

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA
AND
THE CITY OF NORTH PORT, FLORIDA
FOR
PAN AMERICAN BLVD. SEAWALL RENOVATION**

Contract Number: B-20-UC-12-0014

Assistance Listing Number 14.218

This First Amendment to the Subrecipient Agreement for the Pan American Blvd. Seawall Renovation is made and entered into in Sarasota, Florida this ____ day of _____, 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."

WHEREAS, on or around February 22, 2022, the parties entered into the Subrecipient Agreement, County Contract #2022-144 for the Pan American Blvd. Seawall Renovation (the "Original Subrecipient Agreement"); and

WHEREAS, the parties mutually desire to amend the Original Subrecipient Agreement to extend the term of this Subrecipient Agreement; and

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;

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Subrecipient Agreement, County Contract #2022-144, between the SUBRECIPIENT and COUNTY is amended as follows, with all other terms in the Original Subrecipient Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Subrecipient Agreement not inconsistent with this Amended Agreement, all of which are incorporated by reference as if set forth fully herein. The effect of this Amended Agreement is to the sections of the Original Subrecipient Agreement as identified herein. Where a section of the Original Subrecipient Agreement is not identified, the terms as they appear in the Original Subrecipient Agreement remain and apply.
- B. This Amended Agreement is effective as of June 29, 2023 (the “Effective Date”) and shall continue through the completion of the project or as otherwise provided in the Original Subrecipient Agreement as amended herein.

2. ORIGINAL SUBRECIPIENT AGREEMENT SEC. II. STATEMENT OF WORK

Section II.B. of the Original 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 Commission and end on December 31, 2023. The term of this Subrecipient Agreement shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including program income. Notwithstanding the foregoing, the SUBRECIPIENT must comply with the requirements of 2 CFR 200.345 and the surviving provisions of this Subrecipient Agreement as indicated herein.

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

- 1. December 31, 2021 – Design complete.
- 2. April 15, 2022 – Project Bid published.
- 3. June 30, 2022 – Contractor selected.
- 4. August 15, 2022 – Work to begin on or before this date.
- 5. December 31, 2023– Work completed on or before this date.

3. ORIGINAL SUBRECIPIENT AGREEMENT SECTION VII. SUSPENSIONS AND TERMINATIONS

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

B. Termination for Convenience

Except as provided in Paragraph VII.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. ORIGINAL SUBRECIPIENT AGREEMENT SECTION XI. OTHER SUBRECIPIENT AGREEMENTS

Section XI.H. of the Original Subrecipient Agreement is hereby stricken and replaced in its entirety as follows:

H. Close-out

Subject to 2 CFR 200.345 and the surviving provisions herein, this Subrecipient Agreement shall remain in effect until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: providing copies of the payment register showing the payment of CDBG funds and determining the custodianship of records. Notwithstanding the foregoing, all program activities must be completed by December 31, 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
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IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Original Subrecipient Agreement as of the date first written above.

ATTEST: City of North Port, Florida

By: _____ By: _____
Heather Faust, MMC, City Clerk Mayor, City of North Port

Approved as to form and correctness:

By: _____
Amber L. Slayton, B.C.S., City Attorney Date signed by Mayor

ATTEST: BOARD OF COUNTY COMMISSIONERS
KAREN E. RUSHING, Clerk of the OF SARASOTA COUNTY, FLORIDA
Circuit Court and Ex-Officio
Clerk of the Board of County
Commissioners of Sarasota,
County Florida

By: _____ By: _____
Deputy Clerk Chairman

Approved as to form and correctness:

By: _____
County Attorney Date signed by Sarasota County

**AMENDED EXHIBIT 1
SUBAWARD INFORMATION**

- A. SUBRECIPIENT name – City of North Port, Florida.
- B. SUBRECIPIENT DUNS number – 095381930.
- C. Federal Award Identification Number – B-20-UC-12-0014.
- D. Federal Award Date – October 1, 2019.
- E. Sub-award period of performance start and end date – Date of Execution of Sub-Recipient Agreement through December 31, 2023.
- F. Amount of Federal Funds obligated by this action by the COUNTY to the SUBRECIPIENT - \$100,000.00.
- G. Total Amount of Federal Funds obligated to the SUBRECIPIENT including the current obligation - \$379,000.00.
- H. Total amount of Federal Award committed to the SUBRECIPIENT by the COUNTY - \$379,000.
- I. Federal award project description – CDBG funds are being sub-awarded to the SUBRECIPIENT to design and construct improvements along Pan American Blvd. near Jeffrey Avenue between Merrill Street and Safford Terrace serving low-income residents.
- J. Name of the Federal awarding agency– U.S. Department of Housing and Urban Development (HUD).
- K. Name of the pass-through entity – Sarasota County.
- L. Contact information for awarding official of the Pass-through entity – Office of Housing and Community Development, 111 South Orange Avenue, Sarasota, Florida 34236.
- M. Assistance Listing – 14.218 – Community Development Block Grants / Entitlement Grants.
- N. Is the award for Research and Development – No.
- O. Indirect cost rate for the Federal award – None.

**END OF EXHIBIT 1
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