

**SUBRECIPIENT AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA
AND
THE CITY OF NORTH PORT, FLORIDA
FOR
BISCAYNE DRIVE EROSION CONTROL**

Contract Number: B-24-UC-12-0014

Assistance Listing 14.218

This Subrecipient Agreement is made and entered into in Sarasota, Florida this ____ day of _____, 2025 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 within 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 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 erosion control along the banks of the canal located on South Biscayne Drive between Alam Avenue and Trionfo Avenue, North Port, Florida 34287, consisting of design, construction, and installation of slope stabilization material along the banks of the canal using CDBG funds during the effective dates of this Subrecipient Agreement in a manner satisfactory to the COUNTY (“Biscayne Drive Erosion Control”).

A. Work to be Performed

1. The COUNTY will reimburse the SUBRECIPIENT for actual costs of design and construction of the Biscayne Drive Erosion Control project.

2. Reimbursement – The SUBRECIPIENT will request reimbursement from the COUNTY as provided in Section IX of the Subrecipient Agreement.
3. Monthly Report – Each month, the SUBRECIPIENT will submit a report showing the progress made in implementing this Subrecipient Agreement. These reports shall be submitted on a monthly basis and are due by the 15th of the month subsequent to the provision of services of which the SUBRECIPIENT is reporting.

B. Agreement Term and Work Schedule

Services of the SUBRECIPIENT shall start on October 1, 2024 and end on December 31, 2026. 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 31, 2025– Design completed on or before this date.
2. September 30, 2025– Project bid published on or before this date.
3. November 1, 2025– Contractor selected on or before this date.
4. January 1, 2026 – Work to begin on or before this date.
5. December 31, 2026 – Work to be completed on or before this date.

C. Amount of Subaward

The funds reimbursed to the SUBRECIPIENT under this Subrecipient Agreement shall not exceed \$166,120. All funds must be used for the design and/or construction as defined in this Section II of this Subrecipient Agreement. These CDBG funds may not be used to pay for, and the COUNTY will not reimburse SUBRECIPIENT for the management or administrative costs associated with the provision of these services.

Notwithstanding the foregoing, as a political subdivision of the State of Florida, the COUNTY's performance, and obligation to pay under this Agreement is contingent upon an appropriation of lawfully available funds by the Board and the continued availability of funds from HUD to the COUNTY. The COUNTY shall promptly notify the SUBRECIPIENT if the necessary appropriation is not made or funds are otherwise unavailable.

D. Performance Monitoring

The COUNTY will monitor the performance of the SUBRECIPIENT against the goals and performance standards as stated above in Section B. Substandard performances as determined by the COUNTY in its sole discretion, will constitute noncompliance with this Agreement and 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,

if action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time (30 days) after being notified by the COUNTY.

E. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency. The SUBRECIPIENT certifies that the activity carried out under this Agreement will benefit low- and moderate-income persons. Based on universal population data for census tract 27.21, block 2, over 51% of the households in the areas surrounding the Biscayne Drive Erosion Control project meet federal definition of a low-income household.

F. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT will solicit bids, choose a qualified contractor, and oversee construction of the erosion control project to completion by December 31, 2026 according to the work schedule listed above in Section B.

G. Staffing

SUBRECIPIENT will award contract to a qualified contractor who will oversee staff and sub-contractors and abide by all applicable state and federal labor laws, including but not limited to the terms and conditions set forth in Exhibit 3.

III. BUDGET

The maximum allowable costs for which the SUBRECIPIENT will be reimbursed with CDBG funds is \$166,120. Any other project expenses will be the sole responsibility of the SUBRECIPIENT. In addition, the COUNTY may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the COUNTY. Any amendments to the budget must be approved in writing by both the COUNTY AND SUBRECIPIENT.

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. SUSPENSIONS AND TERMINATIONS

In accordance with 2 CFR 200, the COUNTY may suspend or terminate this Subrecipient Agreement, in addition to seeking other remedies available in equity or at law, if in the COUNTY'S sole discretion, the SUBRECIPIENT materially fails to comply with any terms of this Subrecipient Agreement, which include (but are not limited to) the following:

A. Termination for Cause

1. Failure to comply with any of the applicable rules, regulations, or provisions, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, 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 funds or program income provided under this Subrecipient Agreement; or
4. Submission by the SUBRECIPIENT to the COUNTY or HUD report(s) that are incorrect or incomplete in any material respect.

