

**FIRST AMENDMENT TO THE
SUBRECIPIENT AGREEMENT BETWEEN SARASOTA COUNTY, FLORIDA AND
THE CITY OF VENICE, FLORIDA FOR
COCKRILL STREET SIDEWALKS**

Contract Number: B-20-UC-12-0014/B-21-UC-12-0014

CFDA Number 14.218

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT ("Amended Agreement") is made and entered into at Sarasota, Florida this ____ day of _____, 2022 by and between Sarasota County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the City of Venice, Florida, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, COUNTY and SUBRECIPIENT executed a Subrecipient Agreement (County Contract #2022-143) on March 8, 2022 for sidewalk design and construction of approximately 1,495 linear feet of 5-foot wide sidewalks from Bliss Road to Field Avenue, including drainage and curb installations;

WHEREAS, now the COUNTY and SUBRECIPIENT desire to amend the Subrecipient Agreement to increase the allocation amount to the SUBRECIPIENT to include the replacement of a water main in the same location identified in the statement of work, and to extend the termination date of the Subrecipient Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, it is agreed that the Subrecipient Agreement, County Contract #2022-143, between the SUBRECIPIENT and COUNTY is amended as follows, with all other terms in the Subrecipient Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

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

2. SUBRECIPIENT AGREEMENT SECTION II. STATEMENT OF WORK

The first paragraph of the Statement of Work is hereby stricken and replaced in its entirety to include the following:

The SUBRECIPIENT will be responsible for sidewalk construction located along Cockrill Street between Bliss Road to Field Avenue, Venice, Florida 34285, consisting of approximately 1,495 linear feet of 5-foot-wide sidewalks including drainage and curb installations, using CDBG funds during the effective dates of this Subrecipient Agreement in a manner satisfactory to the County. The SUBRECIPIENT will be responsible for abandoning or removing an asbestos cement potable water pipe located along Cockrill Street from Pine Road to Firenze Avenue East and along Cockrill Street from Fort Street to Chuck Reiter Park Water Tower with approximately 1,200 linear feet of PVC potable water pipe. (The Statement of Work is hereinafter referred to as the "Cockrill Street Sidewalks").

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

A. Work to be Performed

The COUNTY will reimburse the SUBRECIPIENT for actual costs of design and construction of the Cockrill Street Sidewalks using the earliest allocation of CDBG funds first (B-20-UC-12-0014).

Reimbursement - The SUBRECIPIENT will request reimbursement from the COUNTY as provided in Section X of the Subrecipient Agreement.

Monthly Report – Each month, the SUBRECIPIENT will submit a report showing the progress made in implementing this Subrecipient Agreement.

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

B. Agreement Term and Work Schedule

Services of the SUBRECIPIENT shall start upon execution of the Subrecipient Agreement by both the City of Venice Commission and the Sarasota Board of County Commissioners and end on July 31, 2023. The term of this Subrecipient Agreement shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including program income. Notwithstanding the foregoing, the SUBRECIPIENT must

comply with the requirements of 2 CFR 200.345 and the surviving provisions of this Subrecipient Agreement as indicated herein.

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

1. July 31, 2022 – Design completed on or before this date.
2. October 31, 2022 – Project bid published on or before this date.
3. December 31, 2022 – Contractor selected on or before this date.
4. February 24, 2023 – Work to begin on or before this date.
5. July 31, 2023 – Work completed on or before this date.

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

C. Amount of Sub-Award

The total amount of funds that will be reimbursed to the SUBRECIPIENT under this Amended Agreement shall not exceed \$625,000. All funds must be used for design and construction services as defined in Section II of the Amended Agreement. CDBG funds may not be used to pay for, and the COUNTY will not reimburse SUBRECIPIENT for management or administrative costs associated with the provision of these services.

