

**FIRST AMENDMENT TO THE
SUBRECIPIENT AGREEMENT BETWEEN SARASOTA COUNTY, FLORIDA AND
THE CITY OF NORTH PORT, FLORIDA FOR
SIDEWALK CONSTRUCTION**

Contract Number: B-18-UC-12-0014

CFDA Number 14.218

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT ("Amended Agreement") is made and entered into at Sarasota, Florida this ____ day of _____, 2020 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, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, County and Subrecipient executed a Subrecipient Agreement (County Contract #2019-073) on November 27, 2018 for sidewalk design and construction at four (4) locations in the City of North Port, Florida; and

WHEREAS, now the County and Subrecipient desire to amend the Subrecipient Agreement to increase the allocation amount to the Subrecipient for the completion of the sidewalk design and construction.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, it is agreed that the Subrecipient Agreement, County Contract #2109-073, between the Subrecipient and County is amended as follows, with all other terms in the Subrecipient Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Subrecipient Agreement not inconsistent with this Amended Agreement, all of which are incorporated by reference as if set forth fully herein. The effect of this Amended Agreement is to the sections of the Subrecipient Agreement as identified herein. Where a section of the Subrecipient Agreement is not identified, the terms as they appear in the Subrecipient remain and apply.
- B. This Amended Agreement is effective as of the date the last party signs it as identified below (the "Effective Date"), and shall continue through completion of the project or as otherwise provided in the Subrecipient Agreement.

2. SUBRECIPIENT AGREEMENT SECTION I. – FEDERAL AWARD IDENTIFICATION

Section I. of the Subrecipient Agreement is amended in its entirety as follows:

This Amended 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 Community Development Block Grant (“CDBG”) funds. The information to be identified for the Subrecipient required by 2 CFR 200.331(a) (1), is attached hereto as Amended Exhibit 1, Sub-Award Information.

3. SUBRECIPIENT AGREEMENT SECTION II. – STATEMENT OF WORK

Section II.C. of the Subrecipient Agreement is amended in its entirety as follows:

C. Budget

The total amount of funds that will be reimbursed to the SUBRECIPIENT under this Amended Agreement is \$110,050. All funds must be used for design and construction services as defined in Section II of the Subrecipient Agreement. CDBG funds may not be used to pay for management costs associated with the provision of these services.

4. SUBRECIPIENT AGREEMENT SECTION X. – REIMBURSEMENT / PAYMENT TO SUBRECIPIENT

The first paragraph of Section X. of the Subrecipient Agreement is amended in its entirety as follows:

It is expressly agreed and understood that the total amount to be paid by the COUNTY to the SUBRECIPIENT under this Amended Agreement shall not exceed \$110,050. The COUNTY will pay to the SUBRECIPIENT funds available under this Amended 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.

(The rest of this page left intentionally blank.)

IN WITNESS WHEREOF, the Parties have executed this Amended Agreement as of the date last identified below.

ATTEST: City of North Port, Florida

By: _____
Heather Taylor, Interim City Clerk

By: _____
Debbie McDowell, Mayor

Approved as to form and correctness:

By: _____
Amber L. Slayton, City Attorney

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: _____
Chair

Approved as to form and correctness:

By: _____
County Attorney

Date signed by Sarasota County

**AMENDED EXHIBIT 1
SUBAWARD INFORMATION**

- A. SUBRECIPIENT name – City of North Port, Florida
- B. SUBRECIPIENT DUNS number – 095381930
- C. Federal Award Identification Number – B-18-UC-12-0014
- D. Federal Award Date – October 1, 2018
- E. Sub-award period of performance start and end date – November 27, 2018 through June 30, 2020
- F. Amount of Federal Funds obligated by this action by the COUNTY to the SUBRECIPIENT - \$110,050.00
- G. Total Amount of Federal Funds obligated to the SUBRECIPIENT including the current obligation - \$164,050.00
- H. Total amount of Federal Award committed to the SUBRECIPIENT by the COUNTY - \$164,050.00
- I. Federal award project description – CDBG funds are being sub-awarded to the SUBRECIPIENT to construct 4 sidewalks 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. CFDA Number 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