B. Termination for Convenience

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

The COUNTY shall have the right at any time upon 30 calendar days' written notice to the SUBRECIPIENT to terminate this Subrecipient Agreement in whole or in part, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. In the case of such termination for convenience, the COUNTY shall reimburse SUBRECIPIENT for such properly documented and eligible 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, other applicable state and federal laws, as well as the surviving provisions of this Subrecipient Agreement if terminated.

VI. DISPUTE RESOLUTION

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:

- A. To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of section 558.005(1), F.S.
- B. 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.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. 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.
- E. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- F. 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.
- G. Unless otherwise agreed in writing, the SUBRECIPIENT 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.

VII. REVERSION OF ASSETS

The use and disposition of real property and equipment under this Subrecipient Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- A. The SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Subrecipient Agreement at the time of expiration, cancellation, or termination.
- B. 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 expiration of this Subrecipient Agreement (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.

- C. In all cases in which equipment acquired, in whole or in part, with funds under this Subrecipient Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which the funds received under this Subrecipient Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Subrecipient Agreement shall be (a) transferred to the COUNTY for the CDBG program or (b) retained after compensating the COUNTY an amount to be determined by the COUNTY, equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire equipment.

VIII. RELIGIOUS ACTIVITIES

The SUBRECIPIENT agrees that funds provided under this Subrecipient Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

IX. 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 \$166,120. The COUNTY will pay to the SUBRECIPIENT funds available under this Subrecipient Agreement based upon substantiated information submitted by the SUBRECIPIENT, in accord with performance, 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 under this Subrecipient Agreement for costs incurred by the COUNTY on behalf of the SUBRECIPIENT.

SUBRECIPIENT will submit reimbursement requests timely to the COUNTY until all CDBG funds have been expended. Reimbursement Requests shall be delivered to the COUNTY on a form approved by the COUNTY and shall clearly indicate the budget categories from which each request is drawing.

The period for submission of Reimbursement Requests shall be monthly with such invoices due to the COUNTY by the 15th of the month subsequent to the provision of services for which the COUNTY is being invoiced. Should the SUBRECIPIENT fail to timely submit its General Reimbursement Request for any particular month, it accepts the risk that the COUNTY may

choose not to provide reimbursement for any expenses the SUBRECIPIENT incurred during such month.

The monthly invoice from the SUBRECIPIENT must be submitted or e-mailed to:

Sarasota County
ATTN: Housing Enhancement and Redevelopment Office (HERO)
301 N Cattlemen Rd, Suite 200
Sarasota Florida 34232
Email: CDBG@scgov.net

At minimum, all Reimbursement Requests submitted by the SUBRECIPIENT must include the following items:

- A. Include enough detail so that the COUNTY is able to confirm that the SUBRECIPIENT has only requested reimbursement of funding-eligible expenses that were incurred by the SUBRECIPIENT in compliance with the terms of this Agreement. Details may include, but are not limited to, a description of the good(s) and/or service(s), respective vendor(s), proof of payment by SUBRECIPIENT to personnel/contractors, and corresponding general ledger detail, as applicable.
- B. Includes a dated cover letter of the SUBRECIPIENT'S organization, with a description defining the period of performance dates during which it has incurred eligible expenses that are now being requested for reimbursement.
- C. Pursuant to 2 CFR § 200.415(b) ("**Required Certifications**"), include the following federally required attestation executed by an individual that is legally authorized to do so by the SUBRECIPIENT:

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

- D. By executing this Agreement, the SUBRECIPIENT hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the COUNTY may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement.
- E. Notwithstanding the foregoing, as a political subdivision of the State of Florida, the COUNTY's performance, and obligation to pay under this Agreement is contingent upon an appropriation of lawfully available funds by the Board and the continued

availability of funds from HUD to the COUNTY. The COUNTY shall promptly notify the SUBRECIPIENT if the necessary appropriation is not made or funds are otherwise unavailable.

