

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA
AND
THE CITY OF NORTH PORT, FLORIDA
FOR
STORY WALK AT THE GARDEN OF THE FIVE SENSES PARK**

Contract Number: B-22-UC-12-0014

Assistance Listing 14.218

This First Amendment to the Subrecipient Agreement for a Story Walk at the Garden of the Five Senses Park ("First Amendment"), is made and entered into this 12th day of Sept., 2023 by and between Sarasota County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the City of North Port, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "SUBRECIPIENT."

RECITALS

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

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

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

WHEREAS, on or around January 10, 2023, the parties entered into the Subrecipient Agreement for Story Walk at the Garden of the Five Senses Park (the "Subrecipient Agreement"); and

WHEREAS, the COUNTY and the SUBRECIPIENT desire to amend the Subrecipient Agreement to extend the term of the Subrecipient Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed that the Subrecipient Agreement, County Contract #2023-074, between SUBRECIPIENT and COUNTY is amended as follows with all other terms in the Subrecipient Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The Subrecipient Agreement is hereby reinstated as though it never expired. The parties ratify the terms and conditions of the Subrecipient Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. The effect of this First Amendment modifies the sections of the Subrecipient Agreement as identified herein. Where a section of the Subrecipient Agreement is not identified, the terms as they appear in the Subrecipient Agreement remain and apply.
- B. All references to this "Subrecipient Agreement" in the Subrecipient Agreement and this First Amendment mean and include both the Subrecipient Agreement and this First Amendment.
- C. This First Amendment is effective as of June 29, 2023, and shall continue through the completion of the project or as otherwise provided in the Subrecipient Agreement as amended herein.

2. SUBRECIPIENT AGREEMENT SECTION II. STATEMENT OF WORK

Section II.B. of the Subrecipient Agreement is hereby stricken and replaced in its entirety as follows:

B. Agreement Term and Work Schedule

Services of the SUBRECIPIENT shall start upon execution of the Subrecipient Agreement by both the City of North Port Commission and the Sarasota Board of County Commissioners and end on September 30, 2023. The term of this Subrecipient Agreement shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including program income. Notwithstanding the foregoing, the SUBRECIPIENT must comply with the requirements of 2 CFR 200.345 and the surviving provisions of this Subrecipient Agreement as indicated herein.

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

- 1. January 25, 2023 – Design complete.
- 2. February 15, 2023 – Project Bid published.
- 3. April 1, 2023 – Contractor selected.
- 4. May 15, 2023 – Work to begin on or before this date.
- 5. September 30, 2023 – Work completed on or before this date.

Section II.F. of the Subrecipient Agreement is hereby stricken and replaced in its entirety as follows:

F. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT will solicit bids, choose a qualified contractor and oversee installation of 40 story-telling signs displayed along the walking path of the park to be completed by September 30, 2023.

3. SUBRECIPIENT AGREEMENT SECTION VIII. SUSPENSIONS AND TERMINATIONS

Section VIII.B. of the Subrecipient Agreement is hereby stricken and replaced in its entirety as follows:

B. Termination for Convenience

Except as provided in Paragraph VIII.A., this Subrecipient Agreement may be terminated only 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 case of such termination for convenience, the COUNTY shall reimburse SUBRECIPIENT for such properly documented costs incurred in the performance of this Subrecipient Agreement prior to the date of termination of the Subrecipient Agreement. The SUBRECIPIENT remains responsible for compliance with the requirements in 2 CFR 200, other applicable state and federal laws, as well as the surviving provisions of this Subrecipient Agreement if terminated. The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

4. SUBRECIPIENT AGREEMENT SECTION XIV. OTHER SUBRECIPIENT REQUIREMENTS

Section XIV.J. of the Subrecipient Agreement is hereby stricken and replaced in its entirety as follows:

J. Close-out

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

5. EXHIBIT 1 – SUBAWARD INFORMATION

Exhibit 1 – Subaward Information is hereby replaced in its entirety with the amended Exhibit 1 – Subaward Information, attached hereto and incorporated herein.

**SIGNATURE PAGE FOLLOWS
THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

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
Heather Faust, MMC, City Clerk

By: Brian Langdon
Mayor, City of North Port

Approved as to form and correctness:

By: [Signature]
Amber L. Slayton, B.C.S., City Attorney

August 8, 2023
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: Mania Bocci
Deputy Clerk

By: [Signature]
Chairman



Approved as to form and correctness:

By: [Signature]
County Attorney *COS*

9/12/2023
Date signed by Sarasota County

**EXHIBIT 1
SUBAWARD INFORMATION**

- A. SUBRECIPIENT name – City of North Port, Florida
- B. SUBRECIPIENT DUNS number – 095381930
- C. Federal Award Identification Number – B-22-UC-12-0014
- D. Federal Award Date – October 1, 2022
- E. Sub-award period of performance start and end date – Date of Execution of Sub-Recipient Agreement through September 30, 2023
- F. Amount of Federal Funds obligated by this action by the COUNTY to the SUBRECIPIENT - \$20,000.00
- G. Total Amount of Federal Funds obligated to the SUBRECIPIENT including the current obligation - \$1,158,005.00
- H. Total amount of Federal Award committed to the SUBRECIPIENT by the COUNTY - \$380,000.00
- I. Federal award project description – CDBG funds are being sub-awarded to the SUBRECIPIENT to make capital improvements to a park located in a low-moderate income census tract.
- J. Name of the Federal awarding agency– U.S. Department of Housing and Urban Development (HUD).
- K. Name of the pass-through entity – Sarasota County
- L. Contact information for awarding official of the Pass-through entity – Office of Housing and Community Development, 111 South Orange Avenue, Sarasota, Florida 34236.
- M. Assistance Listing and Name – 14.218 – Community Development Block Grants / Entitlement Grants
- N. Is the award for Research and Development – No
- O. Indirect cost rate for the Federal award – None

**END OF EXHIBIT 1
THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**