

**YMCA of the Suncoast, Inc.
CDBG Program Funding Agreement**

**AN AGREEMENT BETWEEN HERNANDO COUNTY, FLORIDA AND YMCA of the
Suncoast, Inc., A FLORIDA NONPROFIT CORPORATION, TO FUND COSTS
FOR PUBLIC SERVICES UNDER THE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM OF THE UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT IN AN AMOUNT NOT TO EXCEED
\$39,781.**

THIS AGREEMENT, hereinafter referred to as “this Agreement”, entered into in Brooksville, Florida on **July 8, 2025** by and between Hernando County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “County”, the address of which is Hernando County, 15470 Flight Path Drive, Brooksville, Florida 34604, and YMCA of the Suncoast, INC., a Florida nonprofit corporation, hereinafter referred to as the “Subrecipient”, the address of which is 2469 Enterprise Road, Clearwater, Florida 33763.

WHEREAS, the County has made application and entered a contract, hereinafter referred to as “the Grant Agreement,” with the United States Department of Housing and Urban Development, hereinafter referred to as “HUD”, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the “Act”, and 24 CFR Part 570, hereinafter referred to as the “Regulations”; and

WHEREAS, pursuant to the Grant Agreement, the County is undertaking certain activities to develop and sustain viable communities, to provide decent housing, a suitable living environment and to expand economic opportunities principally for persons and households of low and moderate income, as fully described in the Consolidated Planning Document, hereinafter referred to as the “CPD” and the Community Development Block Grant Program, hereinafter referred to as “CDBG”; and

WHEREAS, in pursuit of its goals and pursuant to the Grant Agreement, the County desires to enter into an agreement with the Subrecipient to render services under the provisions of the grant from HUD for CDBG funds to provide public services to low-income residents of unincorporated Hernando County, as more particularly noted in **Exhibit A**, hereinafter referred to as the “Program”; and

WHEREAS, the provision of public services is an eligible activity for which CDBG funds may be used pursuant to 24 CFR § 570.201(e) and meets the national objective of benefiting low and moderate income clientele.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

The following attached documents are hereby incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Request for Payment

Exhibit B-1	Program Performance Report
Exhibit C	Insurance Requirements
Exhibit D	Quarterly Reporting
Exhibit E	Equal Opportunity Clause
Exhibit F	Expenditure Schedule
Exhibit G	Employee Timesheet
Exhibit H	Program Eligibility Form
Exhibit I	Federal Award Identification for Subawards
Exhibit J	Federal Subaward Information Form

The parties are bound by the attached documents as if the text of these documents were written verbatim into this Agreement. The Agreement and the attached documents are intended to supplement and complement each other and shall, where possible, be so interpreted.

ARTICLE I. SCOPE OF SERVICE

The Subrecipient shall carry out, or cause to be carried out, the scope of work, budget, and schedule described in **Exhibit A**, attached hereto and made part hereof.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the County.

- A. All work shall be completed in compliance with all applicable Hernando County Codes and Ordinances and in a satisfactory and proper manner as determined by the County. Such services shall be performed, except as otherwise stated herein, by persons or instrumentalities solely under the domain and control of the Subrecipient.
- B. The Subrecipient shall comply with such other terms and conditions, including record keeping and reports for program monitoring and evaluation purposes, as may be established by the County or by HUD for the purposes of carrying out the Program in an effective and efficient manner.
- C. The Subrecipient shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all CDBG program requirements, 24 CFR Part 570, and all other regulations governing the use of these funds, whether set forth herein or not, and any amendments or revisions thereto which shall become effective during the term of this Agreement. In addition, Subrecipient shall abide by any and all other applicable federal or state laws, rules, regulations, HUD guidance and policies governing the funds provided under this Agreement, whether presently existing or hereafter promulgated.
- D. The Subrecipient has primary responsibility to market the program. The Subrecipient will affirmatively market the Program without regard to race, color, national origin, sex, religion, familial status, marital status, gender identity or expression, or disability.

