

CAC No. CAC2026-124 0134

AGREEMENT BETWEEN
SARASOTA COUNTY, FLORIDA
AND
BOYS & GIRLS CLUBS OF SARASOTA AND
DESOTO COUNTIES, INC.
FOR
REBUILD NEWTOWN BOYS & GIRLS CLUB

Approved: 05/26/26

THIS SUBRECIPIENT AGREEMENT is made and entered into as of the date of execution by the parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and **Boys & Girls Clubs of Sarasota and Desoto Counties, Inc.** (UEI # WZW6MMV39SX8), a Florida not for profit corporation, hereinafter referred to as the "SUBRECIPIENT".

WHEREAS, Pursuant to the Disaster Relief Supplemental Appropriations Act, 2025, and the Federal Register Notice dated January 8, 2025, as the U.S. Department of Housing and Urban Development ("HUD") awarded \$210,094,000.00 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the COUNTY for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the COUNTY's Action Plan (the "Action Plan"); and

WHEREAS, the COUNTY wishes to engage the SUBRECIPIENT to assist the COUNTY in utilizing such funds to carry out a part of the COUNTY's Federal award by committing \$3,000,000.00 of the COUNTY's Federal award, pursuant to this Subrecipient Agreement (the "Agreement"); and

WHEREAS, the COUNTY shall retain \$11,000.00 of the aforementioned \$3,000,000.00 to conduct an environmental review as required by 24 CFR Part 58 as further described herein; and

WHEREAS, the CDBG-DR funds made available for use by the SUBRECIPIENT under this Agreement constitute a subaward of the COUNTY's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the COUNTY's Federal award; and

WHEREAS, on December 16, 2025, the Board of County Commissioners conditionally awarded the SUBRECIPIENT \$3,000,000.00 for the Rebuild Newtown Boys & Girls Club ("Project"); and

WHEREAS, the SUBRECIPIENT has legal authority to enter this Agreement and assures the COUNTY that it will comply with all the requirements of the subaward described herein.

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

CAC NO. 0101

I. GENERAL AWARD INFORMATION

~~This Agreement is~~ a sub-award as defined in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The information to be identified to the SUBRECIPIENT required by 2 CFR 200.332(b)(1), is attached hereto as **EXHIBIT 1**, Federal Sub-award Information.

II. SCOPE OF SERVICE

A. Eligible Use of Funds

As a condition of receiving this subaward, the SUBRECIPIENT shall administer the Project, which includes performing all of the work described in **EXHIBIT 2**, Scope of Service. The SUBRECIPIENT shall complete the activities in a manner satisfactory to the COUNTY and consistent with the terms of conditions of this Agreement and applicable Federal statutes and regulations.

III. PERFORMANCE, FINANCIAL & MONITORING REPORTING

A. Monitoring

The COUNTY shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.331 – 2 CFR 200.333, to ensure SUBRECIPIENT compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the COUNTY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within the timeframe specified in the written notification by the COUNTY, the COUNTY may impose additional conditions on the SUBRECIPIENT and its use of CDBG-DR funds consistent with 2 CFR 200.208, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.339.

- i. Oversight will include ongoing generic reviews, and monitoring will include targeted area-focused reviews of administrative, financial, performance, reporting, and compliance with applicable federal crosscutting requirements. The objective of the oversight and monitoring activities is to facilitate the achievement of performance goals while ensuring that subaward funds are used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of the subaward.
 - a. The SUBRECIPIENT shall ensure that all records and files pertaining to the Project, as well as any additional information requested by the COUNTY, is made available at the monitoring visit or at the time specified by the COUNTY. The COUNTY may request a visit to the Project site as part of the monitoring visit.

- b. The COUNTY will notify SUBRECIPIENT of monitoring events in advance. In response to SUBRECIPIENT monitoring, the COUNTY will provide technical assistance to mitigate identified risks and to address concerns and findings. Monitoring will be conducted based on risk. At a minimum, SUBRECIPIENT will be monitored at least once annually. The COUNTY will determine the frequency of monitoring with each SUBRECIPIENT and reserves the right to change the frequency at any time at the COUNTY'S discretion. The COUNTY will use monitoring checklists to ensure consistency and to provide a detailed record.
- ii. Each monitoring will address project-specific issues and may be carried out through a combination of desk review, remote monitoring, and/or on-site monitoring. The primary goals of monitoring are to:
 - a. Review activity eligibility and achievement of HUD national objectives;
 - b. Evaluate conformance to the Subrecipient Agreement;
 - c. Ensure compliance with CDBG-DR program and all other applicable federal, state, and County requirements, including, but not limited to appropriate insurance coverage, assessment management processes, procurement procedures, conflicts of interest disclosures, and fair housing and civil rights compliance;
 - d. Review and ensure accuracy and completeness of record keeping and financial management systems;
 - e. Evaluate organizational, program and project performance, as well as on-going project viability (financial health, management capacity, etc.);
 - f. Design any corrective actions necessary to improve or reinforce performance; and
 - g. Identify the technical assistance needs of SUBRECIPIENT.
- iii. Upon completion of a monitoring, the County shall provide a monitoring letter to SUBRECIPIENT outlining the results of the monitoring.
 - a. If corrective actions are needed as a result of findings or concerns, a corrective action plan will be included with the letter.
 - b. The SUBRECIPIENT will be provided the opportunity to respond to the monitoring results, and COUNTY staff will work collaboratively with the SUBRECIPIENT to resolve any findings or concerns.

B. Reporting

The SUBRECIPIENT shall submit regular monthly progress and financial reports to the COUNTY in a form provided by the COUNTY. Reports shall be submitted and received by the COUNTY no later than the 5th day following the reporting month.

IV. PERIOD OF PERFORMANCE AND TERM

The period of performance for SUBRECIPIENT, meaning the time during which the SUBRECIPIENT may incur new obligations to carry out activities under this Agreement, shall begin no later than 120 calendar days from the date the COUNTY issues a Notice to Proceed (NTP). From the start of performance, the SUBRECIPIENT shall have no more than 24 months to complete all activities under this Agreement. The SUBRECIPIENT shall notify the COUNTY of the construction start date; however, for purposes of this Agreement, the period of performance shall be measured from the date construction actually begins, regardless of when the COUNTY is notified.

As further set forth in **Section IX. V.**, Environmental Conditions, SUBRECIPIENT acknowledges and agrees that it shall not commence any work, take any choice-limiting actions, expend any funds, or incur any costs under this Agreement until the completion and approval of an environmental review in accordance with the requirements set forth in 24 CFR § 58.22 ("Environmental Review"). The Parties acknowledge and agree that the commencement of the Project described herein cannot proceed until HUD provides written approval of the Environmental Review. Following HUD approval of the Environmental Review, the COUNTY will issue a Notice to Proceed to the SUBRECEIPIENT.

The Parties agree to cooperate fully and act in good faith to complete the Environmental Review process promptly. In the event that the Environmental Review results in a determination that significant environmental impacts cannot be satisfactorily mitigated or if the Environmental Review does not receive approval from HUD, the COUNTY will terminate this Agreement upon written notice to the SUBRECIPIENT.

This Agreement and its terms and conditions shall remain in effect during any period that the SUBRECIPIENT has control over CDBG-DR funds provided through this Agreement, including program income as defined in 90 FR 1754 III.B.12 Program Income.

V. BUDGET

The SUBRECIPIENT shall be reimbursed for the identified activities in this Agreement in accordance with the Grant Budget, **EXHIBIT 3**. Changes in funding between the categories described that do not increase or decrease the total funding of this Agreement may be accomplished without a formal amendment to the Agreement if approved in writing by authorized representatives of the COUNTY and the SUBRECIPIENT. Any request by the SUBRECIPIENT to increase or decrease the total funding of this Agreement must be submitted to the COUNTY in writing and

include a detailed justification for the requested increase or decrease. If the COUNTY approves the SUBRECIPIENT's requested change in total funding under this Agreement, the change in total funding must be reflected in an amendment to this Agreement executed by both Parties.

A. Indirect Costs

Indirect costs are not applicable to this Agreement.