X. 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

Steve Hyatt, Division Manager
Sarasota County Government
301 N Cattlemen Rd, Suite 200
Sarasota, Florida 34232

SUBRECIPIENT

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

With copies of notices to:
City Attorney
4970 City Hall Blvd
North Port, Florida 34286

XI. GENERAL CONDITIONS

A. General Compliance

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 this project may not be displaced by these CDBG funds and reallocated for other organizational expenses of the SUBRECIPIENT.

B. 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.

C. Hold Harmless and Indemnification

Pursuant to §768.28(19), F.S. the SUBRECIPIENT shall indemnify and hold harmless COUNTY from liabilities, damages, losses, and costs, including but not limited to reasonable attorney’s fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the SUBRECIPIENT and persons employed or utilized by the SUBRECIPIENT in the performance of the Agreement.

Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes, as may be applicable to either Party. Further, nothing contained herein shall constitute or be construed as a consent by either party to be sued by third parties for any matter arising out of or relating to this Agreement. This Section shall survive the termination or expiration of this Agreement.

D. Workers’ Compensation

The SUBRECIPIENT shall provide Workers’ Compensation Insurance coverage as described in Exhibit 2 for all of its employees involved in the performance of this Subrecipient Agreement.

If the SUBRECIPIENT is a self-insured governmental entity, the SUBRECIPIENT shall provide a certificate or verification of self-insurance to the COUNTY.

E. Insurance and Bonding

The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY. SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200 and as described in Exhibit 2. If the SUBRECIPIENT is a self-insured governmental entity, the SUBRECIPIENT shall provide a certificate or verification of self-insurance to the COUNTY.

F. 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 related to the funds and/or Project made available under this Subrecipient Agreement.

G. Amendments

The COUNTY or SUBRECIPIENT may amend this Subrecipient Agreement at any time provided that such amendments make specific reference to this Subrecipient Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY'S governing body, or designee.

The COUNTY may, in its discretion, amend this Subrecipient Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of activities to be undertaken as part of this Subrecipient Agreement, such modifications will be incorporated only by written amendment signed by both the COUNTY and SUBRECIPIENT.

H. Fire Safety Codes

SUBRECIPIENT shall comply with all applicable local, county and state fire codes.

I. Building, Housing, and Zoning Codes; Housing Quality Standards; 24 CFR 570.208(b)(1)(iv) and (b)(2)

The SUBRECIPIENT shall ensure the assisted activity addresses one or more of the conditions which contributed to the deterioration of the area. Rehabilitation of residential buildings carried out in an area meeting the above requirements will be considered to address the area's deterioration only where each building rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making a building substandard have been eliminated. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the standards for the condition of HUD housing at 24 CFR 5.703.

The following activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance; relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements. However, rehabilitation must be limited to eliminating those conditions that are detrimental to public health and safety. If acquisition or relocation is undertaken, it must be a precursor

to another eligible activity (funded with CDBG or other resources) that directly eliminates the specific conditions of blight or physical decay, or environmental contamination.

XII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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 and 2 CFR 200.501, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. No indirect costs are allowed under this Subrecipient Agreement.

3. Revision of Budget and Program Plans

If the SUBRECIPIENT requires a budget amendment, the request should be sent in writing to the Contract Administrator. The COUNTY will review the request and provide a decision within 30 days.

B. Documentation and Record Keeping

1. Records to be maintained

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:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to demonstrate that the payment was for an eligible use under the CDBG program;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Copies of disbursements paid to contractors;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR 570.502, and 2 CFR 200 and any applicable Appendices; and
- h. Other records necessary to document compliance with the applicable provisions of 24 CFR Part 570 and 24 CFR Part 75.

2. Record Retention

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other documents and information pertinent to the Subrecipient Agreement for the longer of: a period of ten (10) 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 10-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 10 years after those provisions no longer apply.

3. Client Data

If the scope of this Agreement pertains to services for the benefit of specific individuals or households, the SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the COUNTY and/or monitors or their designees for review upon request.

4. Disclosure

The SUBRECIPIENT understands that client information collected under this Subrecipient Agreement is private and the use or disclosure of such information, when not directly connected with the administration of this COUNTY'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Subrecipient Agreement, may be prohibited by relevant state and/or federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-out Procedures

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: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records, and providing copies of the payment register showing the payment of CDBG funds. Notwithstanding the foregoing, all program activities must be completed by December 31, 2026. Final Invoices shall be due to the COUNTY no later than thirty (30) calendar days after the expiration or termination of this Agreement or last date of eligible expenditures by the SUBRECIPIENT, whichever the earlier of the dates.

6. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Subrecipient Agreement shall be made available to the COUNTY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Subrecipient Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200 and to submit a copy of that audit to the COUNTY within thirty (30) days after the SUBRECIPIENT'S receipt thereof.

7. Public Records

SUBRECIPIENT shall comply with applicable public records laws. SUBRECIPIENT shall keep and maintain public records required by COUNTY to perform the services contemplated herein. Upon request from the COUNTY'S custodian of public records, SUBRECIPIENT shall provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law. SUBRECIPIENT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SUBRECIPIENT does not transfer the records to the COUNTY. Upon completion or early termination of the Agreement, SUBRECIPIENT shall transfer, at no cost, to the COUNTY all public records in possession of SUBRECIPIENT or keep and maintain public records required by COUNTY to perform the services contemplated herein. If SUBRECIPIENT transfers all public records to COUNTY upon completion of the Agreement, SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If SUBRECIPIENT keeps and maintains public records upon completion of the Agreement, SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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. Reporting and Payment Procedures

1. 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.

2. Indirect Costs

The SUBRECIPIENT shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. No indirect costs are allowed under this Subrecipient Agreement.

3. Payment Procedures

The COUNTY will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and COUNTY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT, and not to exceed actual cash requirements. Payments will be adjusted by the COUNTY in accordance with advance fund and program income balances available in SUBRECIPIENT accounts. In addition, the COUNTY reserves the right to liquidate funds available under this Agreement for costs incurred by the COUNTY on behalf of the SUBRECIPIENT.

4. Progress Reports

The SUBRECIPIENT shall submit regular Progress Reports to the COUNTY in the form, content, and frequency as required by the COUNTY. These reports shall be submitted on a monthly basis and are due by the 15th of the month subsequent to the provision of services of which the SUBRECIPIENT is reporting.

D. PROCUREMENT

1. Compliance

If the SUBRECIPIENT is a non-governmental entity, the SUBRECIPIENT shall comply with the current COUNTY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein, so long as the COUNTY policy is more stringent than and not in conflict with 2 CFR 200. In the event of a conflict, 2 CFR 200 applies. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Subrecipient Agreement.

In the event the SUBRECIPIENT is a governmental entity, it may follow its own procurement policies concerning the purchase of equipment, provided the policies are equal to or more stringent than and not in conflict with those found in 2 CFR 200.

SUBRECIPIENT shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Subrecipient Agreement. Disposition of equipment purchased under this Subrecipient Agreement shall be disposed of in accordance with 2 CFR 200.

2. OMB Standards

Unless specified otherwise within this Subrecipient Agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The SUBRECIPIENT shall obtain written approval from the COUNTY prior to any travel outside the metropolitan area with funds provided under this Subrecipient Agreement. Travel expenses, if authorized by the COUNTY, will be reimbursed according to section 112.061, Florida Statute, and Sarasota County Resolution No. 2016-170 and applicable federal laws.

E. System for Award Management (SAM) Requirement

Unless the SUBRECIPIENT of this award is exempted from this requirement under 2 CFR 25.110, the SUBRECIPIENT must maintain the accuracy of its information in the SAM until the SUBRECIPIENT submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the SUBRECIPIENT review and update the information at least annually after the initial registration, and more frequently if required by changes in the SUBRECIPIENT information or by another award condition.

XIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

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.

XIV. PERSONNEL & PARTICIPANT CONDITIONS [For current applicability, see Section XXIV.]

A. Civil Rights

1. Compliance

The SUBRECIPIENT agrees to comply with all 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 Architectural Barriers Act of 1968, 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

This Subrecipient Agreement may be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. 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.

B. Affirmative Action

1. Approved Plan

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. Upon written request from SUBRECIPIENT, the COUNTY will provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such a program. The SUBRECIPIENT shall have an Affirmative Action Program in place prior to the award of funds and shall be made available upon request by the COUNTY.

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. For the purpose of this definition, "Minority group members" include Black/African 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. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients and subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the COUNTY, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, provisions stated herein.