- E. The Subrecipient shall maintain such records and accounts, including program records; project records; financial records; program administration records; equal opportunity and fair housing records; affirmative marketing and MBE/WBE records; records demonstrating compliance with the income determination requirements of 24 CFR Part 570; recordkeeping requirements of 24 CFR § 570.506; records demonstrating compliance with the environmental review requirements of 24 CFR Part 58; records demonstrating compliance with the requirements of 24 CFR Part 570 regarding displacement, relocation and real property acquisitions; records demonstrating compliance with the labor requirements of Davis Bacon and Related Acts; records demonstrating compliance with the lead-based paint requirements of 24 CFR § 570.608; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR § 570.611; debarment and suspension certifications required by 24 CFR Part 570.609, which requires compliance with 2 CFR Part 5 and 2 CFR Part 2424; and any other records deemed necessary by the County to assure a proper accounting and monitoring of all CDBG funds.
- F. If Subrecipient hires contractors, Subrecipient shall procure all material, property, or services in accordance with state and local requirements and the requirements of 2 CFR §200.318-§200.326.

ARTICLE II. PERIOD OF AGREEMENT AND EFFECTIVE DATE

This Agreement shall be effective as of the date signed by the last party to this Agreement and shall remain in full force and effect until **09/30/2025**. All funds shall be expended by **09/30/2025**. The Subrecipient may receive reimbursement for eligible costs which are incurred between **October 1, 2024** and **September 30, 2025**, and which are expended for the scope of work set forth in **Exhibit A**, if such costs are incurred in compliance with this Agreement and with the consent of the County's Housing and Supportive Services Department.

ARTICLE III. CONSIDERATION AND PAYMENT

For its performance under this Agreement, the Subrecipient will receive **Federal CDBG funds** from the County in an amount not to exceed **Thirty-Nine Thousand, Seven Hundred and Eighty-One and NO/100 Dollars (39,781.00)**, hereinafter referred to as "Grant Funds" or "CDBG Funds". Payment for services shall be limited to the scope described in **Exhibit A**.

ARTICLE IV. TERMINATION OF AGREEMENT

Except as otherwise provided herein, this Agreement may be terminated by either party in accordance with the provisions in 2 CFR § 200.339 and 2 CFR § 200.340. Either party will be required to provide thirty (30) days advance written notice to the other at its address as herein specified.

ARTICLE V. DEFAULT AND TERMINATION FOR NON-PERFORMANCE

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision of any Article herein, any material breach of this Agreement, failure to comply with the audit requirements as provided in **Article XVII** herein, or failure

to expend Grant Funds in a timely or proper manner.

Upon the occurrence of any such default, the County shall serve due notice to the Subrecipient, at which time the Subrecipient shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) business days from receipt by the Subrecipient of the County's written notice of such default, hereinafter referred to as the "Cure Period". If the default is not cured to the satisfaction of the County within the Cure Period, the County shall have the right, in its sole discretion, to take the following action(s):

- (a) Upon a written request from Subrecipient setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or
- (b) Terminate this Agreement by written notice in accordance with Article IV; or
- (c) Take such other action as provided in 2 CFR § 200.339, including but not limited to: temporarily withholding cash payments pending correction of the deficiency by the Subrecipient; disallowing all or part of the cost of the activity or action not in compliance; wholly or partly suspending or terminating the current award for the Subrecipient's Program; withholding further awards for the Program or taking other remedies that may be legally available. The enforcement remedies identified in this Article, including suspension and termination, do not preclude the Subrecipient from being subject to "Debarment and Suspension" under 2 CFR Part 180.

Costs resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently thereto. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if:

- (a) The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are not cancellable; and,
- (b) The costs would be allowed if the award were not suspended or had expired normally at the end of the funding period in which the termination takes effect.

Consistent with Article XXXVII herein, no delay or omission by County and/or HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.

ARTICLE VI. ADDITIONAL RIGHTS AND REMEDIES

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE VII. FISCAL NON-FUNDING CLAUSE

This Agreement is subject to funding availability. In the event sufficient funds to fund this Agreement become reduced or unavailable, the County shall notify the Subrecipient of such occurrence, and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Subrecipient. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the County shall notify the Subrecipient of such occurrence and the County may terminate this Agreement without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Subrecipient.

This Agreement shall not be or constitute a general obligation or indebtedness within the meaning of the Constitution of the State of Florida. The Subrecipient shall not have the right to compel the exercise of the ad valorem taxing power or the use of ad valorem tax revenues of the County to pay such obligation.

ARTICLE VIII. ASSIGNMENT

The Subrecipient shall not assign this Agreement or any part hereof without the prior written consent of the County.