B. Program Income

"Program income" is defined as gross income generated from the use of CDBG-DR funds, except as provided in III.B.12. under 90 FR 1754 and received by SUBRECIPIENT. Program income is not anticipated under this Agreement. However, if program income is generated, the SUBRECIPIENT agrees to use the funds solely for internal operational and maintenance expenses related to the development of the Project. All program income must be applied in compliance with applicable federal, state, and local regulations.

VI. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY to the SUBRECIPIENT under this Agreement shall not exceed \$3,000,000.00. The COUNTY shall retain \$11,000.00 of the aforementioned \$3,000,000.00 to conduct an Environmental Review as required by 24 CFR Part 58 as further described herein. The COUNTY will pay to the SUBRECIPIENT funds available under this Agreement based upon substantiated information submitted by the SUBRECIPIENT, in accord with performance, and consistent with any approved budget and COUNTY policy concerning payments. All requests for payment must be for eligible expenses actually incurred by the SUBRECIPIENT and are not to exceed actual cash requirements. Payments will be adjusted by the COUNTY in accordance with program income balances available under this Agreement for costs incurred by the COUNTY on behalf of the SUBRECIPIENT. Any costs or expenses incurred by the SUBRECIPIENT that exceed the overall Subaward amount set forth in this Agreement, or which are incurred by the SUBRECIPIENT outside of the Subaward Period of Performance, shall be the sole responsibility of the SUBRECIPIENT.

SUBRECIPIENT must submit reimbursement requests timely to the COUNTY until all CDBG-DR funds awarded under this Agreement have been expended. Reimbursement Requests shall be delivered to the COUNTY on a form approved by the COUNTY and shall clearly indicate the budget categories from which each request is drawing.

The period for submission of Reimbursement Requests shall be monthly with such invoices due to the COUNTY by the 15th of the month subsequent to the provision of services for which the COUNTY is being invoiced. Should the SUBRECIPIENT fail to timely submit its Reimbursement Request for any particular month, it accepts the risk that the COUNTY may not provide reimbursement for any expenses the SUBRECIPIENT incurred during such month.

The monthly invoice from the SUBRECIPIENT must be submitted online through the System of Record. At minimum, all Reimbursement Requests submitted by the SUBRECIPIENT must include the following items:

- A. Include enough detail so that the COUNTY is able to confirm that the SUBRECIPIENT has only requested reimbursement of funding-eligible expenses that were incurred by the SUBRECIPIENT in compliance with the terms of this Agreement. Details may include, but are not limited to, a description of the good(s) and/or service(s), respective vendor(s), proof of payment by SUBRECIPIENT to vendors and/or personnel, and corresponding general ledger detail, as applicable.
- B. Include a dated cover letter of the SUBRECIPIENT'S organization, with a description defining the period of performance dates during which it has incurred eligible expenses that are now being requested for reimbursement.
- C. Pursuant to 2 CFR § 200.415 (b) ("**Required Certifications**"), include the following federally required attestation executed by an individual that is legally authorized to do so by the SUBRECIPIENT:

"By signing this report, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative consequences including, but not limited to violations of U.S. Code Title 18, Section 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

- D. By executing this Agreement, the SUBRECIPIENT hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the COUNTY may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement. Any additional submission format requirements that the COUNTY may require of the SUBRECIPIENT, to include in COUNTY'S system of record for its CDBG-DR funds and programs, shall be communicated in advance to the SUBRECIPIENT.
- E. Notwithstanding the foregoing, as a political subdivision of the State of Florida, the COUNTY'S performance, and obligation to pay under this Agreement is contingent upon an appropriation of lawfully available funds by the Board and the continued availability of funds from HUD to the COUNTY. The COUNTY shall promptly notify the SUBRECIPIENT if the necessary appropriation is not made or funds are otherwise unavailable.

VII. REPAYMENT/RECAPTURE OF FUNDS

- A. **Repayment.** The SUBRECIPIENT shall repay the COUNTY all funds awarded for any event that may include, but not be limited to the following:
- i. SUBRECIPIENT does not comply with the terms of this Agreement;
 - ii. Duplication of Benefits (DOB) is determined at any time; or
 - iii. SUBRECIPIENT does not complete the Project within the time specified in the executed Subrecipient Agreement.
- B. **Unauthorized Expenditures.** The SUBRECIPIENT shall reimburse the COUNTY for all unauthorized or funding-ineligible expenditures.
- C. **Payment(s) in Error.** The SUBRECIPIENT shall return to the COUNTY any payments made to the SUBRECIPIENT that were made in error or were in any manner fraudulent or inconsistent with the Scope of Services attached as **EXHIBIT 2** or the Federal Award (“Payment(s) in Error”).
- i. In the event that the SUBRECIPIENT, HUD, or any outside accountant or auditor, determines that a Payment in Error was made, the SUBRECIPIENT shall return to the COUNTY any such funds no later than ten (10) business days from when the SUBRECIPIENT became aware of such Payment in Error.
 - ii. In the event that the COUNTY discovers a Payment in Error, the COUNTY shall notify the SUBRECIPIENT and the SUBRECIPIENT shall return any associated funds to the COUNTY no later than ten (10) business days from the SUBRECIPIENT’S receipt of such notice.
- D. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the COUNTY due to a disallowance or finding that an expense or cost for which the COUNTY provided Subaward funding to the SUBRECIPIENT was in any way improper or not in compliance with the Federal Award, the SUBRECIPIENT shall return any associated funds to the COUNTY within a reasonable time period as mutually agreed upon by the COUNTY and the SUBRECIPIENT, or within six (6) months, whichever is the earlier of the dates.
- E. **Delay or Failure to Return Funds.** Should the SUBRECIPIENT fail to reimburse the COUNTY for any Payment in Error or Federal Disallowance within the time designated, the COUNTY may respond with any number of the following actions:
- i. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment, Payment in Error, Federal Disallowance, or outstanding balance thereof. Interest shall accrue from

the date of the SUBRECIPIENT'S initial receipt of funds up to the date of reimbursement of said funds to the COUNTY;

- ii. Withhold any or all future payments until the amount of such Payment in Error or Federal Disallowance has been recovered by the COUNTY;
- iii. Terminate this Agreement;
- iv. Bar the SUBRECIPIENT from being considered when issuing future Federal Subawards or other COUNTY agreements; and
- v. Pursue any other remedies permitted by law or equity.

VIII. AMENDMENT, TERMINATION, AND DISPUTE RESOLUTION

A. Amendments

The COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are signed in writing by a duly authorized representative of the COUNTY and the SUBRECIPIENT. Amendments will generally be required for the following: i) revision to the scope or objectives of the Project, including purpose or beneficiaries; ii) extension of the Period of Performance and Agreement Term; iii) revision to the total funding amount under the Agreement; or iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200(h) for pre-award costs).

The COUNTY may, in its discretion, update the terms of this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such changes result in a change in the total funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and SUBRECIPIENT.

Changes to the Agreement that will not result in extending the Period of Performance or Agreement Term, will not increase or decrease the total award amount, or will not change the Project scope will require written administrative approval signed in writing by an authorized representative by both parties but will not require an amendment to the Agreement.

B. Suspension or Termination

The COUNTY may terminate this Agreement, in whole or in part, upon 10 business days' notice, whenever it determines that the SUBRECIPIENT has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
 - ii. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
 - iii. Ineffective or improper use of funds provided under this Agreement; or
 - iv. Submission by the SUBRECIPIENT to the COUNTY reports that are incorrect or incomplete in any material respect, as determined by the COUNTY.
 - v. The COUNTY shall promptly notify the SUBRECIPIENT, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect and any other notifications required under 2 CFR part 200, subpart D. Upon termination, the COUNTY retains the right to recover any improper expenditures from the SUBRECIPIENT and the SUBRECIPIENT shall return to the COUNTY any improper expenditures no later than thirty (30) days after the date of termination. The COUNTY may, at its sole discretion, allow SUBRECIPIENT to retain or be reimbursed for eligible costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.
 - vi. This Agreement may also be terminated in whole or in part by either the COUNTY or the SUBRECIPIENT upon 30 days' prior written notice, or based upon agreement by both the COUNTY and the SUBRECIPIENT in accordance with the requirements in 2 CFR part 200, subpart D.
- C. Dispute resolution provisions are as follows:
- i. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
 - ii. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
 - iii. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
 - iv. Any dispute, action or proceeding arising out of or related to this Agreement will be

exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.