Records of subrecipients. The Federal agency or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to any records of the SUBRECIPIENT pertinent to the Federal award, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

Expiration of right of access. The rights of access are not limited to the required retention period but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon SUBRECIPIENTS.

4. 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.

5. 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.

6. Subcontractor Provisions

The SUBRECIPIENT will include the provisions of Paragraphs XIV.A. Civil Rights and B. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. 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 (12 U.S.C § 1701u), 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 be given 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 that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based pain hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the

metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income persons residing within the service area or the neighborhood in which the CDBG-funded project is located, and to low- and very low-income residents within the service area of the neighborhood in which the project is located, and to low- and very low-income participants in other 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. 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.

D. Conduct

1. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the COUNTY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

2. Mandatory Disclosures

The SUBRECIPIENT of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder),

it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the COUNTY. SUBRECIPIENTS are also required to report matters related to recipient integrity and performance in accordance with Appendix XII to Part 200, Title 2 (Oct. 1, 2024). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

3. Never Contract with the Enemy

SUBRECIPIENTS are subject to the guidance implementing Never Contract with the Enemy in 2 CFR part 183. The guidance in 2 CFR part 183 affects covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

4. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all the applicable provisions of this Agreement to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to ensure that all subcontracts awarded in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

- e. SUBRECIPIENT shall comply with all terms and conditions as set forth in Exhibit 3, Special Conditions for CDBG Solicitations and (Sub)Contracts, attached hereto and incorporated herein.

5. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this 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.

6. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 CFR 200 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. A recipient or SUBRECIPIENT must disclose in writing any potential conflict of interest to the Federal agency or pass-through entity in accordance with the established Federal agency policies.
- b. The SUBRECIPIENT shall maintain written standards of conduct that shall govern the performance of its officers, employees and agents engaged in the selection, award and administration of contracts supported by Federal funds.
- c. No employee, officer or agent of the SUBRECIPIENT may participate in the selection, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- d. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered” person includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

7. Whistleblower Protections

An employee of the SUBRECIPIENT must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes

is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The SUBRECIPIENT must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

8. **Anti-Lobbying Certification (Applies to Contracts over \$100,000)**

By executing this Subrecipient Agreement, the SUBRECIPIENT certifies that:

- a. 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 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 Subrecipient Agreement, grant, loan, or cooperative agreement.
- b. 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.
- c. SUBRECIPIENT will require that the language of paragraph d. 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 sub-awardees shall certify and disclose accordingly.
- d. Lobbying Certification

SEPARATE LOBBYING FORM INCLUDED FOR SIGNATURE (Exhibit 4)

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 for each such failure.

9. Copyright and License to Inventions

If this Subrecipient Agreement results in any copyrightable material the COUNTY and HUD reserve the right to have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or material for governmental purposes. 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.

XV. ENVIRONMENTAL CONDITIONS [For current applicability, see Section XXIV.]

A. Clean Air and Water Act

The SUBRECIPIENT agrees to 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, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and the Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended. Violations must be reported to the Federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

B. 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).

C. 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.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Subrecipient Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older, or that are included on a Federal, State, or local historic property list.

XVI. DEBARMENT AND SUSPENSION CERTIFICATION (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), <https://www.sam.gov>, 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) (Contracts, subcontracts of amounts in excess of \$25,000).

SUBRECIPIENTS are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as well as 2 CFR part 180. The regulations in 2 CFR part 180 restrict making Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in Federal awards.

SUBRECIPIENT MUST COMPLETE THE GOVERNMENT WIDE DEBARMENT AND SUSPENSION CERTIFICATION ATTACHED HERETO (Exhibit 5)

XVII. ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS

- A. Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph E of this section. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and

other facilities made available under covered activities funded by programs listed in paragraph E of this section. “Benefits” do not include relocation services and payments to which displacees are entitled by law.

- B. Covered activities. “Covered activities” under this section means activities meeting the requirements of § 570.208(a) that either:
 - 1. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
 - 2. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.
- C. Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.
- D. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.
- E. Programs affected.
 - 1. The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the SUBRECIPIENT’S grant.
 - 2. The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.
 - 3. The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.
 - 4. The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the SUBRECIPIENT’S subaward.

