

SARASOTA COUNTY
Standard SubGrant Agreement

This Agreement is entered into between the Parties named below to provide a pass through of funding granted by the FDEP to Sarasota County, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Biological Debris Removal within Sarasota County** Agreement Number: **RT012-CityVenice**

2. Parties **Sarasota County**
1660 Ringling Boulevard (County)
Sarasota, Florida 34236

Subgrantee: **City of Venice** Entity Type: **Local Government**

Subgrantee Address: **400 West Venice Avenue, Venice, FL 34285** FEID: **59-6000443**

3. Agreement Begin Date: **Execution** Date of Expiration: **06/04/2023**

4. Project Number: **N/A** Project Location(s): **City of Venice, within Sarasota County**
(If different from Agreement Number)

Project Description: **The Subgrantee will provide biological debris removal services. These services may include, but are not limited to, the containment, removal, cleanup, elimination, transportation, and disposal of biological debris associated with the red tide event. The Subgrantee may also sub-contract these services for biological debris removal.**

5. Total Amount of Funding: **\$115,448**

6. County's Grant Manager	Subgrantee's Grant Manager
Name: <u>Shawn Yeager</u>	Name: <u>Ricky Simpson, Director Public Works</u>
or successor	or successor
Address: <u>Parks Administration</u>	Address: <u>Public Works</u>
<u>1660 Ringling Blvd</u>	<u>1350 Ridgewood Ave</u>
<u>Sarasota, FL 34236</u>	<u>Venice, FL 34285</u>
Phone: <u>941-539-4925</u>	Phone: <u>941-882-7359</u>
Email: <u>syeager@scgov.net</u>	Email: <u>rsimpson@venicefl.gov</u>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F – 2019 FEMA Reimbursement Rate Sheet

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN): N/A	
Federal Award Date to County: N/A	
Total Federal Funds Obligated by this Agreement: N/A	
Federal Awarding Agency: N/A	
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Venice	SUBGRANTEE
Subgrantee Name	
By _____	Date Signed
<i>(Authorized Signature)</i>	
Nick Pachota, Mayor	
Print Name and Title of Person Signing	

Sarasota County	COUNTY
By _____	
<i>(Authorized Signature)</i>	
Date Signed	
Print Name and Title of Person Signing	

Additional signatures attached on separate page.

**SARASOTA COUNTY
STANDARD TERMS AND CONDITIONS
APPLICABLE TO FDEP RED TIDE
SUBGRANT AGREEMENTS
AGREEMENT NO. RT012-CityVenice**

ATTACHMENT 1

1. Entire Agreement.

This Subgrant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Subgrantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Subgrant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Subgrant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Subgrant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Subgrantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by County.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by County;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Subgrant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Subgrantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Subgrantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to County making payment on that deliverable. The Subgrantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard SubGrant Agreement.

5. Performance Measures.

The Subgrantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or Subgrantees shall comply with any security and safety requirements and processes, if provided by County, for work done at the Project Location(s). The County reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Subgrantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose the County's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the County's Grant Manager before payment. The Subgrantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Subgrantee's expense. If County's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The County reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Subgrantee's lack of satisfactory performance under the terms of this Agreement. The Subgrantee's efforts to correct the rejected deliverables will be at Subgrantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to County in accordance with the Agreement requirements. The County, at its option, may allow additional time within which Subgrantee may remedy the objections noted by County. The Subgrantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the County reserves the right to withhold payment when the Subgrantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Subgrantee does not meet a deadline for any deliverable, the County may reduce the invoice by 1% (one) for each day the deadline is missed, unless an extension is approved in writing by the County.
- c. Corrective Action Plan. If Subgrantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, County may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Subgrantee to County. The County requests that Subgrantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Subgrantee shall submit a CAP within eight (8) days of the date of the written request from County. The CAP shall be sent to the County's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, County shall notify Subgrantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Subgrantee shall have ten (10) days from receipt of County letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain County approval of a CAP as specified above may result in County's termination of this Agreement for cause as authorized in this Agreement.

Upon the County's notice of acceptance of a proposed CAP, Subgrantee shall have eight (8) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by County does not relieve Subgrantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Subgrantee, County shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions

approved by County or steps taken by Subgrantee shall preclude County from subsequently asserting any deficiencies in performance. The Subgrantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the County as requested by County's Grant Manager.