- v. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.
- vi. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- vii. Unless otherwise agreed in writing, the SUBRECIPIENT shall be required to continue all obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the period of mediation or judicial proceedings.
- viii. If the SUBRECIPIENT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

IX. FEDERAL REQUIREMENTS AND FLOW-DOWN COMPLIANCE

The CDBG-DR funds available to the SUBRECIPIENT through this Agreement constitute a subaward of the COUNTY's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This Agreement includes terms and conditions of the COUNTY's Federal award that are imposed on the SUBRECIPIENT, and the SUBRECIPIENT agrees to carry out its obligations. The requirements set forth in this section are material terms of this Agreement and are intended to flow down applicable federal obligations to the SUBRECIPIENT.

A. General Compliance

The SUBRECIPIENT shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. Notwithstanding the foregoing, (1) the SUBRECIPIENT does not assume any of the COUNTY's responsibilities for Environmental Review, decision-making, and action, described in 24 CFR part 58 and (2) the SUBRECIPIENT does not assume any of the COUNTY's responsibilities for initiating the review process under the provisions of 24 CFR Part 58. The SUBRECIPIENT shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement.

B. Conflict of Interest

Except for the use of CDBG-DR funds to pay salaries and other related administrative or personnel costs, the persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR activities assisted under this subpart or who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-DR-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-DR -assisted activity, or with respect to the proceeds of the CDBG-DR-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

C. Prohibited Uses of Funds

The SUBRECIPIENT shall not use CDBG-DR funds for any purpose prohibited by federal law or HUD guidance, including the funding or promotion of elective abortions, except as permitted under applicable federal law.

D. Eligibility and Verification

Where applicable, the SUBRECIPIENT shall comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. §§1601–1646). Such compliance shall include verification of eligibility for public benefits and use of the Systematic Alien Verification for Entitlements (SAVE) system or another federally approved verification method, unless a statutory or regulatory exception applies.

E. Duplication of Benefits (DOB)

The SUBRECIPIENT shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155). The SUBRECIPIENT must comply with HUD's requirements for duplication of benefits, imposed by Universal Notice Appendix C (90 FR 1754) on the COUNTY. The SUBRECIPIENT shall carry out the activities as specified herein.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act prohibits any person, business, or other entity from receiving duplicative financial assistance for the same disaster recovery purpose from multiple sources of federal and other support (42 USC 5155(a) and (c)). Duplication occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular disaster recovery purpose. The amount of the duplication is the amount of assistance provided in excess of need.

In accordance with CDBG-DR regulations, SUBRECIPIENT is required to disclose all other benefits (e.g., cash, in-kind, grants, loans) received, or which will be received for the proposed Project to ensure that federal funds do not duplicate funds received from other sources. In the event DOB occurs, the SUBRECIPIENT shall be required to return the funds to the COUNTY in

accordance with this Agreement. Typical sources of duplicated benefits for this Program can include, but are not limited to, the following:

- i. Federal Emergency Management Agency (FEMA) Public Assistance
- ii. FEMA Hazard Mitigation Grant Program
- iii. FEMA National Flood Insurance Program
- iv. FEMA Increased Cost of Compliance Benefits
- v. U.S. Army Corps of Engineers
- vi. Commercial insurance
- vii. Insurance and personal property replacement
- viii. Forced mortgage payoffs
- ix. Philanthropic cash assistance
- x. Some subsidized loans

F. Drug-Free Workplace

SUBRECIPIENT must comply with drug-free workplace requirements in 2 CFR Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

G. Insurance

SUBRECIPIENT shall obtain and maintain the insurance requirements during the Period of Performance for this Agreement to comply with the insurance requirements of 2 CFR §200.310 and as follows:

- i. **WORKERS' COMPENSATION:** SUBRECIPIENT agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable Longshore and Harbors Worker's Compensation Act (LHWCA), Jones Act, or other maritime law coverage shall be included.

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.

SUBRECIPIENTS who 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.

- ii. **COMMERCIAL GENERAL LIABILITY:** SUBRECIPIENT agrees to maintain Commercial General Liability insurance per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate covering all work performed under this contract. SUBRECIPIENT agrees to endorse **Sarasota County** as an additional insured on the Commercial General Liability coverage.

- iii. **BUSINESS AUTOMOBILE LIABILITY:** SUBRECIPIENT agrees to maintain Business Automobile Liability insurance with limits not less than \$1,000,000 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this contract. In the event SUBRECIPIENT does not own automobiles, SUBRECIPIENT agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the SUBRECIPIENT is shipping a product via common carrier, the SUBRECIPIENT shall be responsible for any loss or damage sustained in delivery/transit.

If the SUBRECIPIENT is a self-insured governmental entity, the SUBRECIPIENT shall provide a certificate or verification of self-insurance to the COUNTY.

iv. **FLOOD INSURANCE:**

Applicable Not Applicable

If any structure receiving assistance under this Agreement is located in a Special Flood Hazard Area (SFHA), the SUBRECIPIENT is required to obtain and maintain flood insurance for that structure as a condition of receiving assistance. If the project consists of more than one structure receiving assistance, each such structure must be separately insured. The SUBRECIPIENT must maintain flood insurance coverage in an amount equal to the lessor of:

- a. the maximum amount of coverage available under the National Flood Insurance Program (NFIP);
- b. the full replacement cost of the structure; or
- c. the total amount of HUD assistance provided for that structure.

The requirement to maintain flood insurance applies for the life of the property, meaning it

must be maintained in perpetuity by the SUBRECIPIENT and any future owners of the property.

In the event that the SUBRECIPIENT decides to sell, transfer, or otherwise dispose of the property, they are required to notify the buyer or transferee in writing of the obligation to maintain flood insurance. This notification must be included in the documents evidencing the transfer of the property, and the SUBRECIPIENT must obtain a signed acknowledgment from the buyer or transferee that they understand and agree to maintain the flood insurance as required by this Agreement. Failure to notify the transferee or to obtain the required acknowledgment may result in liability for the SUBRECIPIENT, including potential repayment of the award amount received under this Agreement. The SUBRECIPIENT must provide the COUNTY with a copy of the notification and the signed acknowledgment within 30 days of the sale or transfer of the property.

Failure to obtain or maintain the required flood insurance shall constitute a material breach of this Agreement and may result in repayment of all or a portion of the CDBG-DR funds provided and may be ineligible for any future federal disaster assistance.

H. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These provisions include:

i. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG-DR funds received under this Agreement in accordance with the Post-Federal Award Requirements of 2 CFR part 200 subpart D, and 24 CFR 570.502, Applicability of Uniform Administrative Requirements.

ii. Cost Principles

Costs incurred must be in conformance with 2 CFR part 200, subpart E, 24 CFR 570.502, and 2 CFR 200.404. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement, except for the following:

- a. Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency;
- b. Fines penalties, damages, and other settlements are unallowable costs to the CDBG-

- c. DR program;
- c. Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);
- d. Organization costs (2 CFR 200.455); and
- e. Pre-Award Costs, as limited by this Agreement.

I. Documentation and Record Keeping

i. Records to be Maintained

The SUBRECIPIENT shall establish and maintain records according to 24 CFR 570.506 and sufficient to enable the COUNTY to determine whether the SUBRECIPIENT has complied with this Agreement, applicable Federal statutes and regulations, and the terms and conditions of the COUNTY's Federal award. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR Program;
- c. Records required to demonstrate that the payment was for an eligible use under the CDBG-DR program;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance;
- e. Copies of disbursements paid to contractors;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
- g. Financial records as required by 24 CFR 570.502, and 2 CFR 200 and any applicable Appendices; and
- h. Other records necessary to document compliance with the applicable provisions of 24 CFR Part 570 and 24 CFR Part 75.

ii. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients and subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the COUNTY, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, provisions stated herein and in accordance with 2 CFR 200.337.

