

**SUBRECIPIENT AGREEMENT
BETWEEN SARASOTA COUNTY, FLORIDA
AND
SUNCOAST PARTNERSHIP TO END HOMELESSNESS, INC.
FOR
ADMINISTRATION**

Contract Number: E-20-UW-12-0014

Assistance Listing 14.231

THIS SUBRECIPIENT AGREEMENT is made and entered into at Sarasota, Florida this ____ day of _____, 2022 by and between the Sarasota County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Suncoast Partnership to End Homelessness, Inc., hereinafter referred to as "SUBRECIPIENT."

WHEREAS, the COUNTY has been awarded Emergency Solutions Grant CARES ACT funding, hereinafter referred to as "ESG-CV"; and

WHEREAS, the COUNTY has engaged the SUBRECIPIENT to assist the COUNTY in utilizing such funds; and

WHEREAS, the SUBRECIPIENT will act in its capacity as manager of Oneby1 Coordinated Entry System to utilize ESG-CV funds for rapid rehousing and non-congregate shelter services toward the goal of homelessness being rare, brief and nonrecurring; and

WHEREAS, the COUNTY desires to provide the SUBRECIPIENT with ESG-CV program administrative funding in an effort to offset additional costs incurred by monitoring non-profit agencies identified and contracted by SUBRECIPIENT to provide rapid rehousing and non-congregate sheltering of homeless households.

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

I. STATEMENT OF WORK

Since the SUBRECIPIENT is responsible for providing Rapid Rehousing and Non-Congregate Shelter services in a manner satisfactory to the COUNTY using ESG-CV funds, SUBRECIPIENT will incur additional administrative expenses and will be reimbursed for the following activities as provided for under 24 CFR 576.108:

- To review and submit accurate invoices to the COUNTY for reimbursement of non-profit providers who locate housing for homeless individuals and families.
- To cover staff costs associated with processing additional invoices from non-profit providers engaged by the SUBRECIPIENT for ESG-CV funded activities.

- To cover the cost of training new case managers in the use of the Homeless Management Information System (HMIS).

A. Work to be Performed

1. Administrative services -

- a. The COUNTY will pay the SUBRECIPIENT for personnel costs associated with the delivery of the services listed above. Funds will only be used to pay personnel costs and benefits involved in the direct provision of these services and be of such a nature and in such location, that is reasonably assumed that the clientele will be homeless persons.

2. Staff costs associated with processing additional invoices from non-profit providers engaged in ESG-CV funded activities

- a. SUBRECIPIENT will track the time spent by their staff working on, reviewing, and processing invoices from their ESG-CV funded non-profit providers.
- b. Costs eligible for reimbursement include hourly wages and fringe benefits.

3. Cost(s) of training new case managers in the use of the Homeless Management Information System (HMIS) -

- a. SUBRECIPIENT will track the time spent by new case managers who receive training on how to access and use HMIS.
- b. SUBRECIPIENT will track the time spent by trainers teaching new employees how to access and use the HMIS system.
- c. Costs eligible for reimbursement include hourly wages and fringe benefits.

4. Monthly Reimbursement – The SUBRECIPIENT will request reimbursement from the COUNTY as provided in Section X of this SUBRECIPIENT AGREEMENT

5. Monthly Report – Each month, the SUBRECIPIENT will submit a report to the COUNTY showing the number of hours its staff worked on the ESG-CV funded activities of case management, subrecipient invoice processing, and training.

B. Work Schedule

Services of the SUBRECIPIENT shall start on April 1, 2022, and end on August 30, 2022. The term of this SUBRECIPIENT AGREEMENT and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of ESG-CV funds or other ESG-CV assets, including program income.

C. Budget

The total amount of funds that will be provided to the SUBRECIPIENT under this SUBRECIPIENT AGREEMENT is \$30,000. All funds must be used for personnel providing the direct services as defined in Section I of this SUBRECIPIENT AGREEMENT. ESG-CV funds may not be used to pay for any costs not included in this Agreement.

D. Monitoring

The COUNTY will monitor the performance of the SUBRECIPIENT against the goals and performance standards as stated above. Failure to meet these performance standards described above in the Work Schedule will result in a reduction of funding, the suspension of the SUBRECIPIENT AGREEMENT or termination of the SUBRECIPIENT AGREEMENT.