XVIII. SPECIAL CONDITIONS

- A. In addition to the conditions contained on form HUD 7082, the SUBRECIPIENT shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General

Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

**SEPARATE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT FORM INCLUDED FOR SIGNATURE (Exhibit 6)**

- B. The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The COUNTY must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. The COUNTY must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.
- C. The SUBRECIPIENT shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- D. The SUBRECIPIENT or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- E. E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from COUNTY of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The SUBRECIPIENT shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from COUNTY of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity

for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- F. CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- G. The SUBRECIPIENT must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the SUBRECIPIENT's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

XIX. VENUE, JURISDICTION, WAIVER OF JURY TRIAL

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 proper 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. The Parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Subrecipient Agreement. The construction of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida.

XX. CONVICTED VENDOR LIST

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

XXI. SCRUTINIZED COMPANIES

§287.135, 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 §215.473 and §215.4725, F.S. SUBRECIPIENT certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the 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 §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the COUNTY may terminate this Subrecipient Agreement if a false certification has been made, or the SUBRECIPIENT 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.

XXII. FOREIGN COUNTRY OF CONCERN

Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria listed below.

1. The entity is owned by the government of a foreign country of concern;
2. The government of a foreign country of concern has a controlling interest in the entity;
or
3. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

SEPARATE FOREIGN COUNTRY OF CONCERN ATTESTATION INCLUDED FOR SIGNATURE (Exhibit 7)

XXIII. HUMAN TRAFFICKING

Beginning July 1, 2024, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section of the Florida Statutes.

SEPARATE HUMAN TRAFFICKING ATTESTATION INCLUDED FOR SIGNATURE (Exhibit 8)

XXIV. FEDERAL REGULATIONS

This Agreement shall be read to be consistent with state and federal law, as may be amended. If any federal regulations or Executive Orders cited herein are superseded, amended, rescinded, overturned, revoked, or otherwise deemed invalid, those federal regulations or Executive Orders

shall automatically be stricken from this Subrecipient Agreement with no further action required by the Parties. 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. The Parties agree to work in good faith to amend this Subrecipient Agreement as needed to incorporate any changes to the federal regulations as they are made available by the appropriate federal authorities.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. SURVIVAL

Sections II.E, III, IV, VII, VIII, IX.C, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XXIV, XXVIII, 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.

XXIX. 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.

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 Faust, MMC, City Clerk

By: _____
Phil Stokes
Mayor, City of North Port

Approved as to form and correctness:

Michael Golen, CPM
Interim 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

EXHIBIT 1
SUBAWARD INFORMATION

- A. SUBRECIPIENT name – City of North Port, Florida
- B. SUBRECIPIENT UEI number – Z9MLXPDL2AM3
- C. Federal Award Identification Number – B-24-UC-12-0014
- D. Federal Award Date – 09-05-2024
- E. Sub-award period of performance start and end date – October 1, 2024 to December 31, 2026.
- F. Sub-award budget period start and end date – October 1, 2024 to December 31, 2026.
- G. Amount of Federal Funds obligated by this action by the COUNTY to the SUBRECIPIENT – \$166,120
- H. Total Amount of Federal Funds obligated to the SUBRECIPIENT including the current obligation – \$1,266,120
- I. Total amount of Federal Award committed to the SUBRECIPIENT by the COUNTY – \$581,120
- J. Federal award project description – CDBG funds are being sub-awarded to the SUBRECIPIENT to design and construct improvements along the banks of the canal on South Biscayne Drive between Alam Avenue and Trionfo Avenue in a low-moderate income census tract.
- K. Name of Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity – U.S. Department of Housing and Urban Development, Sarasota County, 1660 Ringling Blvd., Sarasota, Florida 34236.
- L. Assistance Listing and Name – 14.218 – Community Development Block Grants / Entitlement Grants
- M. Is the award for Research and Development – No
- N. Indirect cost rate for the Federal award – None

END OF EXHIBIT 1
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EXHIBIT 2 INSURANCE

- A. The Subrecipient agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the County's review or acceptance of insurance maintained by the Subrecipient is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement.
- B. The Subrecipient shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article.
- C. The Subrecipient shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Subrecipient prior to commencing operations under this Agreement to verify such coverage:

- i. **All Subrecipients:**

Commercial General Liability - The Subrecipient shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent. with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence. Subrecipient further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit either shall apply separately to this contract or shall be at least twice the required occurrence limit.