Records of subrecipients. The Federal agency or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to any records of the SUBRECIPIENT pertinent to the Federal

award, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

Expiration of right of access. The rights of access are not limited to the required retention period but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon SUBRECIPIENT.

iii. **Record Retention and Transmission of Records to the COUNTY**

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

The preceding requirement is however, subject to the following exceptions:

- a. Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this Agreement must be retained for 5 years after final disposition;
- b. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
- c. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- d. When the SUBRECIPIENT is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.1, the oversight agency for audit as defined in 2 CFR 200.1, the cognizant agency for indirect costs as defined in 2 CFR 200.1, or the COUNTY, the SUBRECIPIENT shall extend the retention period consistent with the notification;
- e. When records are transferred to or maintained by HUD or the COUNTY, the five (5) year retention requirement is not applicable to the SUBRECIPIENT;
- f. The retention period for the records pertaining to the earning of the program income (as defined in this Agreement) starts from the end of the COUNTY's fiscal year in which the program income is earned.

In addition, to the foregoing federal retention requirements, SUBRECIPIENT shall maintain records in accordance with the State of Florida records retention period as applicable.

iv. Client Data and Other Sensitive Information

If the scope of this Agreement pertains to services for the benefit of specific individuals or households, the SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the COUNTY and/or monitors or their designees for review upon request.

The SUBRECIPIENT must comply with 2 CFR 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.1 and other information HUD or the COUNTY designates as sensitive or the SUBRECIPIENT considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. SUBRECIPIENT shall also comply with 24 CFR 570.508, requiring SUBRECIPIENT to provide citizens with reasonable access to records regarding the past use of CDBG-DR funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

J. Close-out

The SUBRECIPIENT shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR 200.344 and 2 CFR 200.345. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the SUBRECIPIENT shall transfer to the COUNTY any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, further, any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG-DR funds shall be treated in accordance with 24 CFR 570.503(b)(7), as modified by the applicable Federal Register notice governing the use of CDBG-DR funds available under this Agreement.

K. Audits, Inspections, and Monitoring

i. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is

expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

ii. Inspections and Monitoring

The SUBRECIPIENT shall permit the COUNTY and auditors to have access to the SUBRECIPIENT's records and financial statements as necessary for the COUNTY to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the COUNTY as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

Reviews or audits may include: (1) reviewing financial and performance reports required by the COUNTY; (2) following-up and ensuring that the SUBRECIPIENT takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the SUBRECIPIENT from the COUNTY detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the SUBRECIPIENT from the COUNTY as required by 2 CFR §200.521.

iii. Corrective Actions

The COUNTY may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The COUNTY may require the SUBRECIPIENT to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the SUBRECIPIENT from the COUNTY detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, COUNTY may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

L. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this Agreement unless specified otherwise herein.

SUBRECIPIENT shall ensure federal and state procurement laws are followed as applicable.

The SUBRECIPIENT shall include the substance of all applicable federal requirements contained in this Agreement in all contracts, subcontracts, and lower-tier subawards funded in whole or in part with CDBG-DR funds. The SUBRECIPIENT shall impose the SUBRECIPIENT's obligations under this Agreement on its contractors, specifically or by reference, so that such

obligations will be binding upon each of its contractors.

The SUBRECIPIENT must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 CFR 570.609. CDBG-DR funds may not be provided to excluded or disqualified persons.

The SUBRECIPIENT shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

The SUBRECIPIENT shall obtain approval in writing from the COUNTY before issuing a solicitation, awarding a solicitation, executing a contract, or amending an executed agreement.

The SUBRECIPIENT shall ensure that any construction contracts procured by the SUBRECIPIENT include bonding requirements in accordance with federal regulations, including 2 CFR § 200.326.

The SUBRECIPIENT agrees that all project costs charged to CDBG-DR funds shall be necessary and reasonable for the Project. The COUNTY reserves the right to require documentation supporting cost reasonableness including, but not limited to:

- a. Independent cost estimates or third-party appraisals
- b. Detailed budget breakdown
- c. Documentation of contracts for construction or other contracts related to the expenditure of CDBG-DR funds for this Project.

The COUNTY may disallow costs that are deemed excessive or unnecessary.

M. Property Standards

Real property acquired by the SUBRECIPIENT under this Agreement shall be subject to 24 CFR 570.505, 24 CFR 570.200(j) and 24 CFR §5.109 where applicable.

The SUBRECIPIENT shall also comply with the Property Standards at 2 CFR 200.311, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The SUBRECIPIENT shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be transferred to the COUNTY for its CDBG-DR program or may be retained after compensating the COUNTY.

N. Rights to Inventions

If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and

the SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

O. Federal Funding Accountability and Transparency Act (FFATA)

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 which are applicable to SUBRECIPIENT. Notwithstanding the foregoing, the SUBRECIPIENT will obtain a Unique Entity Identifier (UEI) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SEPARATE FFATA CERTIFICATION INCLUDED FOR SIGNATURE (EXHIBIT 4)

P. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), Section 104(d), and related CDBG Program Requirements

i. General

The SUBRECIPIENT shall comply with the URA, as amended (42 USC 4601 – 4655), and its implementing regulations at 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

ii. Waivers and Alternative Requirements

The SUBRECIPIENT shall comply with the following waivers and alternative requirements related to the URA found in the Universal Notice, FR-6489-N-01, as amended.

a. Residential Anti Displacement and Relocation Assistance Plan (RARAP)

SUBRECIPIENT must adopt the COUNTY’s RARAP or an equivalent plan approved by the COUNTY in accordance with the URA, as amended (49 CFR Part 24), Section 104(d) of the Housing and Community Development Act of 1974, as amended, and applicable HUD regulations.

b. Section 104(d) Relocation Assistance

Pursuant to Section III.B.15.c of the Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees, the relocation assistance requirements at section 104(d)(2)(A)(iii) and

section 104(d)(2)(B) of the HCDA, as amended, and the implementing regulations at 24 CFR 42.350, are waived.

As a result of this waiver, a displaced person who is eligible for relocation assistance under section 104(d) shall receive relocation assistance in the types and amounts provided under the URA, as amended, and its implementing regulations at 49 CFR part 24.

This waiver does not affect a person's eligibility as a displaced person under section 104(d); rather, it limits the types and amounts of relocation assistance available under section 104(d) to those provided under the URA.

c. Voluntary Purchase for Primary Residence

Pursuant to the Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees, 49 CFR 24.101(b)(2) is waived to the extent that it applies to a homebuyer, who does not have the power of eminent domain, and uses CDBG-DR funds in connection with the voluntary purchase and occupancy of a home the homebuyer intends to make their primary residence. Tenants displaced by these voluntary acquisitions may be eligible for relocation assistance under the URA.

d. Section 414 Waiver of the Robert T. Stafford Disaster Relief and Emergency Assistance Act

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act". Section 414 of the Stafford Act is waived to the extent that it would apply to real property acquisition, rehabilitation, or demolition of real property for a CDBG-DR funded project, undertaken by COUNTY or its SUBRECIPIENT, that began more than one (1) year after the Presidentially declared disaster, provided that the project was not planned, approved, or otherwise underway prior to the disaster. SUBRECIPIENT understands that the project commencement date is the earliest of:

1. The date of an approved Release for Request of Funds (RROF) and certification, or
2. the date of completion of the site-specific review when a program utilizes tiered environmental reviews, or

3. the date of sign-off by the approving official when a project converts to exempt under 24 CFR 58.34(a)(12).

The SUBRECIPIENT will ensure that this waiver does not apply to persons that meet the occupancy requirements to receive a replacement housing payment under the URA nor does it apply to persons displaced or relocated temporarily by other HUD-funded programs or projects. The SUBRECIPIENT will ensure that such persons' eligibility for relocation assistance and payments under the URA is not impacted by this waiver.

Q. Nondiscrimination

i. 24 CFR part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

ii. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with accessibility standards that ensure access to and use by individuals with disabilities. Buildings or facilities designed, constructed, or altered with CDBG-DR funds, shall comply with the Architectural Barriers Act Accessibility Standards (ABAAS), as applicable.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The ADA prohibits discrimination on the basis of disability and requires that newly constructed and altered facilities be readily accessible to and usable by individuals with disabilities. The ADA also requires the removal of architectural and communication barriers in existing facilities where such removal is readily achievable.

The SUBRECIPIENT shall comply with the laws, regulations, and executive orders referenced in 24 CFR 570.607 regarding employment and contracting to the extent they

are applicable.

iii. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

a. General Compliance:

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended, and 24 CFR 570.601 and 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds.