II. MATCHING REQUIREMENT

- A. Based on the U.S. Department of Housing and Urban Development Notice CPD-20-08, no match is required for ESG-CV funds.

III. CONFIDENTIALITY OF RECORDS

- A. The SUBRECIPIENT must require each RRH Provider to develop and implement written procedures to ensure:
1. All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential to the extent possible under applicable Federal and Florida law; and
 2. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG-CV will not be made public, except with the written authorization of the person responsible for the operation of the shelter or as required by applicable law; and
 3. The address or location of any housing will not be made public, except as provided under a preexisting privacy policy of the recipient

or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

- B. The confidentiality procedures of the SUBRECIPIENT and each RRH Provider must be in writing and must be maintained in accordance with applicable law and this SUBRECIPIENT AGREEMENT.

IV. RECORDS AND REPORTS

- A. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this SUBRECIPIENT AGREEMENT.
- B. The SUBRECIPIENT shall retain all records, supporting documents, statistical records, and all other records pertinent to the SUBRECIPIENT AGREEMENT for a period of five (5) years after the expenditure of all ESG-CV funds.
- C. Notwithstanding the confidentiality procedures described in Section III, HUD, the HUD Office of the Inspector General and the Comptroller General of the United States, or any of their authorized representatives, including the COUNTY, must have the right of access to all books, documents, papers and or other records of the SUBRECIPIENT that are pertinent to the ESG-CV grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.
- D. The SUBRECIPIENT must provide citizens, public agencies and other interested parties with reasonable access (consistent with state and local laws regarding public records, privacy and obligations of confidentiality and the confidentiality requirement in this SUBRECIPIENT AGREEMENT) to records regarding any uses of the ESG-CV funds the SUBRECIPIENT received during the preceding five (5) years.

V. PUBLIC RECORDS

The records related to this SUBRECIPIENT AGREEMENT and the work performed hereunder are public records under Florida Law, subject to disclosure upon proper request unless confidential and/or exempt from public disclosure under applicable state law. SUBRECIPIENT hereby specifically covenants to comply with the public records laws of the State of Florida. As required by Section 119.0701, Florida Statutes, to the extent that the SUBRECIPIENT is acting on behalf of the COUNTY within the meaning of Section 119.011(2), Florida Statutes, SUBRECIPIENT specifically covenants to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services which form the subject matter of this SUBRECIPIENT AGREEMENT.
- B. Provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to COUNTY all public records in possession of SUBRECIPIENT upon termination of this SUBRECIPIENT AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

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

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

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

Phone: 941-861-5886

Email: publicrecords@scgov.net

VI. PROGRAM INCOME

Program Income is defined as provided by 2 CFR 200.1, except that:

- A. Program Income includes any amount of a security or utility deposit returned to the SUBRECIPIENT, as provided by 24 CFR 576.2; and
- B. Costs that are incidental to generating Program Income and not charged to the ESG-CV subgrant may be deducted from gross income to determine Program Income, as allowed under 2 CFR 200.307 (b).
- C. Program Income will be deducted from allowable costs as provided by 2 CFR 200.307(e)(1).

In the event the SUBRECIPIENT receives Program Income, it must be used for eligible Rapid Re-housing (24 CFR 576.104) ESG-CV (CPD-20-08) activities.

VII. OTHER PROGRAM REQUIREMENTS

- A. The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR Part 576.405(c).
- B. The requirements of 2 CFR part 200 apply to the SUBRECIPIENT except that 24 CFR 84.23 and 84.53 do not apply and program income is to be used as the nonfederal share under 2 CFR 200.307 (e) (3). These regulations include allowable costs and non-Federal audit requirements.
- C. The SUBRECIPIENT may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 50 and the SUBRECIPIENT has received HUD approval of the property.
- D. Federally Funded Sub-Award and Grant Agreement:
 - 1. 2 CFR §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”
 - 2. As defined by 2 CFR §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

3. As defined by 2 CFR §200.1, "subrecipient" means "an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award."
4. As defined by 2 CFR §200.1 "Federal award" means "Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity."
5. As defined by 2 CFR §200.1 "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