ARTICLE IX. COMPLIANCE WITH APPLICABLE LAWS

The Subrecipient shall comply with all applicable laws, orders, and codes of the federal, state and local governments as they pertain to this Agreement, including, but not limited to, the requirements of 24 CFR Part 200, as modified by 24 CFR § 570.502. Subrecipient shall also assist the County in complying with all applicable terms and conditions under Title I of the Housing and Community Development Act of 1974 (PL 93-383), the Health Insurance Portability and Accountability Act ("HIPAA") (42 USC §1320d) and 24 CFR Part 570, for the Community Development Block Grant (CDBG) Entitlement Program including but not limited to, subpart K of the regulations, except for the County's environmental responsibilities described in 24 CFR § 570.604 and the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58, all of which are incorporated herein and made a part of this Agreement by reference. The Subrecipient and its contractors and subcontractors, where applicable, shall comply with Section 3 of the Housing and Urban Development Act of 1968, incorporated herein by reference and made a part hereof, with regard to all its requirements including wage rates paid pursuant to or as a result of this Agreement. The Subrecipient also agrees to comply with the uniform administrative requirements contained in 24 CFR § 570.502.

Subrecipient will acquire and keep active throughout this funding Agreement the Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

ARTICLE X. EQUAL OPPORTUNITY CLAUSE

The Subrecipient agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances and Executive Orders prohibiting and/or relating to discrimination, including but not limited to, the statutes, orders and regulations set forth in **Exhibit "E,"** as applicable, and the provisions of this Article, as applicable.

When expending Grant Funds, the Subrecipient shall, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity or expression, marital status and handicap:

- A. **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and implementing regulations in 24 CFR Part 1, together with section 109 of the Act (24 CFR § 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this Agreement.
- B. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138 and 2 CFR § 200.321 apply under this part. Consistent with HUD's responsibilities under these Orders and with the County's Community Development Block Grant Procurement Policy including the Minority Business Enterprise Policy, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- C. **Nondiscrimination in Housing.** The Subrecipient certifies that in accordance with the provisions of Chapter 760, Part II, Florida Statutes, as amended, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.
- D. **Equal Access to HUD-Assisted Housing.** 24 CFR 5.105(a)(2), which provides that all housing assisted by HUD shall be made available regard to actual or perceived sexual orientation, gender identity or marital status.
- E. **Title VI Policy and Plan.** Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the County will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

ARTICLE XI. CONFLICT OF INTEREST

The Subrecipient guarantees that no member, of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

The Subrecipient agrees that no member of the governing body of the locality in which the Subrecipient is situated, no other public official of such locality or localities, and no person, unless expressly permitted by the State, who is an employee, agent consultant, officer, or elected or appointed official of the Subrecipient, and who exercises or has exercised any functions or responsibilities with respect to the State Housing Initiatives Partnership, hereinafter referred to as "SHIP", HOME Investment Partnership, hereinafter referred to as "HOME", or CDBG Program assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the SHIP, HOME or CDBG assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the

proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

Subrecipient shall comply with 24 CFR § 570.207(a)(3) regarding political activities, and the requirements set forth in 31 USC § 1352 regarding lobbying.

The Subrecipient agrees that the codes of conduct provisions in 2 CFR § 200.317 and 2 CFR § 200.318 shall apply to the procurement of supplies, equipment, construction and services. In all cases not governed by 2 CFR § 200.317 or 2 CFR § 200.318, the provisions of 24 CFR § 570.611 shall apply. Such cases include the provision of assistance by the Subrecipient or assistants of the Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g. grants, loans or other assistance to businesses, individuals, and other private entities pursuant to 24 CFR §§ 570.203, 570.204, 570.45 or 570.703(i)).

The Subrecipient represents that it presently has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of the scope of service required hereunder.

Without receiving prior written authorization by the County, the Subrecipient shall not (i) retain any individual or company with whom the Subrecipient or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this Agreement, do business with a for-profit entity in which the Subrecipient or any individual member has a financial or other interest therein.

The Subrecipient agrees that no persons described in 24 CFR 570.611(c) who exercise or have exercised any functions or responsibilities with respect to CDBG activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

The Subrecipient warrants to the County that no gifts or gratuities have been or will be given to any County employee or agent, directly or indirectly, to obtain this Agreement.

