

**SUBRECIPIENT AGREEMENT  
BETWEEN SARASOTA COUNTY, FLORIDA  
AND  
THE CITY OF NORTH PORT, FLORIDA  
FOR  
SOCIAL SERVICE CASE MANAGEMENT**

**Contract Number: B-23-UC-12-0014**

**Assistance Listing 14.218**

This Subrecipient Agreement is made and entered into in Sarasota, Florida this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between Sarasota County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY” and the City of North Port, Florida, a municipal corporation of the State of Florida, hereinafter referred to as “SUBRECIPIENT.”

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

WHEREAS, the 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 administering social services case management services during the effective dates of this Subrecipient Agreement in a manner satisfactory to the COUNTY using CDBG funds.

The SUBRECIPIENT will receive CDBG funds to assist a minimum of 125 persons residing in Sarasota County who have household incomes at or below 80% of the Area Median Income (AMI) for Sarasota County, Florida as published annually by the U.S. Department of Housing and Urban Development, hereinafter referred to as a “BENEFICIARY.” Social Service Case Managers will provide income verifications for beneficiaries applying for financial assistance in alignment with the U.S. Department of Housing and Urban Development AMI calculation policies and procedures.

A. Work to be Performed

The COUNTY will pay the SUBRECIPIENT for personnel costs associated with the delivery of the following services listed below. Funds will only be used to pay personnel costs and benefits involved in the direct provision of these services.

1. Client Intake - The SUBRECIPIENT will interview the head of household of all families requesting assistance to determine if they qualify for identified services. The SUBRECIPIENT will identify all individuals residing in the household at the time of assistance.
2. Income Verification – The SUBRECIPIENT will verify the incomes of all individuals or families who will receive assistance under this program to ensure that the total household has an annual income, as defined in 24 CFR 5.609, that is at or below 80% of the Area Median Income (AMI) for Sarasota County as published annually by the U.S. Department of Housing and Urban Development, hereinafter referred to as “HUD”.
3. Eligibility Determination – The SUBRECIPIENT will determine if the individual or family requesting financial assistance is qualified to be a BENEFICIARY under the CDBG program.
4. Case Referral – The SUBRECIPIENT will work with the BENEFICIARY to identify the appropriate financial assistance that is needed and/or refer the BENEFICIARY to the appropriate agency for assistance consistent with this Subrecipient Agreement.
5. Monthly Reimbursement – The SUBRECIPIENT will request reimbursement from the COUNTY as provided in Section VIII of this Subrecipient Agreement.
6. Monthly Report –The SUBRECIPIENT will submit a report on a form approved by the COUNTY showing the number of BENEFICIARIES assisted by each of the programs eligible to receive financial services using CDBG funds as described in Exhibit 3. These reports shall be submitted on a monthly basis and are due by the 15<sup>th</sup> 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, 2023 and end on September 30, 2024. The SUBRECIPIENT must comply with the requirements of 2 CFR 200.345 and the surviving provisions of this Subrecipient Agreement as indicated herein.

C. Amount of Subaward

The funds reimbursed to the SUBRECIPIENT under this Subrecipient Agreement shall not exceed \$55,000. All funds must be used for the personnel costs associated with the direct provision of social service case management as defined in this Section II of this Subrecipient Agreement.

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 to moderate income persons.

F. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT will assist a minimum of 62 BENEFCIARIES and expend at least \$20,000 in CDBG funds no later than April 30, 2024 and assist a minimum of 125 BENEFCIARIES and spend in total \$55,000 in CDBG funds no later than September 30, 2024.

The number of BENEFCIARIES served per year is the minimum number of BENEFCIARIES that will receive assistance. The SUBRECIPIENT may assist more than 125 BENEFCIARIES provided the total amount of CDBG funds does not exceed \$55,000.

G. Staffing

SUBRECIPIENT will ensure CDBG funds are only used to pay personnel costs and benefits involved in the direct provision of these services as outlined in Section II.

**III. BUDGET**

The maximum allowable costs for which the SUBRECIPIENT will be reimbursed with CDBG funds is \$55,000.00. 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 rules, regulations, or provisions referred to herein, 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 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.