The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

b. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the SUBRECIPIENT assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to 24 CFR part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the SUBRECIPIENT's assurance herein shall obligate the SUBRECIPIENT or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the SUBRECIPIENT for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the COUNTY and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-

DR funds and provided to the SUBRECIPIENT under this Agreement, the instrument effecting any disposition by the SUBRECIPIENT of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the SUBRECIPIENT receives real property interests or funds for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

iv. Affirmative Action

a. Approved Plan

As applicable, SUBRECIPIENT shall carry out an Affirmative Action Program to the extent required by federal law, guidelines, rules, or regulations.

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

The SUBRECIPIENT must take all necessary affirmative steps listed in 2 CFR 200.321(b) to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used, when possible, when the SUBRECIPIENT procures property or services under this Agreement.

Under 2 CFR 200.321, Affirmative steps must include:

(a) When possible, the subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

c. Equal Employment Opportunity Statement

The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity employer and shall comply with all applicable federal nondiscrimination laws.

R. Labor and Employment

- i. SUBRECIPIENT is required to comply with s. 448.095, F.S., and register and use the E-Verify system for all new hires, and shall require its subcontractors or subrecipients to confirm employment eligibility for all new hires. In accordance with s. 448.095, F.S., the COUNTY shall terminate a contract with any SUBRECIPIENT where the COUNTY has a good faith belief that the SUBRECIPIENT has knowingly violated s. 448.09(1), F.S.
- ii. Pursuant to Section 110(a) of the Housing and Community Development Act of 1974 (HCDA), laborers and mechanics employed by contractors and subcontractors on construction work “financed in whole or in part” with CDBG-DR assistance must be paid not less than wages determined to be prevailing on similar construction work in the locality by the Secretary of Labor in accordance with the Davis Bacon Act (40 U.S.C. 3141 et seq.).
- iii. Davis- Bacon prevailing wage requirements do not apply in the following situations:
 - a. Construction work prime contracts of \$2,000 or less.
 - b. Bona fide volunteers where procedures and requirements of 24 CFR § 70 are met.
 - c. Force account work.
 - d. Non-construction activities like storm debris removal.
 - e. Demolition that is not followed by construction.
- iv. The SUBRECIPIENT shall ensure compliance with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5 by all contractors and subcontractors performing construction work subject to Davis-Bacon requirements under this Agreement. The SUBRECIPIENT shall ensure that contractors and subcontractors maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the COUNTY for review upon request and reviewed for compliance with applicable provisions.

S. Section 3 of the Housing and Urban Development Act of 1968

- i. Pursuant to 24 CFR Part 75, SUBRECIPIENT shall, to the greatest extent feasible, direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ such persons in connection with Section 3 covered projects. The SUBRECIPIENT shall comply with the COUNTY’s Section 3 Plan for CDBG-DR, as may

be amended, and with applicable HUD guidance implementing 24 CFR part 75. Where feasible, priority shall be given to Section 3 workers and Targeted Section 3 workers residing within the metropolitan area of the project, and to participants in YouthBuild programs. The SUBRECIPIENT shall ensure that the requirements of Section 3 are included in all Section 3 covered contracts and subcontracts at every tier and shall be responsible for monitoring and enforcing Section 3 compliance by its contractors and subcontractors.

- a. A Section 3 worker is a worker who currently qualifies or when hired within the past five years qualified for at least one of the following categories: the worker's individual income for the previous or annualized calendar year was below HUD's low- or very low-income limits; the worker is employed by a Section 3 business concern; or a YouthBuild participant. The five-year look-back period for determining Section 3 Worker eligibility shall be applied consistent with HUD guidance and shall not predate calendar year 2020.
 - b. A Targeted Section 3 worker is a worker who is a Section 3 worker who is: employed by a Section 3 business concern, currently qualifies, or when hired within the past five (5) years qualified, for at least one of the following categories: A worker who resided within the service area or neighborhood of the project and qualified as a low- or very low-income person or is a YouthBuild participant. The SUBRECIPIENT shall ensure that documentation supporting Targeted Section 3 Worker status is maintained in accordance with HUD guidance. The five-year look-back period shall not predate calendar year 2020.
 - c. A Section 3 Business Concern is defined as a business that meets at least one of the following: at least 51 percent owned and controlled by low- or very low-income persons; at least 51 percent owned and controlled by Section 3 Workers; more than 75 percent of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers.
- ii. The SUBRECIPIENT shall include all Section 3 covered contracts, as defined in 24 CFR part 75.3, language sufficient to ensure compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, the implementing regulations at 24 CFR part 75, the COUNTY's Section 3 Plan, and applicable HUD guidance.

T. Conduct

i. Hatch Act

The SUBRECIPIENT shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title 5 of the U.S.C.

ii. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this Agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.318. In addition, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, as applicable.

iii. Lobbying Certification

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. 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 required by 31 U.S.C 1352. 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; and
- d. The SUBRECIPIENT shall require that this certification language be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawardees at all tiers shall certify and disclose accordingly.

SEPARATE LOBBYING FORM INCLUDED FOR SIGNATURE (EXHIBIT 5)

iv. Government-Wide Debarment and Suspension

The SUBRECIPIENT shall comply and facilitate compliance with U.S. Housing and Urban

Development regulations, "Non-procurement Suspension and Debarment," 2 CFR part 2424 which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount). As such, the SUBRECIPIENT shall verify by reviewing the SAM at <https://www.sam.gov>, if necessary, that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

The certification in this clause is a material representation of fact relied upon by the COUNTY. If it is later determined by the COUNTY that the SUBRECIPIENT knowingly rendered an erroneous certification, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The SUBRECIPIENT agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 2424, while this offer is valid and throughout the period of any contract that may arise from this offer. The SUBRECIPIENT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SUBRECIPIENT is subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as well as 2 CFR part 180. The regulations in 2 CFR part 180 restrict making Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in Federal awards.

SEPARATE DEBARMENT FORM INCLUDED FOR SIGNATURE (EXHIBIT 6)

U. Inherently Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 5.109, such as worship, religious instruction, or proselytization.

- i. The SUBRECIPIENT must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in

whole or in part by the Subaward;

- ii. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and
- iii. Participation in any inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services; therefore, the SUBRECIPIENT shall not implicitly or explicitly condition receipt of any services funded in whole or part by the Subaward on participation in any inherently religious activities.

V. Environmental Conditions

i. Prohibition on Choice Limiting Activities Prior to Environmental Review

- a. Pursuant to 24 CFR Part 58, environmental and historic preservation compliance reviews must be completed before any work can begin on a project. CDBG-DR appropriation acts prohibit HUD from waiving these requirements.
 - 1. It is the responsibility of COUNTY to facilitate Environmental Reviews.
 - 2. In the event an Environmental Review concludes site conditions are deemed unacceptable, the award will be rescinded and this Agreement will be terminated as specified herein. "Unacceptable" sites include, without limitation, those containing an immitigable environmental factor that may adversely affect the health and safety of the residents.
- b. No choice-limiting actions shall be performed on the project until environmental clearance is received, and a Notice to Proceed is issued.
 - 1. "Choice-limiting actions" are defined as any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives, such as acquisition, construction, demolition of buildings, or rehabilitation or reconstruction of buildings.
 - 2. Market studies, environmental studies, plan development, engineering or design costs, inspections and tests are not considered "choice-limiting" actions.
- c. Pursuant to 24 CFR Part 58.22, failure to comply with the prohibition against committing funds or taking physical action (using either HUD funds or non-HUD funds) before the completion of the Environmental Review process could result in loss of HUD assistance, cancellation of the Project, reimbursement by the developer/owner to the COUNTY for the amount expended, or suspension of the disbursement of funds for the affected activity.

ii. Environmental Review Compliance

The SUBRECIPIENT acknowledges that the Project is subject to a federally required environmental review conducted pursuant to 24 CFR Part 58. In accordance with 24 CFR § 58.22, the SUBRECIPIENT shall comply with all environmental conditions, mitigation measures, or project-specific requirements identified in the HUD-approved Request for Release of Funds (RROF) and associated environmental review record (ERR). These may include, but are not limited to, requirements related to noise attenuation, floodplain development, historic preservation, endangered species protection, hazardous materials remediation, or stormwater management.