ARTICLE XII. PROGRAM PUBLICITY

The Subrecipient shall recognize the Hernando County Board of County Commissioners for its contribution in promotional material and at any events or workshops for which funds from this Agreement are allocated. Any news release or other type of publicity pertaining to the scope of work performed pursuant to this Agreement must recognize the County as a sponsor, funded by HUD. In written materials, the reference of the Board of County Commissioners must appear in the same size letters and font type as the name of any other funding sources. The Subrecipient shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Subrecipient and/or the Subrecipient's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Subrecipient shall not use subjective or perceived

interpretations, even if factual, regarding the County's opinion of the Subrecipient's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Subrecipient and/or the Subrecipient's product(s) and/or service(s). This does not prevent the Subrecipient from including the County on its client lists and/or listing or using the County as a reference. The County assumes no liability for any damages or loss of any kind to any person or entity, including without limitation the Subrecipient, by virtue of Subrecipient's compliance with this Article XII. The indemnification provisions of Article XXVI of this Agreement shall apply to, and shall in no way be excluded or limited by, this Article XII.

ARTICLE XIII. POLITICAL ENDORSEMENT PROHIBITION

The Subrecipient shall not engage in political activities that promote or oppose specific candidates. Grant Funds shall not be used for lobbying or political patronage activities.

ARTICLE XIV. PUBLIC ENTITY CRIMES

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 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 provide in Section 287.017, Florida Statutes, as amended, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offeror or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer, proposal or reply.

ARTICLE XV. MAINTENANCE OF RECORDS

The Subrecipient shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, subcontracts, proof of required insurance, and any other records related to or resulting from the activities performed under this Agreement to assure a proper accounting and monitoring of all Grant Funds. In the event the County determines that such records are not being adequately maintained by the Subrecipient, the County may cancel this Agreement in accordance with **Articles IV and V** herein.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County, HUD, representatives of the Comptroller General of the United States or other federal agency may require. Subrecipient will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. The Subrecipient shall retain all records and supporting documentation applicable to this Agreement for inspection for six (6) years after the activities described in the project have been reported on for the final time. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later. The retention period starts from the date of the County's submission of the Consolidated Annual Performance and Evaluation Report (CAPER), as prescribed in 24 CFR § 91.520, in which the activities as described in **Exhibit A** are reported on for the final time rather than from the date of submission of the final expenditure report for the award.

This Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE XVI. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

- a. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit personal information, as defined in sec. 501.171, Fla. Stats. (hereafter, "Personally Identifiable Information" or "PII") under the terms of this Agreement, Subrecipient must provide for the security of such PII, in a form acceptable to the County, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. The Subrecipient shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold the County harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
- b. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient shall provide the County with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Subrecipient does not carry stand-alone cyber liability coverage, Subrecipient agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.
- c. Subrecipient agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
- d. Subrecipient agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
- e. Subrecipient agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Subrecipient agrees that PII

shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

- f. Subrecipient agrees that any and all transmission or exchange of system application data with the County and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.
- g. If Subrecipient reasonably suspects that a cybersecurity event or breach of security has occurred, it must notify the County within 48 hours.
- h. In the event of a breach of PII or other sensitive data, Subrecipient must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Subrecipient must immediately notify the County in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Subrecipient's corrective action plan; and the timelines associated with the corrective action plan.

This Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE XVII. AUDIT REQUIREMENTS

The Subrecipient is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507) and 2 CFR Part 200, Subpart F, hereinafter collectively referred to as the "Federal Audit Requirements", which may require the Subrecipient to obtain an audit as set forth therein. In the event that during the period of this Agreement, the Subrecipient expends more than \$750,000.00 in federal funds in an operating year from this and other federal grants, the Subrecipient shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed, and a copy furnished to the County, within the earlier of thirty (30) days after receipt of the auditor's report(s), unless a longer period is agreed to in advance by the County. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Subrecipient's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with 2 CFR Part 200, Subpart F, as amended and 24 CFR Part 45, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to the County of all funds not expended in accordance with these applicable regulations and agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided in **Article V** herein.