- ii. Failure to respond to a County request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by County may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by County, County agrees to pay Subgrantee for services rendered in accordance with Section 218.70, Florida Statutes (F.S.).
- b. Taxes. The County is exempted from payment of State sales, use taxes and Federal excise taxes. The Subgrantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Subgrantee to suppliers for taxes on materials used to fulfill its contractual obligations with County. The Subgrantee shall not use County's exemption number in securing such materials. The Subgrantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Subgrantee.
- d. Reimbursement for Costs. The Subgrantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by County pursuant to the Grant Work Plan shall be submitted to County in sufficient detail for a proper pre-audit and post-audit to be performed. The Subgrantee shall only invoice the County for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by County, at its discretion, if the completion of deliverables to date have first been accepted in writing by County's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to County no later than forty (40) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The County's performance and obligation to pay under this Agreement is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners and the Florida Department of Environmental Protection. The County shall promptly notify the Subgrantee if the necessary appropriation is not made.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated as provided in Section 218.70 et. seq. Florida Statutes.
- j. Refund of Payments to the County. Any balance of unobligated funds that have been advanced or paid must be refunded to the County. Any funds paid in excess of the amount to which Subgrantee is entitled under the terms of the Agreement must be refunded to County.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Subgrantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Subgrantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If County determines that multipliers charged by Subgrantee exceeded the rates supported by audit, Subgrantee shall be required to reimburse such funds to County within thirty (30) days of written notification. Interest shall be charged at the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Subgrantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If County determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Subgrantee shall be required to reimburse such funds to County within thirty (30) days of written notification. Interest shall be charged at the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Subgrantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subgrantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Subgrantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to County for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Subgrantee may request approval from County to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Subgrantee shall request advance written approval from County's Grant Manager of the fixed price negotiated by Subgrantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of County Grant Manager's approval of the fixed-price amount, Subgrantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Subgrantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Subgrantee's direct purchase of equipment is subject to specific approval of County and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Subgrantee's contract obligations to its subcontractor, County shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting required property interest and/or rights. If land acquisition costs are used to meet match requirements, Subgrantee

agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Subgrantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to County's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than fifteen (15) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The County will review the required reports submitted by Subgrantee within thirty (30) days.

11. Retainage.

The following provisions apply if County withholds retainage under this Agreement:

- a. The County reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Subgrantee pending satisfactory completion of work and approval of all deliverables.
- b. If Subgrantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Subgrantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The County shall provide written notification to Subgrantee of the failure to perform that shall result in retainage forfeiture. If the Subgrantee does not correct the failure to perform within the timeframe stated in County's notice, the retainage will be forfeited to County.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Subgrantee shall be paid the retainage associated with the work, provided Subgrantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subgrantees and/or Subcontractors. The Subgrantee shall require its subgrantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Subgrantee shall require all its subgrantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subgrantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The County shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Subgrantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Subgrantee shall provide County documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from County, Subgrantee shall furnish County with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Subgrantee cannot get adequate coverage, Subgrantee shall immediately notify County of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Subgrantee's insurance is provided through an insurance trust, the Subgrantee shall instead add the County and Florida Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the County's best interest, County may, at its sole discretion, terminate the Agreement in whole or in part by giving 20 days' written notice to Subgrantee. The County shall notify Subgrantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Subgrantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The County shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The County may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Subgrantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Subgrantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for

the convenience of County. The rights and remedies of County in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Subgrantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by County, Subgrantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Subgrantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Subgrantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Subgrantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If County has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Subgrantee shall continue to provide County with those services for which it has already been paid or, at County's discretion, Subgrantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Subgrantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Subgrantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Subgrantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, County shall provide notice to Subgrantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Subgrantee fail to perform within the time provided, Subgrantee will be found in default, and County may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of County or outside the reasonable control of Subgrantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Subgrantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the County of such, made by the Subgrantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Subgrantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Subgrantee (including its receiver or trustee in bankruptcy) provides to County adequate assurances, reasonably acceptable to County, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Subgrantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Subgrantee's business or property; and/or
 - iv. An action by Subgrantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The County may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the

best interest of the County to do so. The County shall provide Subgrantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Subgrantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, County shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Subgrantee to any additional compensation.