The Subrecipient agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured-Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The certificate holder and additional insured shall be listed in the name of the Sarasota County, Florida.

- ii. **Subrecipients Providing Services at County Facilities:**

Workers' Compensation - The Subrecipient shall maintain coverage for its employees with statutory workers' compensation limits and no less than one hundred thousand dollars (\$100,000) for each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Chapter 440, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the Leased Employee Affidavit attached as "Form 6."

Business Automobile Liability -The Subrecipient shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO

form as filed for use in Florida or its equivalent, with limits of not less than five hundred thousand dollars (\$500,000) per accident. In the event the Subrecipient does not own automobiles, the Subrecipient shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

iii. **Subrecipients Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars (\$100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01 (13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

iv. **Subrecipients Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than one million dollars (\$1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the Subrecipient agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period ("SERP") during the life of this Agreement the Subrecipient agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage.

- D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
- E. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
- F. The Subrecipient shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Subrecipient shall also provide copies of any applicable endorsements as required above.
- G. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

Sarasota County, Florida
Attention: Risk Management Division
1660 Ringling Blvd.
Sarasota, FL 34236

- H. State Agencies or Subdivisions. If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes):
- i. **Paragraphs A -G** of this Article are not applicable. However, such paragraphs do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Subrecipient in any such subcontracts.
 - ii. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in Paragraph G of this Article.

END OF EXHIBIT 2

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EXHIBIT 3
SPECIAL CONDITIONS FOR CDBG SOLICITATIONS & (SUB)CONTRACTS
[For current applicability, see Section XXIV of the Agreement.]

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 10 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 10-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 10 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.

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 drugfree workplace requirements in accordance with the Act and with HUD rules at 24 CFR Part 24, Sub-Part F.

Insurance (All contracts)

Insurance and Bonding shall be required for all contractors required, as specified in Section XI of this Subrecipient Agreement, as well as any requirements set forth in the bidding or solicitation documents, and/or any other applicable laws or regulations.

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

- (a) Subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain covered telecommunications equipment or services;

- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
 - (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) 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);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) 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;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must 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 telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

Domestic Preference for Procurements (All contracts)

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 purchase orders for work or products related to the Subrecipient Agreement.

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 businesses, minority businesses, women's business enterprise, veteran-owned and labor surplus area firms (2 CFR 200.321) (All contracts)

(a) When possible, the subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

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.), as amended, 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), as amended.

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 forth 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 Contractor 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) The SUBRECIPIENT and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the 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.

- (b) The recipient or SUBRECIPIENT should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

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 and Contractor agree 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)

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.

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, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and the Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended. Violations must be reported to the Federal awarding agency and the Regional office of the Environmental Protection Agency (EPA).

Bonding (Construction or facility improvement) (\$250,000)

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.

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 and Related Acts Requirements

See Davis-Bacon Wage Determination Decision, #[*Subrecipient to insert appropriate Wage # here*]

(a) Davis-Bacon Contract provisions and related matters (Construction over \$2,000)

(1) Minimum wages —

(i) Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30

days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding —

(i) **Withholding requirements.** The County or the U.S. Department of Housing and Urban Development (HUD) may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered

necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the County or HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) Records and certified payrolls —

(i) Basic record requirements —

(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a

development statute) for a period of at least 10 years after all the work on the prime contract is completed.

(B) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements —

(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the City of North Port if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the U.S. Department of Housing and Urban Development. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 10 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the County, City of North Port, U.S. Department of Housing and Urban Development or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the County, City of North Port, U.S. Department of Housing and Urban Development or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided

or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the U.S. Department of Housing and Urban Development if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of North Port, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity —

(i) Apprentices —

(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the County or U.S. Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** (Contracts over \$100,000) As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

(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 (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 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 (b)(1).

(3) Withholding for unpaid wages and liquidated damages —

(i) Withholding process. The City of North Port, County or U.S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) **Subcontracts.** The contractor or subcontractor must insert in any contracts or subcontracts in an excess of \$100,000 the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Subrecipient must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 10 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made

available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) Incorporation of contract clauses and wage determinations by reference. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) Incorporation by operation of law. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

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 offerors. In addition, contractors will be required to provide payroll information to The City of North Port on a weekly basis for verification of compliance. SUBRECIPIENT 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 II 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. Department of Housing and Urban Development.