The SUBRECIPIENT shall implement and maintain all such mitigation measures throughout the term of the Project, as specified in the environmental review documentation. Failure to comply with any applicable environmental mitigation requirements shall constitute a material breach of this Agreement.

In the event of such noncompliance, the COUNTY shall have the right to immediately terminate this Agreement and pursue all applicable recapture remedies, including but not limited to the recovery of disbursed CDBG-DR funds, in accordance with the terms set forth in the Repayment/Recapture of Funds provisions of this Agreement and as permitted by 2 CFR § 200.345 and applicable federal regulations.

iii. Air and Water

The SUBRECIPIENT shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- a. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93);
- b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

iv. Lead-Based Paint

The SUBRECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J,

K, and R, which apply to activities under this Agreement.

Projects that involve damage or disturbance of painted or coated surfaces, as well as development or improvement of existing structures, may trigger some level of lead-based paint requirements under 24 CFR part 35, including inspection, risk assessment, reduction, abatement, and clearance of lead-based paint. All lead-based paint activities shall be conducted by firms and individuals certified or otherwise qualified in accordance with applicable federal and state requirements. The SUBRECIPIENT shall comply with applicable disclosure and notice requirements, including the distribution of HUD-approved lead hazard information pamphlets to tenants and occupants and shall follow the disclosure requirements in 24 CFR Part 35. Exemptions for inspection are provided 24 CFR 35.115.

v. Historic Preservation

The SUBRECIPIENT shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this Agreement.

In accordance with Section 106 of the National Historic Preservation Act of 1966 and 24 CFR part 58, projects involving rehabilitation, demolition, ground disturbance, or other undertakings with the potential to affect historic properties may require consultation with the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer (THPO), and/or other consulting parties. Historic properties include properties listed in or eligible for listing in the National Register of Historic Places.

The SUBRECIPIENT shall not undertake any activity that may affect historic properties until the environmental review process has been completed and all applicable historic preservation conditions, consultations, and mitigation measures have been satisfied, as documented in the Environmental Review Record (ERR).

W. Mandatory Disclosures

The SUBRECIPIENT shall comply with the mandatory disclosure requirements specified in 2 CFR 200.113. The SUBRECIPIENT must promptly disclose, in writing to the COUNTY, whenever, in connection with this Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the COUNTY. SUBRECIPIENT shall also report matters related to recipient integrity and performance reporting in accordance with Appendix XII to Part 200, Title 2 (Oct. 1, 2024). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

X. Never Contract with the Enemy

SUBRECIPIENT is subject to the guidance implementing Never Contract with the Enemy in 2 CFR part 183. The guidance in 2 CFR part 183 affects covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Y. Whistleblower Protections

Pursuant to 2 CFR 200.217 and 41 U.S.C. 4712, the SUBRECIPIENT shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The SUBRECIPIENT shall inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 and 2 CFR 200.217.

Z. Procurement of Recovered Materials

The SUBRECIPIENT shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and its implementing requirements at 2 CFR 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The SUBRECIPIENT should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

AA. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- i. Subrecipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain covered telecommunications equipment or services;
 - b. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- ii. As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment;
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- iii. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- iv. When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- v. For additional information, see section 889 of Public Law 115-232 and § 200.471.

BB. Elevation Requirements

Pursuant to 24 CFR Part 55, all non-residential structures, including infrastructure, that are assisted with CDBG-DR funds must be elevated or floodproofed in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii), or any successor standard, up to the Federal Flood Risk Management Standard (FFRMS) floodplain. Activities subject to these elevation requirements must also comply with all applicable federal accessibility standards.

X. OTHER REQUIREMENTS PURSUANT TO FLORIDA LAWS

- A. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- B. The SUBRECIPIENT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C. §287.135, F.S., prohibits COUNTY from contracting with companies for goods or services that are on the Scrutinized Companies or Other Entities that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. SUBRECIPIENT certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and is not engaged in a boycott of Israel, nor engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the COUNTY may terminate this Agreement if a false certification has been made, or the SUBRECIPIENT is subsequently placed on any of these lists, or engages in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
- D. Contracting with Entities of Foreign Concern (FS §287.138)

Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria listed below.

- i. The entity is owned by the government of a foreign country of concern;
- ii. The government of a foreign country of concern has a controlling interest in the entity; or
- iii. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

SEPARATE FOREIGN COUNTRY OF CONCERN ATTESTATION INCLUDED FOR SIGNATURE (EXHIBIT 7)

E. Human Trafficking Attestation

Pursuant to Section 787.06, Florida Statutes, an attestation must be completed by an officer or representative of an entity when a contract is executed, renewed or extended between a non-governmental entity and a governmental entity attesting that the non-governmental entity does not use coercion for labor or service as defined in Section 787.06, Florida Statutes.

SEPARATE HUMAN TRAFFICKING ATTESTATION INCLUDED FOR SIGNATURE (EXHIBIT 8)

F. Security of Communications and Surveillance

Pursuant to ch. 934, F.S., Security of Communications and Surveillance, COUNTY DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. SUBRECIPIENT shall not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communications during any non-public, in-person, or virtual meeting between itself and the COUNTY. Activities contrary to this may constitute a felony under ch. 934, F.S., and implicate ch. 119, F.S. Only duly authorized COUNTY personnel may grant an exception to this prohibition on a case-by-case basis in accordance with County Administrative Directive 06-050.

XI. TRAVEL

The SUBRECIPIENT shall obtain written approval from the COUNTY prior to any travel outside the metropolitan area with funds provided under this Agreement. Travel expenses, if authorized by the COUNTY, will be reimbursed according to section 112.061, Florida Statute, and Sarasota County Resolution No. 2016-170 and applicable federal laws.

XII. NOTICES

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

County Representative

Name	Nancy DeLoach
Title	Resilient SRQ Operations Program Manager
Address	301 N. Cattlemen Road, Suite 200, Sarasota, FL 34232
Phone Number	941-415-3225
Email Address	ndeloach@scgov.net

Subrecipient Representative	
Name	Bill Sadlo
Title	President
Address	3130 Fruitville Rd., Sarasota, FL 34237
Phone Number	941-366-3911
Email Address	bsadlo@bgcsdc.org

Any change in the Representatives listed above will be promptly communicated by the party making the change.

XIII. PUBLIC RECORDS

SUBRECIPIENT shall comply with the public records laws of the State of Florida. To the extent that SUBRECIPIENT is acting on behalf of the COUNTY within the meaning of section 119.001 (2), Florida Statutes, SUBRECIPIENT shall keep and maintain public records required by COUNTY to perform the services which form the subject matter of this Agreement; upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, FS, as amended from time to time, or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 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 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 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
6050 Porter Way
Sarasota, FL 34232
Phone: 941-861-5886
Email: publicrecords@scgov.net**

XIV. INDEPENDENT CONTRACTOR

Nothing contained in this 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 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.

SUBRECIPIENT is not an employee, agent or servant of COUNTY and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the SUBRECIPIENT's sole direction, supervision and control. The SUBRECIPIENT shall exercise control over the means and manner in which it and its employees and subcontractors perform the work, and in all respects the SUBRECIPIENT's relationship and the relationship of its employees or subcontractors to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY. The SUBRECIPIENT shall be solely responsible for providing benefits and insurance to its employees.

XV. FORCE MAJEURE

The SUBRECIPIENT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or specified by the COUNTY's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XVI. HOLD HARMLESS, INDEMNIFICATION

The SUBRECIPIENT shall indemnify and hold harmless COUNTY from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the SUBRECIPIENT and persons employed or utilized by the SUBRECIPIENT in the performance of the Agreement.

Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the

provisions of section 768.28, Florida Statutes, as may be applicable to either Party. Further, nothing contained herein shall constitute or be construed as a consent by either party to be sued by third parties for any matter arising out of or relating to this Agreement. This Section shall survive the termination or expiration of this Agreement.

XVII. VENUE, JURISDICTION, WAIVER OF JURY TRIAL

Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. The parties hereby waive all rights to trial by jury for any litigation undertaken concerning this Subrecipient Agreement. The construction of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida.