## **VI. 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. Such property acquired or improved under this Subrecipient Agreement after the expiration of the five-year period (or such longer period of time as the COUNTY deems appropriate).
- 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.

## **VII. 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.

## **VIII. 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 \$55,000.00. 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 15<sup>th</sup> 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: Program Management Division  
1660 Ringling Blvd., 3<sup>rd</sup> Floor  
Sarasota Florida 34236  
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, payroll/financial reports along with a calculation for percentage of time spent.

- B. Includes a dated cover letter of the SUBRECIPIENT’S organization, with a description defining the period of performance dates which it has incurred eligible expenses that are now being requested for reimbursement.
- C. Pursuant to 2 CFR § 200.415(a) (“**Required Certifications**”), include the following federally required attestation executed by an individual that is legally authorized to do so by the SUBRECIPIENT:

**“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 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.

## IX. 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

SUBRECIPIENT

Steve Hyatt  
Sarasota County Government  
1660 Ringling Blvd., 3rd Floor  
Sarasota, Florida 34236

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

## **X. 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**

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



consent by either party to be sued by third parties in any manner arising out of or relating to this Subrecipient 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 made possible with funds 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. Such amendments shall not invalidate this Subrecipient Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Subrecipient Agreement.

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.

**XI. 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 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.

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

### 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. 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](mailto: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 contract 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.

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 currency 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.

## **XII. 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.

### **XIII. PERSONNEL & PARTICIPANT CONDITIONS**

#### **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.

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 XIII.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. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract 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 of the provisions of this contract in its entirety 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 let 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.

3. 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.

4. 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. 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.
- b. 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.

- c. 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.

5. **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**

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.

6. 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.

**XIV. ENVIRONMENTAL CONDITIONS**

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.

### **XV. DEBARMENT AND SUSPENSION CERTIFICATION (Executive Orders 12549 and 12689)**

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), <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).

**SUBRECIPIENT must complete the Government Wide Debarment and Suspension certification attached hereto.**

### **XVI. 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.
  - 3. The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.
  - 4. The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.
  - 5. 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.
  - 6. The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient’s grant.

## **XVII. 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 Dun and Bradstreet Data Universal Numbering System (DUNS); 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.

- B. 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.
- C. 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.
- D. 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 recipient 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.
- E. 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).
- F. 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.

### **XVIII. 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.

### **XIX. 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.

### **XX. 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.

## **XXI. 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.

## **XXII. 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.

## **XXIII. 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.

## **XXIV. SURVIVAL**

Sections II.D, III, IV, V, VI, VII, VIII, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XXI, 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.

## **XXV. 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.

City of North Port, Florida

By: \_\_\_\_\_  
Heather Faust, MMC, City Clerk

By: \_\_\_\_\_  
Mayor, City of North Port

Approved as to form and correctness:

\_\_\_\_\_  
Amber L. Slayton, B.C.S., 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 – 095381930
- C. Federal Award Identification Number – B-23-UC-12-0014
- D. Federal Award Date – October 1, 2023
- E. Sub-award period of performance start and end date – October 1, 2023 through September 30, 2024
- F. Sub-award budget period start and end date – October 1, 2023 through September 30, 2024
- G. Amount of Federal Funds obligated by this action by the COUNTY to the SUBRECIPIENT - \$55,000.00
- H. Total Amount of Federal Funds obligated to the SUBRECIPIENT including the current obligation - \$805,000.00
- I. Total amount of Federal Award committed to the SUBRECIPIENT by the COUNTY - \$380,000.00
- J. Federal award project description – CDBG funds are being sub-awarded to the SUBRECIPIENT to administer social services case management services to low to moderate income households.
- K. Name of the Federal awarding agency– U.S. Department of Housing and Urban Development (HUD).
- L. Name of the pass-through entity – Sarasota County
- M. Contact information for awarding official of the Pass-through entity – Sarasota County, 1660 Ringling Blvd., Sarasota, Florida 34236.
- N. Assistance Listing and Name – 14.218 – Community Development Block Grants / Entitlement Grants
- O. Is the award for Research and Development – No
- P. Indirect cost rate for the Federal award – None

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

### **A. INSURANCE**

Before performing any work under this Subrecipient Agreement, SUBRECIPIENT shall procure and maintain, during the life of the Subrecipient Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A- Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by COUNTY’S Risk Management.

1. **WORKERS’ COMPENSATION:** SUBRECIPIENT will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Subrecipient Agreement, as required by the laws of the state where the SUBRECIPIENT is domiciled. Florida firms must provide evidence of Workers’ Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, AND Employer’s Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. Note: firms that are exempt from Florida’s Workers’ Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers’ Compensation.

In the event the SUBRECIPIENT has “leased” employees, the SUBRECIPIENT or the employee leasing company must provide evidence of a Workers’ Compensation policy for all personnel on the worksite. All documentation must be provided to Sarasota County, 1660 Ringling Blvd., Sarasota, FL 34236.

2. **COMMERCIAL GENERAL LIABILITY:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$500,000 each occurrence, covering all work performed under this Subrecipient Agreement.

### **B. POLICY FORM**

1. All policies required by this Subrecipient Agreement, with the exception of Workers’ Compensation, or unless specific approval is given by COUNTY Risk Management, are to be written on an occurrence basis, shall name Sarasota County Government as additional insured as their interest may appear under this Subrecipient Agreement. Insurer(s), exception of Professional Liability and Workers’ Compensation, shall agree to waive all rights of subrogation against Sarasota County Government.

2. Insurance requirements itemized in this Subrecipient Agreement and required of the SUBRECIPIENT shall be provided on behalf of all sub-contractors to cover their operations performed under this Subrecipient Agreement. The SUBRECIPIENT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
3. Each insurance policy required by this Subrecipient Agreement shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
  - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to COUNTY Risk Management.
4. The COUNTY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit SUBRECIPIENT's liability nor to fulfill the indemnification provisions and requirements of this Subrecipient Agreement.
6. The SUBRECIPIENT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Subrecipient Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by COUNTY'S Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the SUBRECIPIENT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Subrecipient Agreement are to be furnished to Sarasota County, 1660 Ringling Blvd., Sarasota, FL 34236 prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by COUNTY'S Office of Housing and Community Development before the SUBRECIPIENT will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Subrecipient Agreement, shall be provided to the SUBRECIPIENT'S / SUB-CONTRACTOR'S Consultant's insurance company



and COUNTY'S Risk Management as soon as practicable after notice to the insured.

10. On the insurance certificate, in the "Description of Operations/Special Provisions" section, the following must appear: Sarasota County Government is named as an additional insured, as their interests may appear on all policies except Professional Liability and Workers' Compensation. Waiver of subrogation in favor of Sarasota County Government must be included on all policies except Professional Liability and Workers Compensation.

In the "Certificate Holder" section, Sarasota County Government must be listed, and the insurance certificate mailed to:

Sarasota County Government  
1660 Ringling Blvd.  
Sarasota, FL 34236

**EXHIBIT 3**  
**DEMOGRAPHIC INFORMATION TO BE PROVIDED**

Each month the following cumulative data needs to be provided to the COUNTY:

The number of assisted households

The number of members in each assisted household

The number of assisted families that are a Female Headed Household

The number of assisted families in each of the following income categories

- Extremely Low Income
- Very Low Income
- Low Income

The number of assisted families in each of the following racial categories:

- White
- Black / African American
- Asian
- American Indian / Alaska Native
- Native Hawaiian / Pacific Islander
- American Indian / Alaska Native and White
- Asian and White
- Black / African American and White
- American Indian / Alaska Native and Black / African American
- Other Multi Racial

The number of assisted families in each of the following ethnic categories

- Hispanic
- Non-Hispanic

The number assisted families by Low Income Home Energy Assistance Program (LIHEAP), Season of Sharing (SOS) rental assistance, Sarasota County Area Transit (SCAT) bus passes or other social services.

The unduplicated report that tracks by service and client.

The outcomes report provided to other public entities.

**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 901, 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 DOE 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 901, 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 \_\_\_\_\_