END OF EXHIBIT 3

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EXHIBIT 4
LOBBYING FORM
31 U.S.C. 1352 and 2 CFR Part 200 Appendix II (I)

The Lobbying requirements mandate the maximum flow down, pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Date _____

Print Name of Authorized Official _____

Title _____

Signature of Authorized Official _____

Company Name _____

EXHIBIT 5
GOVERNMENT WIDE DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. Department of Housing and Urban Development regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. Part 2424, which adopts and supplements the Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a HUD official irrespective of the contract amount. As such, the contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Contract;
- b. Suspended from participation in any federally assisted Contract;
- c. Proposed for debarment from participation in any federally assisted Contract;
- d. Declared ineligible to participate in any federally assisted Contract;
- e. Voluntarily excluded from participation in any federally assisted Contract; or
- f. Disqualified from participation in any federally assisted Contract.

By signing and submitting this form, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 2424, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date _____

Print Name of Authorized Official _____

Title _____

Signature of Authorized Official _____

Company Name _____

EXHIBIT 6
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
Data Collection Form

The Federal Funding Accountability and Transparency Act (FFATA) requires a system to allow federal prime grant awardee recipients to report sub-award activity and executive compensation. The FFATA Subaward Reporting System – FSRS.gov – is the system that allows grant award recipients to electronically report their sub-award activity.

Pursuant to 2 CFR Appendix A to Part 170 - Award Term (as defined in 2 CFR 170.320), and in compliance with the FFATA Subaward Reporting System (FSRS) reporting requirements, Sarasota County must capture and report sub-recipient and executive compensation data regarding its first-tier sub-awards that obligate **equal to or in excess of \$30,000** in Federal funds.

ORGANIZATION AND PROJECT INFORMATION:

Active Unique Entity ID (sam.gov): _____ Congressional District _____

Name of Entity: _____

Address of Entity: _____

City _____, State _____, Country _____ Zip code _____

Amount of Sub Award: _____ Federal Contract No. _____

Project Description: _____

Entity's Principal Place of Performance:

City _____, State _____, Country _____ Zip code _____

Congressional District _____

EXECUTIVE COMPENSATION INFORMATION:

- 1) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity with this SAM record, represented by a Unique Entity ID number,) receive:
 - a) 80 percent or more of its annual gross revenue in Federal procurement contracts (and subcontracts) and Federal financial assistance awards subject to the Transparency Act, as defined at § 170.320 (and subawards); **and**
 - b) \$25,000,000 or more in annual gross revenue from Federal procurement contracts (and subcontracts) and Federal financial assistance awards subject to the Transparency Act, as defined at § 170.320;

YES _____ (answer question #2) NO _____ (only signature is required)

2. Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity with this SAM record, represented by a Unique Entity ID number) unless publicly available, through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U. S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986

YES _____ only signature is required) NO _____ (provide compensation data and signature)

If you answer No to question #1, compensation data is not required. If you answer No to question #2, please provide the following information below: Names and total compensation of each of the five (5) most highly compensated executives for Sub-recipient's preceding fiscal year. Total compensation includes salary and bonus, awards of stock, stock options and stock appreciation rights, earnings for services under non-equity incentive plans, change in pension value, above-market earnings on deferred compensation which is not tax-qualified, and other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of employee, perquisites or property) for the executive exceeds \$10,000. For more information, please see 17 CFR 229.402(c)(2).

Names and total compensation of the five highest compensated officers of the entity:

No.	Name	Title	Total Compensation for Most Recently Completed Fiscal Year

Certification

I certify, on behalf of _____ (Insert Legal Entity Name) that the information provided in response to this information request is complete and accurate. I further certify that I have the authority to provide the requested information and execute this certification on behalf of _____ (Insert Legal Entity Name). Last, I certify that I am fully aware that the information provided in this Data Collection Form will be submitted to <https://www.fsrc.gov/> and may be made public.

Signature

Title

Name printed

Date

EXHIBIT 7
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

_____ (Insert Company name) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

EXHIBIT 8
HUMAN TRAFFICKING ATTESTATION

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in section 787.06, F.S.

_____ (Insert Company name) does not use coercion for labor or services.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: