrecipient Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Subrecipient Agreement.

XIV. WAIVER

The COUNTY'S delay or failure to exercise or enforce any of its rights under this Subrecipient Agreement shall not constitute or be deemed a waiver of the COUNTY's right to pursue remedies related to this Subrecipient Agreement, at law or in equity. Nor shall the COUNTY's single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

XV. SURVIVAL

Sections II.D, III, IV, V, VI, VII, VIII, and IX, XII, XIII, XIV, and this Section XV, Exhibit 3, and any right or obligation of the parties in this Subrecipient Agreement which by its express terms or nature and context is intended to, survive the termination or expiration of this Subrecipient Agreement.

XVI. ENTIRE AGREEMENT

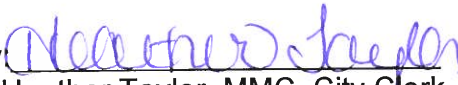
This Subrecipient Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this Subrecipient Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Subrecipient Agreement.

**SIGNATURE PAGE FOLLOWS
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IN WITNESS WHEREOF, the Parties have executed this Subrecipient Agreement as of the date first written above.

ATTEST:

City of North Port, Florida

By: 
Heather Taylor, MMC, City Clerk

By: 
Mayor, City of North Port

Approved as to form and correctness:

By: 
Amber L. Slayton, City Attorney

April 26, 2022
Date signed by Mayor

ATTEST:
KAREN E. RUSHING, Clerk of the
Circuit Court and Ex-Officio
Clerk of the Board of County
Commissioners of Sarasota,
County Florida

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: 
Deputy Clerk

By: 
Chairman

Approved as to form and correctness:

By: 
County Attorney *CS*

5-10-2022
Date signed by Sarasota County

**EXHIBIT 1
SUBAWARD INFORMATION**

- A. SUBRECIPIENT name – City of North Port, Florida
- B. SUBRECIPIENT DUNS number – 095381930
- C. Federal Award Identification Number – B-21-UC-12-0014
- D. Federal Award Date – October 1, 2020
- E. Sub-award period of performance start and end date – Date of Execution of Sub-Recipient Agreement through July 31, 2023
- F. Amount of Federal Funds obligated by this action by the COUNTY to the SUBRECIPIENT - \$453,005.00
- G. Total Amount of Federal Funds obligated to the SUBRECIPIENT including the current obligation - \$833,005.00
- H. Total amount of Federal Award committed to the SUBRECIPIENT by the COUNTY - \$833,005
- I. Federal award project description – CDBG funds are being sub-awarded to the SUBRECIPIENT to design and construct improvements at Lift Stations 29 (Chesebro Avenue), 45 (Talon Bay-Back) and 79 (Talon Bay-Front) serving low-income residents.
- J. Name of the Federal awarding agency– U.S. Department of Housing and Urban Development (HUD).
- K. Name of the pass-through entity – Sarasota County
- L. Contact information for awarding official of the Pass-through entity – Office of Housing and Community Development, 111 South Orange Avenue, Sarasota, Florida 34236.
- M. Assistance Listing and Name – 14.218 – Community Development Block Grants / Entitlement Grants
- N. Is the award for Research and Development – No
- O. Indirect cost rate for the Federal award – None

**END OF EXHIBIT 1
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**EXHIBIT 2
INSURANCE**

The SUBRECIPIENT is self-insured.

**END OF EXHIBIT 2
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EXHIBIT 3
SPECIAL CONDITIONS FOR CDBG SOLICITATIONS & (SUB)CONTRACTS

The SUBRECIPIENT agrees to include the terms and conditions of this Subrecipient Agreement, including but not limited to the following provisions, as applicable and indicated below and by Federal law, in its solicitations, contracts, purchase orders, agreements, and the like, and require that SUBRECIPIENT'S contractors include the same in contractors' subcontracts, agreements, and the like:

Adherence to State Energy Conservation Plan (All contracts)

The successful bidder shall recognize and adhere to mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

Access to Records (All contracts)

All books, documents, papers, information and records related to this contract shall be made available to Sarasota County, the State of Florida, HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, upon request, at any time during normal business hours, as often as deemed necessary, for auditing and monitoring purposes, and such records shall be subject to examination, copying, excerpting and transcription. This right of access to records also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents and information. Additionally, this right of access is not limited to the term of this contract or the record retention period indicated herein, but last as long as the contractor retains the records. Failure of the contractor to comply with this paragraph constitutes a violation of this contract and may result in the withholding of future payments, demand for contractor's repayment of funds, termination of this contract, or any other available remedies at law or in equity.

Records Retention (All contracts)

The contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this contract. Such records shall include but not be limited to:

1. Records required to demonstrate that the payment was for an eligible use under the CDBG program;
2. Copies of disbursements paid to contractors;
3. Financial records as required by 24 CFR 570.502, and 2 CFR Subpart D and F and any applicable Appendices; and
4. Other records necessary to document compliance with the applicable provisions of 24 CFR Part 570 and 24 CFR Part 75.

The contractor shall retain all records, supporting documents, statistical records, and all other documents and information pertinent to this contract for the longer of: a period of 5 years from the date of submission of Sarasota County's final expenditure report to HUD regarding the moneys paid to contractor from federal funds, or, if there is litigation, claims, audit, negotiation or other actions related to the these funds during said 5-year period, until completion of the action and final resolution of all issues which arise from it. The contractor will be notified when the final expenditure report is submitted to HUD. Records for activities subject to the reversion of assets provisions at 24 CFR 570.503(b)(7) or the change of use provisions at 24 CFR 570.505 must be maintained for 3 years after those provisions no longer apply.

Federal Equal Opportunity Laws (All contracts)

Contractor agrees to comply with all federal equal opportunity laws and implementing regulations, including but not limited to:

1. Certification of Non-segregated Facilities (for contracts over \$10,000)
2. Title VI of the Civil Rights Act of 1964 and implementing regulations thereof
3. Section 109 of the Housing & Community Development Act of 1974
4. Section 503 Handicapped (for contracts \$2,500 or over)
5. Age Discrimination Act of 1975, as amended
6. Section 504 of the Rehabilitation Act of 1973, as amended
7. Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968

Rights to Inventions Made Under a Contract (All contracts)

Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

Data Universal Numberings (All contracts)

All contractors participating in this project must have a Data Universal Numbering System (DUNS) number and be registered on the federal System for Award Management (SAM) at sam.gov.

Restriction on all Public Works Projects (All contracts)

No contractor, or subcontractor, of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) may be awarded a contract or a subcontract for public works projects. Nor may any product of a country included on this list be provided under a public works project. Any offerer unable to certify compliance with this provision shall submit with its offer a written explanation fully describing the reasons for its inability to comply.

Drug-Free Workplace Requirements (All contracts)

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Contractor is required to comply with drug-free workplace requirements in accordance with the Act and with HUD rules at 24 CFR Part 24, Sub-Part F.

Insurance (All contracts)

The following insurance items are required, as found in [*insert Attachment and/or RFQ or RFP number/reference as applicable*].

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR 200.216; Public Law 115-232, Section 889; 2 CFR 200.471) (All contracts)

Funds under this agreement shall not be used to:

- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also 2 CFR 200.471.

Domestic Preference for Procurements (All contracts)

(a) As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts, subcontracts and purchase orders for work or products related to the Subrecipient Agreement.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms (2 CFR 200.321) (All contracts)

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(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 business, 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 (a) — (e) above.

ADA Requirements (All contracts)

The Contractor Agrees to comply with the Americans With Disabilities Act (Public Law 101-338, 42 U.S.C., Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

The Contractor agrees to comply with Title II, Subtitle A of the Americans with Disabilities Act (ADA) (1990).

Scrutinized Companies (All contracts)

Section 287.135, Florida Statutes (F.S.), prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to sections 215.473 and 215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with section 287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

Program Fraud and False or Fraudulent Statements or Related Acts (All contracts)

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Dispute Resolution (All contracts)

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be resolved as follows:

1. To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.
2. In the event of a dispute or claim arising out of this agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
3. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.
4. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
5. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

6. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
7. Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

Termination

(Include provisions meeting the requirements below and SUBRECIPIENT'S Uniform Guidance-compliant standard procurement/contracting methods in all contracts in excess of \$10,000.)

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Procurement of Recovered Material (2 CFR 200.323) (All contracts over \$10,000)

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must and agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Debarment and Suspension (Executive Orders 12549 and 12689) (All contracts over \$25,000)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Equal Employment Opportunity (All contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60.1.3)

The SUBRECIPIENT agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p.339) as amended by Executive Order 11375 of October 13, 1967, entitled "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

implementing regulations at 41 CFR Part 60, entitled "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60.1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), the most current version of which is excerpted below:

41 C.F.R. Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provisions shall not apply to instance in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in the furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractors' legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) *The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

(6) *The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

(7) *In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

(8) *The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (All contracts over \$100,000)

Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. 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 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 obtaining any Federal award.

Contract Work Hours and Safety Standards (All contracts over \$100,000)

The contractor shall comply with 40 USC 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR, Part 5). Under 40 USC 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of forty (40) hours. Work in excess of that standard work week is permissible provided that the worker is compensated at a rate of not less than one and half times (1.5) the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. (This requirement applies to time spent on federally assisted contracts only.)

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

These requirements not apply to the purchases of supplies or materials or articles ordinarily available on the open mark, or contracts for transportation or transmission of intelligence.

29 C.F.R. 5.5(b) provides:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

Clean Air and Water Act (All contracts over \$150,000)

The contract and contractor must comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional office of the Environmental Protection Agency (EPA).

Bonding (All contracts over \$150,000)

Contractor must meet the following minimum requirements:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Section 3 Clause (All contracts over \$200,000)

Section 3 –According to 24 CFR 75.3(a)(2) a Section 3 project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management and financing.

Opportunities:

1. The work to be performed under this contract is subject to the requirements of 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 employment and other economic opportunities to the greatest extent feasible to low- and very-low income persons and businesses.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no

contractual or other impediment that would prevent them from complying with the part 75 regulations. To the greatest extent feasible, the Prime Contractor should encourage Section 3 Workers or Business Concerns to participate in the project.

3. According to 24 CFR 75.5 the Section 3 Targeted Worker is a low or very-low income worker residing within the neighborhood or service area of the project, and a 'Section 3 Worker' is any worker who currently fits or when hired within the past five years (since 11-30-2020) fit at least one of the following criteria:
- Low or very low-income, as established by HUD's income limits;
 - Employed by a Section 3 business concern; or
 - A Youth Build participant.

Documentation must be maintained to ensure workers meet the definitions. Requirements for a Section 3 Worker may include:

- Worker's self-certification that their income is below the income limit from the prior calendar year;
- Worker's self-certification of participation in a means-tested program such as Public Housing or Section 8;
- Certification from a Public Housing Authority (PHA) or Section 8 program manager that the worker is a participant in such a program;
- Employer's certification that the worker's income from that employer is below the income limit; or
- Employer's certification that the worker is employed by a Section 3 Business Concern.

Requirements for a Targeted Section 3 Worker may include:

- Worker's self-certification of participation in a means tested program such as Public Housing or Section 8;
- Certification from a PHA or Section program manager that the worker is a participant in such a program;
- Employer's certification that the worker is employed by a Section 3 Business Concern; or
- Worker's certification that the worker is a Youth Build participant.

4. According to 24 CFR 75.5 businesses that meet one of the following criteria within the last six (6) months are considered Section 3 Business Concerns:

- At least 51% owned and controlled by low-income or very low-income persons;
- Over 75% of labor hours performed for the business over prior 3-month period are performed by Section 3 Workers;

- At least 51% owned and controlled by current residents of public housing or Section 8 assisted housing; and
- Businesses must verify their status as a Section 3 business concern at the time the contract is awarded.

5. Qualitative reporting based upon §75.25(b) would include a description of efforts taken to meet requirements for Section 3 Workers or Business Concerns. Examples include:

- Holding Job Fairs;
- Conduct On-Job Training; or
- Outreach Efforts to Public Housing Residents.

Section 3 is race and gender neutral. If a business qualifies as a Section 3 Business, the business owner(s) are encouraged to register as such on HUD's Section 3 Registry which can be found at:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

Remedies for Violation or Breach of Contract Terms (All contracts over \$250,000)
(Include provisions meeting the requirements below and SUBRECIPIENT'S Uniform Guidance-compliant standard procurement/contracting methods in all contracts for more than the simplified acquisition threshold, currently set at \$250,000.)

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Davis-Bacon Requirements (All construction contracts over \$2,000)

The contractor shall comply with the Davis-Bacon Act, as amended (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. A copy of the prevailing wage rates is included in this solicitation. Any known changes to these wage rates prior to award of contract, shall be made known to offerers. In addition, contractors will be required to provide payroll information to Sarasota County on a weekly basis for verification of compliance. Sarasota County shall report all suspected or reported violations of this condition to the U.S. Department of Housing and Urban Development and/or the U.S. Department of Labor.

Copeland "Anti-Kickback Act" (All construction contracts over \$2,000)

The contractor shall comply with the Copeland "Anti-Kickback" Act (40 USC 3145) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides

that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Sarasota County shall report all suspected or reported violations to the U.S. Dept. of Housing and Urban Development.

**END OF EXHIBIT 3
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