17. Force Majeure.

The Subgrantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Subgrantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Subgrantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Subgrantee. In case of any delay Subgrantee believes is excusable, Subgrantee shall notify County in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Subgrantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Subgrantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE SUBGRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against County. The Subgrantee shall not be entitled to an increase in the Agreement price or payment of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Subgrantee shall perform at no increased cost, unless County determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to County, in which case County may: (1) accept allocated performance or deliveries from Subgrantee, provided that Subgrantee grants preferential treatment to County with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Subgrantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Subgrantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless County and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subgrantee, its agents, employees, partners, or subcontractors; provided, however, that Subgrantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent actor omission of County;
 - ii. the Subgrantee's breach of this Agreement or the negligent acts or omissions of Subgrantee.
- b. The Subgrantee's obligations under the preceding paragraph with respect to any legal action are contingent upon County giving Subgrantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Subgrantee's sole expense; and (3) assistance in defending the action at Subgrantee's sole expense. The Subgrantee shall not be liable for any cost, expense, or compromise incurred or made by County in any legal action without Subgrantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Subgrantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

No provision in this Agreement shall require County to hold harmless or indemnify Subgrantee, insure or assume liability for Subgrantee's negligence, waive County's sovereign immunity under the laws of Florida, or otherwise impose liability on County for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The County's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Subgrantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit County's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The County may, in addition to other remedies available to it, at law or in equity and upon notice to Subgrantee, retain such monies from amounts due Subgrantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The County shall consider the employment by any Subgrantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Subgrantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subgrantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Subgrantee, 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 Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Subgrantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Subgrantee shall notify County if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Subgrantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Subgrantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Twelfth Judicial Circuit, in and for Sarasota County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Subgrantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement at its sole option if the Subgrantee is found to have submitted a false certification; or if the Subgrantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Subgrantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement at its sole option if the Subgrantee is found to have submitted a false certification; or if the Subgrantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Subgrantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Subgrantee and the State, Subgrantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Subgrantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Subgrantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The County, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Subgrantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of County's Inspector General, or other authorized State official, Subgrantee shall provide any type of information the Inspector General deems relevant to Subgrantee's integrity or responsibility. Such information may include, but shall not be limited to, Subgrantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Subgrantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Subgrantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Subgrantee will comply with this duty and ensure that its subgrantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subgrantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. County and Florida Department of Environmental Protection personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Subgrantee shall provide access to any location or facility on which Subgrantee is performing work,

- or storing or staging equipment, materials or documents; Subgrantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- ii. Subgrantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Subgrantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If County fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Subgrantee shall request one from the County's Grants Manager. The Subgrantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Subgrantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Subgrantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
 - d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, County may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The County may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Subgrantee must provide the additional proof within twenty (20) days of such request.
 - e. No Commingling of Funds. The accounting systems for all Subgrantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Subgrantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Subgrantee's, or subrecipient's, accounting system cannot comply with this requirement, Subgrantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If County finds that these funds have been commingled, County shall have the right to demand a refund, either in whole or in part, of the funds provided to Subgrantee under this Agreement for non-compliance with the material terms of this Agreement. The Subgrantee, upon such written notification from County shall refund, and shall forthwith pay to County, the amount of money demanded by County. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from County by Subgrantee to the date repayment is made by Subgrantee to County.
 - ii. In the event that the Subgrantee recovers costs, incurred under this Agreement and reimbursed by County, from another source(s), Subgrantee shall reimburse County for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Subgrantee to the date repayment is made to County.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Subgrantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Subgrantee is an independent contractor and is not an employee or agent of County.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Subgrantee.
- b. The County may, for cause, require the replacement of any Subgrantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable County policy or other requirement.

Attachment 1

- c. The County may, for cause, deny access to County's secure information or any facility by any Subgrantee employee, subcontractor, or agent.
- d. The County's actions under paragraphs b. or c. shall not relieve Subgrantee of its obligation to perform all work in compliance with the Agreement. The Subgrantee shall be responsible for the payment of all monies due under any subcontract. The County shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Subgrantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The County will not deny Subgrantee's employees, subcontractors, or agents access to meetings within the County's facilities, unless the basis of County's denial is safety or security considerations.
- f. The County supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Subgrantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Subgrantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Subgrantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Subgrantee is a subsidiary of another corporation or other business entity, Subgrantee asserts that its parent company will guarantee all of the obligations of Subgrantee for purposes of fulfilling the obligations of Agreement. In the event Subgrantee is sold during the period the Agreement is in effect, Subgrantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Subgrantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The County shall not be deemed to assume any liability for the acts, failures to act or negligence of Subgrantee, its agents, servants, and employees, nor shall Subgrantee disclaim its own negligence to the County or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If County consents to a subcontract, Subgrantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Subgrantee's Employees, Subcontractors and Agents.

All Subgrantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Subgrantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of County and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Subgrantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of County. In the event of any assignment, Subgrantee remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability. The County may assign the Agreement with prior written notice to Subgrantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Subgrantee, through this agreement with the County, annually receive 50% or more of their budget from the County or from a combination of State and Federal funds, the Subgrantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Subgrantee must also inform the County of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percentage of compensation comes directly from the State or Federal allocations to the Subgrantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**SARASOTA COUNTY
SPECIAL TERMS AND CONDITIONS
AGREEMENT NO. RT012-City Venice**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Biological Debris Removal within Sarasota County. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins (retroactively) December 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Subgrantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Subgrantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Subgrantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under

Attachment 2

each policy maintained by the Subgrantee shall not be interpreted as limiting the Subgrantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Subgrantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Subgrantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The County, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Subgrantee's duties include the use of a commercial vehicle, the Subgrantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The County, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Subgrantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Subgrantee may subcontract work under this Agreement without the prior written consent of the County's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Subgrantee shall submit a copy of the executed subcontract to the County prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Subgrantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier - firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111 (1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier- Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms

None.

**SARASOTA COUNTY
GRANT WORK PLAN
AGREEMENT NO. RT012-CityVenice**

ATTACHMENT 3

PROJECT: Biological Debris Removal within Sarasota County

BACKGROUND: In November of 2022, reports of fish kills associated with Red Tide in Sarasota County were brought to the attention of the Florida Department of Environmental Protection. The Florida Legislature has appropriated funds to the Department which may be used to support local governments in cleaning beaches and coastal areas to minimize the impacts of red tide to residents and visitors. Funds were then awarded to the County. This allows the Department of Environmental Protection and County to help alleviate the effects from the red tide algal blooms which are causing harm to Florida's environment and fragile ecosystems, including beaches and wildlife.

DESCRIPTION: The SubGrantee will provide biological debris removal services. These services may include, but are not limited to, the containment, removal, cleanup, elimination, transportation, and disposal of biological debris associated with the red tide event. The SubGrantee may use contracted services to achieve the biological debris removal.

Red Tide Management Services Description:

Containment, removal, cleanup, elimination, transportation, and disposal of biological debris associated with the red tide that was performed by Sarasota County, a contractor for Sarasota County, or any municipality within the jurisdictional boundary of Sarasota County and are a part of an interlocal or subgrant agreement for Biological Debris Removal services.

TASKS and DELIVERABLES:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Biological Debris Removal

Deliverables: The SubGrantee will begin the biological debris removal or contract with an appropriate biological debris removal vendor to collect and remove biological debris associated with the red tide in the Gulf of Mexico, coastal and interior waters of Sarasota County.

Documentation: The SubGrantee will, 1) submit a copy of any executed sub-contract, or any sub-contract associated work order(s) with the biological debris removal sub-grantee, or any executed inter-local agreements with local municipalities; 2) provide date stamped photographic evidence of the biological debris that has been removed; 3) provide waste management evidence that the biological debris has been removed that includes the number of pounds or tons disposed of.

Performance Standard: The County's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the County's Grant Manager of the deliverables under this task, the SubGrantee may proceed with payment request submittal.

Payment Request Schedule: The SubGrantee may submit a payment request upon completion of the deliverable and must include a copy of County approval of deliverable with request.

PROJECT TIMELINE: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Red Tide Location	Budget Category	Budget Amount	Task Start Date	Task End Date
1	<u>Execute Contract For Biological Debris Removal</u>	City of Venice	Contractual Services	\$88,148	12/01/2022	06/04/23
			Equipment	\$5,000	12/01/2022	06/04/23
			Salary & Fringe	\$5,000	12/01/2022	06/04/23
			Misc/Other Expenses	\$17,300	12/01/2022	06/04/23
Total:				\$115,448		

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**SARASOTA COUNTY
PUBLIC RECORDS REQUIREMENTS
AGREEMENT NO. RT012-CityVenice**