XVIII. ASSIGNMENT

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement. The SUBRECIPIENT shall not enter into any contracts, agreements, purchase orders, or the like with any person, entity, agency, or individual in the performance of this Agreement without the prior written approval of the COUNTY. The SUBRECIPIENT must receive prior written approval from the COUNTY for any and all advertisements, announcements, awards, solicitations and the like related to and/or using funds from this Agreement.

XIX. SUBCONTRACTS

The SUBRECIPIENT may enter into a contract with a contractor as necessary to carry out activities funded under this Agreement. The SUBRECIPIENT shall be responsible for the administration and oversight of the contractor and for ensuring compliance with this Agreement and all applicable federal, state, and local requirements.

The contractor may procure and contract with subcontractors in accordance with applicable procurement requirements. The SUBRECIPIENT shall ensure that its agreement with the contractor requires compliance with all applicable provisions of this Agreement and includes appropriate monitoring, documentation, and flow-down requirements.

The SUBRECIPIENT shall monitor the performance of the contractor on a regular basis. Documentation related to subcontracts procured by the contractor, including executed agreements and procurement records, shall be maintained by the contractor and shall be made available to the SUBRECIPIENT, the COUNTY, or HUD upon request for purposes of monitoring, audit, or compliance review.

XX. SEVERABILITY

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

XXI. SECTION HEADINGS AND SUBHEADINGS

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

XXII. WAIVER

The COUNTY'S delay or failure to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the COUNTY's right to pursue remedies related to this Agreement at law or in equity. Nor shall the COUNTY's single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law or equity.

XXIII. SURVIVAL

Sections III, IV, V, VI, VII, , IX, XIII, XVI, XXII, XXIII, XXV, Exhibit 2, and Exhibit 3 and any right or obligation of the parties in this Subrecipient Agreement which by its express terms or nature and context is intended to, survive the termination or expiration of this Subrecipient Agreement.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this 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 Agreement.

XXV. FEDERAL REGULATIONS

This Agreement shall be read to be consistent with state and federal law, as may be amended. If any federal regulations or Executive Orders cited herein are superseded, amended, rescinded, overturned, revoked, or otherwise deemed invalid, those federal regulations or Executive Orders shall automatically be stricken from this Subrecipient Agreement with no further action required by the Parties. 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. The Parties agree to work in good faith to amend this Subrecipient Agreement as needed to incorporate any

changes to the federal regulations as they are made available by the appropriate federal authorities.

[Remainder of page left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

**BOYS & GIRLS CLUBS OF SARASOTA AND
DESOTO COUNTIES, INC.**

Signed By: 

Print Name: Bill Sadlo

Title: President

Date: 4/13/26

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: 

Jonathan R. Lewis
County Administrator

5-26-26
Date signed by Sarasota County

*Executed by the County Administrator
pursuant to Resolution No. 2025-027*

Approved as to form and correctness:

By: 

COUNTY Attorney 

RSRQ INFRA - CASE # 32533

**EXHIBIT 1
FEDERAL SUB-AWARD INFORMATION**

1	Subrecipient's Name	Boys & Girls Clubs of Sarasota and Desoto Counties, Inc.
2	Subrecipient's unique entity identifier	WZW6MMV39SX8
3	Federal Award Identification Number	B-25-UU-12-0008
4	Federal Award Date	June 30, 2025
5	Subaward Period of Performance Start and End Date	Refer to Section IV of this Agreement
6	Subaward Budget Period Start and End Date	12/16/2025 - 6/29/2031
7	Amount of Federal Funds Obligated by this Agreement by the pass-through entity to the Subrecipient	\$3,000,000
8	Total Amount of Federal Funds Obligated to Subrecipient by the pass-through entity	\$3,000,000
9	Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity	\$3,000,000
10	Federal Award Project Description	HUD allocated \$210,094,000 in CDBG-DR funds to Sarasota County in response to Hurricanes Debby, Helene, and Milton, DR-4806-FL, DR-4828-FL, and DR-4834-FL, through the publication of the Federal Register, 90 FR 4759 (January 21, 2025). This allocation was made available through Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.)
11	Name of Federal Awarding Agency, pass-through entity, and pass-through entity contact information	Federal: U.S. Department of Housing and Urban Development (HUD) Pass-through: Sarasota County Steve Hyatt, shyatt@scgov.net 941-315-5187
12	Assistance Listing Number and Name	14.218 Community Development Block Grants/Entitlement Grants
13	Award is Research and Development	No
14	Indirect Cost Rate for Award	N/A

**EXHIBIT 2
SCOPE OF SERVICE**

A. Eligible Use of Funds

As a condition of receiving this subaward, the SUBRECIPIENT shall administer the Project, which includes performing all of the work described in this section. The SUBRECIPIENT shall complete the activities in a manner satisfactory to the COUNTY and consistent with the terms of conditions of this Agreement and applicable Federal statutes and regulations.

B. Prohibited Activities

The SUBRECIPIENT may only carry out the activities described in this Agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG-DR ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

C. Program Delivery (CDBG-DR Eligible Activities)

Activity #1 Construction of public facilities and improvements. (24 CFR 570.201(c)).

The Subrecipient shall provide all services, labor, materials, supplies, and equipment necessary to complete the Project. The Project shall consist of construction of programmatically eligible public or semi-public facilities, such as fire stations, shelters, and food banks.

The specific project scope is as follows:

The Project, identified as Rebuild Newtown Boys & Girls Club, located at 1790 21st Street, Sarasota, FL 34234, shall be constructed by the SUBRECIPIENT for the purpose of providing a community center that addresses disaster related impacts and enhances future impacts of natural disasters.

The scope of work will include:

The Roy McBean Boys & Girls Club, located in the Newtown neighborhood within a public housing community in Sarasota County, serves youth from predominantly low-income households, with 99% of members living in families earning \$61,000 or less annually—well below the local ALICE Household Survival Budget of approximately \$102,000 for a family of four. The Club provides a safe and structured out-of-school environment where youth receive nutritious meals, academic support, and access to programs focused on academic success, character and leadership development, civic engagement, the arts, and college and career readiness, and no child is turned away due to inability to pay. In partnership with All Faiths Food Bank, the site also operates regular food distribution and will include a dedicated food pantry to serve both Club families and the broader community. Replacement of the outdated facility will enhance the Club's capacity to deliver modern, high-quality programming and expand community impact, resulting

EXHIBIT 2
SCOPE OF SERVICE

in improved educational outcomes, increased food security, and strengthened support for economically vulnerable families.

CDBG-DR funds shall be used to support the construction of the Project.

The Project will provide direct benefit to approximately 300 residents of Sarasota County.

Pre-Award Costs

Pre-award costs will not be allowed.

D. National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG-DR program's National Objectives.

The SUBRECIPIENT certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

Activity #1 Low- to moderate-income clientele

SUBRECIPIENT must satisfy criteria in 24 CFR 570.208(a)(2)(i)

Records necessary to demonstrate compliance with 24 CFR 570.506(b)(3) include:

(i) Documentation establishing that the facility or service is designed for the particular needs of or used exclusively by senior citizens, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," persons living with AIDS, battered spouses, abused children, the homeless, illiterate adults, or migrant farm workers, for which the regulations provide a presumption concerning the extent to which low- and moderate-income persons benefit; or

(ii) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or

(iii) Data showing the size and annual income of the family of each person receiving the benefit.

E. Levels of Accomplishment –Performance Goals and Timelines

The SUBRECIPIENT shall complete the activities required under this Agreement in accordance with the following timeframes and performance goals associated with each of the activities:

**EXHIBIT 2
SCOPE OF SERVICE**

<u>Activity</u>	<u>Performance Goal</u>	<u>Timeframe for Completion of Performance Goal</u>
Construction of public facilities and improvements.	<i>Commence Construction</i>	<i>Within 120 calendar days of County's issuance of Notice to Proceed</i>
	<i>Construction Complete</i>	<i>Within 24 months of County's issuance of Notice to Proceed</i>
	<i>Certificate of Occupancy</i>	<i>Within 2 months of Construction Complete</i>

F. Staffing

The SUBRECIPIENT shall supervise and direct the completion of all activities under this Agreement. Any changes in the Key Personnel assigned or their responsibilities under the activities are subject to the prior approval of the COUNTY.

At a minimum, the SUBRECIPIENT shall assign the following staff with the identified responsibilities (the "Key Personnel") to the identified activities:

Activity #1: Construction of public facilities and improvements.

Staff Member Title	Responsibilities
Board Member/Vice Chair of Special Projects	Provide guidance, project management and monitoring, handling of vendor and bid procurement, compliance, and act as a liaison between our organization and vendors with the support of the Building Committee
President/CEO	Project oversight.
Building Committee	A special committee of our organization made up of local professionals consisting of construction specialists, architects, manufacturers, developers, contractors, entrepreneurs, and lawyers. As part of their duties, this committee reviews all construction plans, designs, activities, code enforcement, compliance, and completion.
VP of Finance	Oversee the budget, organizational compliance, cash flow, expenditures, organize relevant reimbursement expenses, and any reporting related to this project.
Staff Accountant	Submit reimbursement requests on behalf of the organization.

**EXHIBIT 3
GRANT BUDGET**

The established budget and activities for this Agreement is included in the table below. SUBRECIPIENT shall be solely responsible for all project costs in excess of the CDBG-DR budgeted funds and activities. Changes to the budgeted CDBG-DR funds and activities listed below shall conform to the requirements contained within Section VIII: Amendments, Termination, and Dispute Resolution. Changes in funding between the categories described that do not increase or decrease the total funding of this Agreement may be accomplished without a formal amendment to the Agreement if approved in writing by authorized representatives of the COUNTY and the SUBRECIPIENT. Any request by the SUBRECIPIENT to increase or decrease the total funding of this Agreement must be submitted to the COUNTY in writing and include a detailed justification for the requested increase or decrease. If the COUNTY approves the SUBRECIPIENT's requested change in total funding under this Agreement, the change in total funding must be reflected in an amendment to this Agreement executed by both parties.

The COUNTY may require the SUBRECIPIENT to provide supplementary budget information in a timely fashion in the form and content prescribed by the COUNTY.

Description	CDBG-DR Amount
Environmental Review Allowance ¹	\$11,000.00
Construction	\$2,989,000.00
Total	\$3,000,000.00

¹ Retained by the County for use towards environmental review compliance purposes.

EXHIBIT 4
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

Data Collection Form

The Federal Funding Accountability and Transparency Act (FFATA) requires a system to allow federal prime grant awardee recipients to report sub-award activity and executive compensation. The FFATA Subaward Reporting System – FSRs.gov – is the system that allows grant award recipients to electronically report their sub-award activity.

Pursuant to 2 CFR Appendix A to Part 170 - Award Term (as defined in 2 CFR 170.320), and in compliance with the FFATA Subaward Reporting System (FSRS) reporting requirements, Sarasota County must capture and report sub-recipient and executive compensation data regarding its first-tier sub-awards that obligate **equal to or in excess of \$30,000** in Federal funds.

ORGANIZATION AND PROJECT INFORMATION:

Active Unique Entity ID (sam.gov):

WZW6MMV39SX8

Name of Entity:

Boys & Girls Clubs of Sarasota and Desoto Counties, Inc.

Address of Entity:

3130 Fruitville Rd.

City:

Sarasota

State:

FL

Country:

US

Zip + 4:

34237

Congressional District:

17th

Amount of Sub-Award:

\$3,000,000

Federal Contract No.:

Project Description:

The Roy McBean Boys & Girls Club, located in the Newtown neighborhood within a public housing community in Sarasota County, serves youth from predominantly low-income households, with 99% of members living in families earning \$61,000 or less annually—well below the local ALICE Household Survival Budget of approximately \$102,000 for a family of four. The Club provides a safe and structured out-of-school environment where youth receive nutritious meals, academic support, and access to programs focused on academic success,

EXHIBIT 4
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

character and leadership development, civic engagement, the arts, and college and career readiness, and no child is turned away due to inability to pay. In partnership with All Faiths Food Bank, the site also operates regular food distribution and will include a dedicated food pantry to serve both Club families and the broader community. Replacement of the outdated facility will enhance the Club's capacity to deliver modern, high-quality programming and expand community impact, resulting in improved educational outcomes, increased food security, and strengthened support for economically vulnerable families.

Entity's Principal Place of Performance:

City:	State:	Country:
Sarasota	FL	US

Zip + 4:	Congressional District:
34234	17 th

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity with this SAM record, represented by a Unique Entity ID number,) receive:
 - a) 80 percent or more of its annual gross revenue in Federal procurement contracts (and subcontracts) and Federal financial assistance awards subject to the Transparency Act, as defined at § 170.320 (and subawards); *and*
 - b) \$25,000,000 or more in annual gross revenue from Federal procurement contracts (and subcontracts) and Federal financial assistance awards subject to the Transparency Act, as defined at § 170.320;

YES (answer question #2) NO (only signature is required)

2. Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity with this SAM record, represented by a Unique Entity ID number) unless publicly available, through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U. S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986

YES (only signature is required) NO (provide compensation data and signature)

**EXHIBIT 4
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**


If you answer No to question #1, compensation data is not required. If you answer No to question #2, please provide the following information below: Names and total compensation of each of the five (5) most highly compensated executives for Sub-recipient's preceding fiscal year. Total compensation includes salary and bonus, awards of stock, stock options and stock appreciation rights, earnings for services under non-equity incentive plans, change in pension value, above-market earnings on deferred compensation which is not tax-qualified, and other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of employee, perquisites or property) for the executive exceeds \$10,000. For more information, please see 17 CFR 229.402(c)(2).

Names and total compensation of the five highest compensated officers of the entity:

No.	Name	Title	Total Compensation for Most Recently Completed Fiscal Year

Certification

I certify, on behalf of **Boys & Girls Clubs of Sarasota and Desoto Counties, Inc.** that the information provided in response to this information request is complete and accurate. I further certify that I have the authority to provide the requested information and execute this certification on behalf of **Boys & Girls Clubs of Sarasota and Desoto Counties, Inc.** Last, I certify that I am fully aware that the information provided in this Data Collection Form will be submitted to <https://www.fsr.gov/> and may be made public.

Organization Name	Boys & Girls Clubs of Sarasota and Desoto Counties, Inc.
Name of Authorized Official	Bill Sadlo
Title of Authorized Official	President
Signature of Authorized Official	
Date Signed	4/13/26

**EXHIBIT 5
LOBBYING FORM**

31 U.S.C. 1352 and 2 CFR Part 200 Appendix II (I)

The Lobbying requirements mandate the maximum flow down, pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language 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.

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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The SUBRECIPIENT, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Organization Name	Boys & Girls Clubs of Sarasota and Desoto Counties, Inc.
Name of Authorized Official	Bill Sadlo ✓
Title of Authorized Official	President
Signature of Authorized Official	
Date Signed	4/13/26

EXHIBIT 6
GOVERNMENT WIDE DEBARMENT AND SUSPENSION

The SUBRECIPIENT shall comply and facilitate compliance with U.S. Housing and Urban Development, "Non-procurement Suspension and Debarment," 2 C.F.R. part 2424, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount). As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting this form, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the COUNTY. If it is later determined by the COUNTY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The SUBRECIPIENT agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 2424, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


Organization Name	Boys & Girls Clubs of Sarasota and Desoto Counties, Inc.
Name of Authorized Official	Bill Sadlo
Title of Authorized Official	President
Signature of Authorized Official	
Date Signed	4/13/26

**EXHIBIT 7
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Boys & Girls Clubs of Sarasota and Desoto Counties, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Organization Name	Boys & Girls Clubs of Sarasota and Desoto Counties, Inc.
Name of Authorized Official	Bill Sadlo
Title of Authorized Official	President
Signature of Authorized Official	
Date Signed	4/13/26


**EXHIBIT 8
HUMAN TRAFFICKING ATTESTATION FORM**

Pursuant to Section 787.06 (13), Florida Statutes, this form must be completed by an officer or representative of an entity when a contract is executed, renewed or extended between a non-governmental entity and a governmental entity.

Applicable Not Applicable

The non-governmental entity named below does not use coercion for labor or service as defined in Section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Organization Name	Boys & Girls Clubs of Sarasota and Desoto Counties, Inc.
Name of Authorized Official	Bill Sadlo
Title of Authorized Official	President
Signature of Authorized Official	
Date Signed	4/13/26