3. SUBRECIPIENT AGREEMENT SECTION X. – REIMBURSEMENT / PAYMENT TO SUBRECIPIENT

The first paragraph of Section X. of the Subrecipient Agreement is hereby stricken and replaced as follows:

It is expressly agreed and understood that the total amount to be paid by the COUNTY to the SUBRECIPIENT under this Amended Agreement shall not exceed \$625,000. The COUNTY will pay to the SUBRECIPIENT funds available under this Amended Agreement based upon substantiated information submitted by the SUBRECIPIENT and consistent with any approved budget and COUNTY policy concerning payments. All requests for payment must be for eligible expenses actually incurred by the SUBRECIPIENT and are not to exceed actual cash requirements. Payments will be adjusted by the COUNTY in accordance with program income balances available in SUBRECIPIENT'S account.

4. SUBRECIPIENT AGREEMENT SECTION XI. – OTHER SUBRECIPIENT REQUIREMENTS

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

H. Close-Out

Subject to 2 CFR 200.345 and the surviving provisions herein, this Subrecipient Agreement shall remain in effect until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: providing copies of the payment register showing the payment of CDBG funds and determining the custodianship of records. Notwithstanding the foregoing, all program activities must be completed by July 31, 2023, and the terms of this subaward and Subrecipient Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

5. EXHIBIT 1 – SUBAWARD INFORMATION

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

(The rest of this page left intentionally blank.)

IN WITNESS WHEREOF, the Parties have executed this Amended Agreement as of the date last identified below.

ATTEST:

City of Venice, Florida

By: _____
Kelly Michaels, City Clerk

By: _____
Ron Feinsod, Mayor

Approved as to form and correctness:

By: _____
Kelly Fernandez, City Attorney

Date signed by City of Venice

ATTEST:
KAREN E. RUSHING, Clerk of the
Circuit Court and Ex-Officio
Clerk of the Board of County
Commissioners of Sarasota,
County Florida

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Approved as to form and correctness:

By: _____
County Attorney

Date signed by Sarasota County

**AMENDED EXHIBIT 1
SUBAWARD INFORMATION**

- A. SUBRECIPIENT name – City of Venice, Florida
- B. SUBRECIPIENT DUNS number – 093602191
- C. Federal Award Identification Number – B-20-UC-12-0014
- D. Federal Award Date – October 1, 2020
- E. Sub-award period of performance start and end date – Date of Execution of Sub-Recipient Agreement through July 31, 2023
- F. Amount of Federal Funds obligated by this action by the COUNTY to the SUBRECIPIENT - \$325,000.00
- G. Total Amount of Federal Funds obligated to the SUBRECIPIENT including the current obligation - \$325,000.00
- H. Total amount of Federal Award committed to the SUBRECIPIENT by the COUNTY - \$325,000
- I. Federal award project description – CDBG funds are being sub-awarded to the SUBRECIPIENT to design and construct improvements along Cockrill Street serving low income residents.
- J. Name of the Federal awarding agency– U.S. Department of Housing and Urban Development (HUD).
- K. Name of the pass-through entity – Sarasota County
- L. Contact information for awarding official of the Pass-through entity – Office of Housing and Community Development, 111 South Orange Avenue, Sarasota, Florida 34236.
- M. Financial Assistance Number and Name – 14.218 – Community Development Block Grants / Entitlement Grants
- N. Is the award for Research and Development – No
- O. Indirect cost rate for the Federal award – None

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SUBAWARD INFORMATION**

- A. SUBRECIPIENT name – City of Venice, Florida
- B. SUBRECIPIENT DUNS number – 093602191
- C. Federal Award Identification Number – B-21-UC-12-0014
- D. Federal Award Date – October 1, 2021
- E. Sub-award period of performance start and end date – Date of Execution of Sub-Recipient Agreement through July 31, 2023
- F. Amount of Federal Funds obligated by this action by the COUNTY to the SUBRECIPIENT - \$300,000.00
- G. Total Amount of Federal Funds obligated to the SUBRECIPIENT including the current obligation - \$625,000.00
- H. Total amount of Federal Award committed to the SUBRECIPIENT by the COUNTY - \$300,000

- I. Federal award project description – CDBG funds are being sub-awarded to the SUBRECIPIENT to design and construct improvements along Cockrill Street serving low income residents.
- J. Name of the Federal awarding agency– U.S. Department of Housing and Urban Development (HUD).
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- N. Is the award for Research and Development – No
- O. Indirect cost rate for the Federal award – None

END OF EXHIBIT 1
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