ATTACHMENT 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Subgrantee is acting on behalf of County in its performance of services under the Agreement, Subgrantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Subgrantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The County may unilaterally terminate the Agreement if Subgrantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Subgrantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by County to perform the service.
- b. Upon request, provide the County with a copy of requested Public Records or allow the Public 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.
- c. A contractor who fails to provide the Public Records to the County within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contractor does not transfer the Public Records to County.
- e. Upon completion of the contract, transfer, at no cost, to County all Public Records in possession of the contractor or keep and maintain Public Records required by County to perform the service. If the contractor transfers all Public Records to County upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to County, upon request from County's custodian of Public Records, in a format specified by County as compatible with the information technology systems of County. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: 941-861-5886
Email: publicrecords@scgov.net
Mailing Address: Sarasota County
Public Records Office
1660 Ringling Boulevard
Sarasota, FL 34236

**SARASOTA COUNTY
SPECIAL AUDIT REQUIREMENTS
(STATE AND FEDERAL FINANCIAL ASSISTANCE)
AGREEMENT NO. RT012-CityVenice**

ATTACHMENT 5

The administration of resources awarded by the Florida Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the County and/or Subgrantee may be subject to audits and/or monitoring by the Florida Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by County and/or DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Subgrant Agreement, the subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County or Florida Department of Environmental Protection. In the event the County or Florida Department of Environmental Protection determines that a limited scope audit of the subrecipient is appropriate, the subrecipient agrees to comply with any additional instructions provided by the County or Florida Department of Environmental Protection to the subrecipient regarding such audit. The subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the subrecipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330.

1. A subrecipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Florida Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Florida Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from subrecipient resources obtained from other federal entities).
4. The subrecipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the subrecipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Florida Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the subrecipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the subrecipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a subrecipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, County of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the subrecipient directly to each of the following:

A. The County at one of the following addresses:By Mail:

Grant Program Administrator
Office of Financial Management
1660 Ringling Blvd, 4th FL Ste 481
Sarasota, FL 324236

Electronically: Grants@scgov.net

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the County at one of the following addresses:

By Mail:

Grant Program Administrator
Office of Financial Management
1660 Ringling Blvd, 4th FL Ste 481
Sarasota, FL 324236

Electronically: Grants@scgov.net

4. Any reports, management letters, or other information required to be submitted to the County pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. subrecipients, when submitting financial reporting packages to the County for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the County, Florida Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The subrecipient shall ensure that audit working papers are made available to the County and the Florida Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the County or the Florida Department of Environmental Protection.

EXHIBIT - I

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
RT004	Florida Department of Environmental Protection	2022-2023	37.103	Innovative Technology	278,794.65	140895
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	278,794.65
--------------------	-------------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Subgrantee for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	RT012-CitySRQ		
Subgrantee Name:			
Subgrantee Address:			
Subgrantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant WorkPlan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u>Task 1: Progress for this reporting period: Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP AgreementNo. RT012-City SRQ and accurately reflects the activities associated with the project.

Signature of Subgrantee's Grant Manager

Date

Exhibit A

**Exhibit C
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: RT012-CitySRQ Agreement Effective Dates: _____

Subgrantee: _____ Subgrantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date -- End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$N/A	\$N/A
Fringe Benefits	\$	\$	\$N/A	\$N/A
Indirect Cost	\$ N/A	\$	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$	\$	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

SUBGRANTEE CERTIFICATION

Complete Subgrantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the abovesited grant activities.

Subgrantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Subgrantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Subgrantee)

County Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Subgrantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Subgrantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Subgrantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy -- mm/dd/yy)

Subgrantee's Grant Manager Signature

Subgrantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

Exhibit C

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

COUNTY AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

SUBGRANTEE: Enter the name of the Subgrantee's agency.

SUBGRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the County warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

SUBGRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Subgrantee's Grant Manager as identified in the grant agreement and the Subgrantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the County.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

CERTIFICATE OF COVERAGE

Certificate Holder

SARASOTA COUNTY
1660 RINGLING BOULEVARD
SARASOTA FLORIDA 34236

Administrator

Issue Date 3/16/2023

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0615

COVERAGE PERIOD: FROM 10/1/22

COVERAGE PERIOD: TO 10/1/23 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible Stoploss \$50,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit
Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings**
 - Basic Form
 - Special Form
- Personal Property**
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$10,000
- Coinsurance 100%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- \$200,000 Self Insured Retention

Automobile/Equipment - Deductible

- Physical Damage
 - Per Schedule - Comprehensive - Auto
 - Per Schedule - Collision - Auto
 - Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 for General Liability and \$1,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Verification of Coverage: Agreement Number: RT013-City of Venice. Red Tide Biological Debris Removal Within Sarasota County

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of Venice
401 West Venice Avenue
Venice FL 34285

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE