

**SUBRECIPIENT AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA
AND
THE CITY OF VENICE, FLORIDA.
FOR
SIDEWALK CONSTRUCTION**

Contract Number: B-18-UC-12-0014

CFDA Number 14.218

This Subrecipient Agreement is made and entered into in Sarasota, Florida this ____ day of _____, 2018 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, a municipal corporation of the State of Florida, hereinafter referred to as "SUBRECIPIENT."

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

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

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. FEDERAL AWARD IDENTIFICATION

This Subrecipient Agreement is a sub-award as defined in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards of COUNTY CDBG funds. The information to be identified to the SUBRECIPIENT required by 2 CFR 200.331(a)(1), is attached hereto as Exhibit 1, Sub-award information.

II. STATEMENT OF WORK

The SUBRECIPIENT will be responsible for constructing approximately 480 feet of 5 foot wide sidewalk during the effective dates of this Subrecipient Agreement in a manner satisfactory to the COUNTY using CDBG funds.

A. Work to be Performed

The COUNTY will pay the SUBRECIPIENT for actual design and contract costs associated with the construction of sidewalks on the south side of Ridgewood Ave.

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

Quarterly Report – Each quarter, the SUBRECIPIENT will submit a report showing the progress implementing this contract.

B. Work Schedule

Services of the SUBRECIPIENT shall start on October 1, 2018 and end on June 30, 2020. The term of this Subrecipient Agreement and the provisions herein 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.

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

- March 31, 2019 – Design complete
- May 31, 2019 – Project Bid
- July 31, 2019 – Contractor Selected
- September 30, 2019 – Work begins
- June 30, 2020 – Work complete

C. Budget

The total amount of funds that will be provided to the SUBRECIPIENT under this Subrecipient Agreement is \$40,000. All funds must be used for design and construction services as defined in Section II of this Subrecipient Agreement. CDBG funds may not be used to pay for management costs associated with the provision of these services.

D. Monitoring

The COUNTY will monitor the performance of the SUBRECIPIENT. Failure to meet the standards described above in the Work Schedule may result in a reduction of funding, the suspension of this Subrecipient Agreement or termination of the Subrecipient Agreement.

III. RECORDS AND REPORTS

- A. The SUBRECIPIENT shall maintain all other records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Subrecipient Agreement. Such records shall include but not be limited to:
1. Records required to demonstrate that the payment was for an eligible use under the CDBG program;
 2. Copies of disbursements paid to contractors.
 3. Financial records as required by 24 CFR 570.502, and 2 CFR Subpart D; and
 4. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- B. The SUBRECIPIENT shall retain all records, supporting documents, statistical records, and all other records pertinent to the Subrecipient Agreement for a period of three (3) years from the date of submission of the COUNTY'S final expenditure report to HUD. The COUNTY will notify the SUBRECIPIENT when the final expenditure report is submitted to HUD and the date when all records, supporting documents, statistical records, and all other records pertinent to the Subrecipient Agreement may be destroyed.
- C. All SUBRECIPIENT records with respect to any matters covered by this Subrecipient Agreement shall be made available to the COUNTY, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Subrecipient Agreement and may result in the withholding of future payments.

IV. PROGRAM INCOME

The SUBRECIPIENT shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Subrecipient Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the SUBRECIPIENT may use such income during the Subrecipient Agreement period for activities permitted under this Subrecipient Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the COUNTY at the end of the Subrecipient Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in

a revolving fund account is not program income and shall be remitted promptly to the COUNTY.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the requirements with the applicable uniform administrative requirements, as described in 24 CFR 570.502.

VI. OTHER PROGRAM REQUIREMENTS

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the SUBRECIPIENT does not assume the COUNTY'S environmental responsibilities described in 24 CFR 570.604 and (2) the SUBRECIPIENT does not assume the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Subrecipient Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Subrecipient Agreement to supplement rather than supplant funds otherwise available.

VII. SUSPENSIONS AND TERMINATIONS

A. Termination

In accordance with 2 CFR 200.339 the COUNTY may terminate this Subrecipient Agreement if the SUBRECIPIENT fails to comply with any terms of this Subrecipient Agreement, which include (but are not limited to) the following:

1. Failure of the SUBRECIPIENT to comply with the terms and conditions of the federal award;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Subrecipient Agreement;
3. Ineffective or improper use of funds provided under this Subrecipient Agreement; or
4. Submission by the SUBRECIPIENT to the COUNTY reports that are incorrect or incomplete in any material respect.

B. Termination for Convenience

Except as provided in Paragraph VII.A., this Subrecipient Agreement may be terminated in whole or in part only as follows:

1. The COUNTY shall have the right at any time upon thirty (30) calendar days' written notice to the SUBRECIPIENT to terminate this Subrecipient Agreement. In case of such termination for convenience, the County will pay SUBRECIPIENT for such properly documented costs incurred in the delivery of the services required under this Subrecipient Agreement prior to the termination of the Subrecipient Agreement, or
2. The SUBRECIPIENT shall have the right at any time, upon written notification to the COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the Subrecipient Agreement in its entirety.

VIII. REVERSION OF ASSETS

- A. The SUBRECIPIENT agrees that upon the expiration of this Subrecipient Agreement that it shall transfer to the COUNTY any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds.
- B. The SUBRECIPIENT agrees that any Real Property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with funds under this Subrecipient Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Subrecipient Agreement (or such longer period of time as the COUNTY deems appropriate). If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the COUNTY. The SUBRECIPIENT may retain real property acquired or improved under this Subrecipient Agreement after the expiration of the five-year period (or such longer period of time as the COUNTY deems appropriate).

IX. OTHER FEDERAL REQUIREMENTS

A. Uniform Act

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The COUNTY may preempt the optional policies.) The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions and policies concerning the displacement of persons from their residences.

B. Civil Rights

1. Compliance

The SUBRECIPIENT agrees to comply with any local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Subrecipient Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this

Subrecipient Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The COUNTY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Subrecipient Agreement.

C. Affirmative Action

1. Affirmative Action Program

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the COUNTY'S specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Subrecipient Agreement. As used in this Subrecipient Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The SUBRECIPIENT will include the provisions of Paragraphs VIII. B, Civil Rights, and C, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

D. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Subrecipient Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its

implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the COUNTY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Subrecipient Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Subrecipient Agreement, shall be a condition of the Federal financial assistance provided under this Subrecipient Agreement and binding upon the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Subrecipient Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Subrecipient Agreement:

“The work to be performed under this Subrecipient Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Subrecipient Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

F. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

1. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

G. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Subrecipient Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Subrecipient Agreement, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Subrecipient Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (4) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly:

4. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Copyright

If this Subrecipient Agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

I. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Subrecipient Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

J. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

K. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Subrecipient Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening

for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

X. REIMBURSEMENT / PAYMENT TO SUBRECIPIENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY to the SUBRECIPIENT under this Subrecipient Agreement shall not exceed \$40,000. The COUNTY will pay to the SUBRECIPIENT funds available under this Subrecipient 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.

SUBRECIPIENT will submit invoices to the COUNTY for reimbursement until all CDBG funds have been expended.

The monthly invoice from the SUBRECIPIENT must be mailed to:

Sarasota Office of Housing and Community Development
111 South Orange Avenue
Sarasota Florida 34236

All invoices must include the following items:

- A. An invoice on the SUBRECIPIENT'S letterhead showing the full amount of the funding that is requested, the time period that is included in the invoice and the invoice must be signed and dated by the SUBRECIPIENT'S authorized representative.
- B. Copies of all invoices paid by the SUBRECIPIENT.
- C. Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified in 2 CFR 200.327.

XI. OTHER SUBRECIPIENT REQUIREMENTS

A. Notices

Notices required by this Subrecipient Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Subrecipient Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Subrecipient Agreement shall be directed to the following representatives:

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
County Administrator 1660 Ringling Blvd., 2 nd Floor Sarasota, Florida 34236	City Manager 401 West Venice Avenue Venice, Florida 34285

B. Public Records

All records are considered public records under Florida Law, unless the SUBRECIPIENT can demonstrate to the COUNTY'S satisfaction that they are exempt for public disclosure under state law. As required by Section 119.0701, Florida Statutes, SUBRECIPIENT hereby specifically covenants to comply with the public records laws of the State of Florida. SUBRECIPIENT specifically covenants to:

1. Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services which form the subject matter of this Subrecipient Agreement.
2. Provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to COUNTY all public records in possession

of SUBRECIPIENT upon termination of this Subrecipient Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

In the event SUBRECIPIENT fails to comply with a public records request, COUNTY shall be authorized to enforce this contractual provision.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

Phone: 941-861-5886

Email: publicrecords@scgov.net

C. Audits

The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning SUBRECIPIENT audits and 2 CFR Subpart F and to submit a copy of that audit to the COUNTY within 30 days after the SUBRECIPIENT receives any audit.

D. Independent Contractor

Nothing contained in this Subrecipient Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Subrecipient Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

E. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT'S performance or nonperformance of the services or subject matter called for in this Subrecipient Agreement.

F. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304 and 2 CFR 200.310, Bonding and Insurance as described in Exhibit 2.

G. COUNTY Recognition

The SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this Subrecipient Agreement. All activities, facilities and items utilized pursuant to this Subrecipient Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Subrecipient Agreement.

H. Close-out

While all program activities must be completed by June 30, 2020, 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, the terms of this Subrecipient Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

I. Subrecipient Agreement Assignment

The SUBRECIPIENT shall not assign or transfer any interest in this Subrecipient Agreement. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Subrecipient Agreement.

J. Fair Housing Requirement

The SUBRECIPIENT will place a fair housing poster in a visible location where it can be seen by BENEFICIARIES and program applicants. The

SUBRECIPIENT agrees to place the fair housing logo on all applications and brochures associated with this Subrecipient Agreement.

XII. SEVERABILITY

If any provision of this Subrecipient Agreement is held invalid, the remainder of the Subrecipient Agreement shall not be affected thereby and all other parts of this Subrecipient Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Subrecipient Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Subrecipient Agreement.

XIV. WAIVER

The COUNTY'S failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This Subrecipient Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this Subrecipient Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Subrecipient Agreement.

IN WITNESS WHEREOF, the Parties have executed this Subrecipient Agreement as of the date first written above.

ATTEST:

City of Venice, Florida

By: _____
City Clerk

By: _____
Mayor

Approved as to form and correctness:

City Attorney

Date signed by Mayor

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

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Approved as to form and correctness:

By: _____
County Attorney

Date signed by Sarasota County

EXHIBIT 1
SUBAWARD INFORMATION

- A. SUBRECIPIENT name – City of Venice, Florida
- B. SUBRECIPIENT DUNS number – 093602191
- C. Federal Award Identification Number – B-18UC-12-0014
- D. Federal Award Date – October 1, 2018
- E. Sub-award period of performance start and end date – October 1, 2018 through June 30, 2020
- F. Amount of Federal Funds obligated by this action by the COUNTY to the SUBRECIPIENT - \$40,000.00
- G. Total Amount of Federal Funds obligated to the SUBRECIPIENT including the current obligation - \$40,000.00
- H. Total amount of Federal Award committed to the SUBRECIPIENT by the COUNTY - \$40,000
- I. Federal award project description – CDBG funds are being sub-awarded to the SUBRECIPIENT to construct a sidewalk on Ridgewood Avenue 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. CFDA 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

EXHIBIT 2 INSURANCE REQUIREMENTS

A. INSURANCE

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

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

In the event the SUBRECIPIENT has "leased" employees, the SUBRECIPIENT or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to the Sarasota Office of Housing and Community Development, 111 South Orange Avenue, Sarasota, FL 34236.

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

B. POLICY FORM

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

2. Insurance requirements itemized in this Subrecipient Agreement and required of the SUBRECIPIENT shall be provided on behalf of all sub-contractors to cover their operations performed under this Subrecipient Agreement. The SUBRECIPIENT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
3. Each insurance policy required by this Subrecipient Agreement shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to COUNTY Risk Management.
4. The COUNTY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit SUBRECIPIENT's liability nor to fulfill the indemnification provisions and requirements of this Subrecipient Agreement.
6. The SUBRECIPIENT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Subrecipient Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by COUNTY'S Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the SUBRECIPIENT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Subrecipient Agreement are to be furnished to the Sarasota Office of Housing and Community Development (111 South Orange Avenue, Suite 103, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by COUNTY'S Office of Housing and Community Development before the SUBRECIPIENT will be allowed to commence or continue work.

9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Subrecipient Agreement, shall be provided to the SUBRECIPIENT'S / SUB-CONTRACTOR'S Consultant's insurance company and COUNTY'S Risk Management as soon as practicable after notice to the insured.
10. On the insurance certificate, in the "Description of Operations/Special Provisions" section, the following must appear: Sarasota County Government is named as an additional insured, as their interests may appear on all policies except Professional Liability and Workers' Compensation. Waiver of subrogation in favor of Sarasota County Government must be included on all policies except Professional Liability and Workers Compensation.

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

Sarasota County Government
Office of Housing and Community Development
111 South Orange Avenue
Suite 103
Sarasota, FL 34236