E. The following information is provided pursuant to 2 CFR §200.332(a)(1) Federal Award Identification:

1. SUBRECIPIENT'S Name: Suncoast Partnership to End Homelessness, Inc.
2. SUBRECIPIENT'S DUNS number: 610943651
3. Federal Award Identification Number: E-20-UW-12-0014
4. Federal Award Date: 7-21-2021
5. Subaward Period of Performance Start and End Date: Date of Execution through 08-30-2022
6. Subaward Budget Period Start and End Date: No later than 4-1-2022 through 8-30-2022
7. Amount of Federal Funds Obligated by this Agreement by the pass-through entity to the subrecipient: \$30,000
8. Total Amount of Federal Funds Obligated to SUBRECIPIENT by the pass-through entity: \$2,380,752
9. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$1,872,211
10. Federal Award Project Description: Based on the Consolidated Plan, funds will be used to provide housing and services to the homeless, prevent households from becoming homeless and document assistance provided to the homeless or imminently homeless by means of the Homeless Management Information System database, with Suncoast Partnership providing administration on non-profit providers who utilize ESG-CV funds, including but not limited to reviewing and processing invoices and training of providers.
11. Name of Federal Awarding Agency: U.S. Department of Housing and Urban Development (HUD)
12. Name of Pass-Through Entity: Sarasota County
13. Contact Information for the Pass-Through Entity: Sarasota Office of Housing & Community Development, 111 South Orange Avenue, Sarasota, Florida, 34236 Telephone: 941-263-6423
14. Assistance Listing Name: Emergency Solutions Grant Program
15. Assistance Listing Number: 14.231
16. Award is Research and Development: No
17. Indirect Cost Rate for Award: N/A

VIII. SUSPENSIONS AND TERMINATIONS

A. Termination for Cause

The COUNTY may terminate this SUBRECIPIENT AGREEMENT if the SUBRECIPIENT fails to comply with any terms of this SUBRECIPIENT AGREEMENT, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this SUBRECIPIENT AGREEMENT;
3. Ineffective or improper use of funds provided under this SUBRECIPIENT AGREEMENT; or
4. Submission by the SUBRECIPIENT to the COUNTY reports that are incorrect or incomplete in any material respect.

B. Termination for Convenience

1. This SUBRECIPIENT AGREEMENT may only be terminated for convenience by the COUNTY with the consent of the SUBRECIPIENT, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
2. By the COUNTY or SUBRECIPIENT upon written notification to HUD, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, HUD determines that the remaining portion of the award will not accomplish the purpose for which the award was made, HUD may terminate the SUBRECIPIENT AGREEMENT in its entirety.

IX. REVERSION OF ASSETS

The SUBRECIPIENT agrees that upon the expiration or termination of this SUBRECIPIENT AGREEMENT that it shall transfer to the COUNTY any ESG-CV funds on hand and any accounts receivable attributable to the use of ESG- funds.

X. REIMBURSEMENT/PAYMENT TO SUBRECIPIENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY to the SUBRECIPIENT under this SUBRECIPIENT AGREEMENT shall not exceed \$30,000. The COUNTY will pay to the SUBRECIPIENT funds available under this SUBRECIPIENT AGREEMENT based upon substantiated information submitted by the SUBRECIPIENT and consistent with any approved budget and COUNTY policy concerning payments. All requests for payment must be for eligible expenses actually incurred by the SUBRECIPIENT and are not to exceed actual cash requirements. Payments will be adjusted by the COUNTY in accordance with program income balances available in SUBRECIPIENT'S account.

SUBRECIPIENT will submit monthly invoices to the COUNTY for reimbursement no later than ten (10) working days after the end of the prior month until all ESG-CV funds have been expended.

The monthly invoice from the SUBRECIPIENT must be mailed to:

Sarasota Office of Housing and Community Development
111 South Orange Avenue, Suite 103
Sarasota Florida 34236

All invoices must include the following items:

- A. An invoice on the SUBRECIPIENT'S letterhead showing the full amount of the funding that is requested, the time period that is included in the invoice, and the invoice must be signed and dated by the SUBRECIPIENT'S authorized representative. Final invoice must be received by September 15, 2022.
- B. Time sheets demonstrating the number of hours that the SUBRECIPIENT'S employee(s) spent working on eligible activities as described in this SUBRECIPIENT AGREEMENT.
- C. Information showing the hourly rate paid to each employee being paid under this SUBRECIPIENT AGREEMENT.
- D. Information showing the benefits paid to each employee being paid under this SUBRECIPIENT AGREEMENT.
- E. Within 60 days of receiving payment from the COUNTY, the SUBRECIPIENT must provide to the COUNTY, a copy of the payment register, showing the employee's name, gross wages, and the date the payment was made to and received by the SUBRECIPIENT'S employee. Failure to provide this information within 60 days of receiving payment from

the COUNTY will result in future payments being suspended until this information is received by the Office of Housing and Community Development.

- F. Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified in 2 CFR part 200.

XI. OTHER REQUIREMENTS

A. Notices

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

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

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
County Administrator 1660 Ringling Blvd., 2 nd Floor Sarasota, Florida 34236	Executive Director 1750 17 th Street C-1 Sarasota, Florida 34234

B. Audits

The SUBRECIPIENT hereby agrees to have an annual audit conducted in accordance with current COUNTY policy concerning SUBRECIPIENT audits and 2 CFR part 200 and to submit a copy of that audit to the COUNTY within 30 days after the SUBRECIPIENT receives any audit.

C. Independent Contractor

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

insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

E. Hold Harmless

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

F. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for its employees involved in the performance of this SUBRECIPIENT AGREEMENT as described in Exhibit A of this SUBRECIPIENT AGREEMENT.

G. Insurance

The SUBRECIPIENT shall comply with the insurance requirements of 2 CFR part 200 Insurance as described in Exhibit A.

H. COUNTY Recognition

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

I. Close-out

While all program activities must be completed by August 30, 2022, this SUBRECIPIENT AGREEMENT shall remain in effect until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: providing copies of the payment register showing the payment of ESG-CV funds and determining the custodianship of records. Notwithstanding the foregoing, the terms of this SUBRECIPIENT AGREEMENT shall remain in effect during any period that the SUBRECIPIENT has control over ESG-CV funds, including program income.

J. **SUBRECIPIENT AGREEMENT Assignment**

The SUBRECIPIENT may not assign this SUBRECIPIENT AGREEMENT to any other organization.

K. **Fair Housing Requirement**

The SUBRECIPIENT will ensure that all of the SUBRECIPIENT'S RRH Providers place a fair housing poster in a visible location where it can be seen by PROGRAM PARTICIPANTS and program applicants. The SUBRECIPIENT agrees to place and ensure that SUBRECIPIENT'S RRH Providers place the fair housing logo on all applications and brochures associated with this SUBRECIPIENT AGREEMENT.

L. The housing unit for each PROGRAM PARTICIPANT assisted with the COUNTY'S ESG CARES Act funds must be located in Sarasota County.

M. If the COUNTY in its sole and absolute discretion determines that costs reimbursed to the SUBRECIPIENT under this SUBRECIPIENT AGREEMENT are improper, unreasonable, unlawful, or not supported by adequate documentation, then SUBRECIPIENT must repay all such unsupported amounts in full to the COUNTY within thirty (30) calendar days of the COUNTY'S request for repayment.

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

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

SUNCOAST PARTNERSHIP TO
END HOMELESSNESS, INC.

By: 
Chris Johnson
Chief Executive Officer

4/18/22
Date signed by Suncoast Partnership to
End Homelessness

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: 
Chairman

4/20/2022
Date signed by Sarasota County

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

By: 
Deputy Clerk

Approved as to form and correctness:

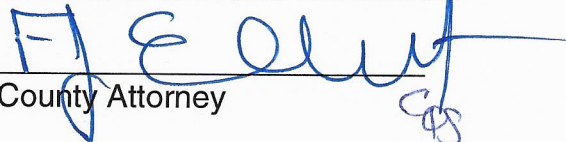
By: 
County Attorney

EXHIBIT A INSURANCE

A. INSURANCE

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

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

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

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

B. POLICY FORM

1. All policies required by this SUBRECIPIENT AGREEMENT, with the exception of Workers' Compensation, or unless specific approval is given by COUNTY Risk Management, are to be written on an occurrence basis, shall name Sarasota County Government as additional insured as their interest may appear under this SUBRECIPIENT AGREEMENT. Insurer(s),

exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against Sarasota County Government.

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

to expiration of the insurance contract, when applicable. All insurance certificates shall be received by COUNTY'S Office of Housing and Community Development before the SUBRECIPIENT will be allowed to commence or continue work.

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

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

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