If expenditure does not exceed \$750,000.00 during an operating year, the Subrecipient shall submit to the County within one hundred eighty (180) days after the end of the Subrecipient's fiscal year, and otherwise upon request by the County, audited financial statements, which must comply with Generally

Accepted Accounting Principles (GAAP), covering the entire term of this Agreement. If the Subrecipient fails to provide its audited financial statements within the one hundred eighty (180) daytime period referenced above, then, the Subrecipient shall be in default hereunder. Notwithstanding the foregoing, the County may grant the Subrecipient an extension of the one hundred eighty (180) daytime period to provide its audited financials, but such extension shall be solely at the County's discretion.

ARTICLE XVIII. EVALUATION

The Subrecipient agrees that the County shall be responsible for monitoring and evaluating all aspects of the services provided under this Agreement. The County shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the County, HUD, or the State of Florida to accomplish this obligation, subject to state and federal confidentiality requirements.

In order to properly monitor and evaluate the Subrecipient's performance under this Agreement, the County shall make on-site inspections and file review, as often as it deems necessary. Further, the Subrecipient shall submit an activity report, as set forth in **Exhibit B-1**, with each reimbursement request which details the progress made to date toward the completion of the activities authorized under **Exhibit A**. The County may, at its option, request more detailed activity reporting. Failure by the Subrecipient to assist the County in its monitoring and evaluation efforts, including allowing the County to conduct the on-site inspections and have access to the Subrecipient's records, and/or failure to submit the activity reports, as required, shall result in the imposition of sanctions as specified in **Article V** herein.

ARTICLE XIX. LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS FOR CERTAIN SERVICES CONTRACTS

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement, and that the inclusion of this statement and provisions below shall not be construed to imply that the Subrecipient (or Contractor/Service Provider) has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Subrecipient is acting on behalf of the County in any way or capacity whatsoever as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions in this Article are otherwise applicable to the Subrecipient. As stated below, the Subrecipient may contact the County's Custodian of Public Records with questions regarding the application of Public Records Law; however, the Subrecipient is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Subrecipient advice regarding its legal rights or obligations.

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:

(352) 754-5875 (telephone number)
PublicInformation@Hernandocounty.us (email address)
15470 Flight Path Drive, Brooksville, Florida 34604 (mailing address)

If under this Agreement, the Subrecipient is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Subrecipient will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the service.
- ii) 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, Florida Statutes, or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the contract if the Subrecipient does not transfer the records to the County.
- iv) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of the Subrecipient or keep and maintain public records required by the County to perform the service. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Subrecipient to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, if applicable, shall be grounds for immediate unilateral termination of this Agreement by the County.

ARTICLE XX. FINANCIAL REPORTS

The Subrecipient shall submit to the County within one hundred and eighty (180) days after the end of the Subrecipient's fiscal year, and otherwise upon request by the County, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire term of this Agreement. If the Subrecipient fails to provide its audited financial statements within the 180 day time period referenced above, the Subrecipient shall be in default hereunder. Notwithstanding the foregoing, the County may grant the Subrecipient an extension of the 180 day time period to provide its audited financials, but such extension shall be solely at the County's discretion.

ARTICLE XXI. DRUG FREE WORKPLACE

The Subrecipient shall assure the County that it will administer, in good faith, a policy designed to ensure that the Subrecipient is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE XXII. SUBRECIPIENT MUST USE E-VERIFY, MUST HAVE LEGALLY AUTHORIZED WORKFORCE & UTILIZE IMAGE BEST PRACTICES

The inclusion of this Article and provisions below shall not be construed to imply that the Subrecipient is acting as the County's contractor as provided in sec. 448.095, Florida Statutes.

a) E-Verify

i) The Subrecipient (and its Subcontractors) are required to utilize the United States Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. The E-Verify system is an Internet-based system operated by DHS that allows participating employers to electronically verify the employment eligibility of newly hired employees.

ii) The Subrecipient must obtain an affidavit from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Subrecipient is required to maintain a copy of such affidavit for the duration of this Agreement and any renewals and extensions thereof and shall provide the County with a copy of such affidavit within three (3) Business Days of the County's request for said affidavit.

iii) The parties acknowledge that the County will terminate this Agreement if it has a good faith belief that the Subrecipient knowingly violated Florida Statutes Section 448.09(1); whereupon the Subrecipient will not be eligible for award of a public contract for at least one (1) year from the date of such termination.

iv) If the County has a good faith belief that a subcontractor knowingly violated Florida Statutes Section 448.095(2) (but that the Subrecipient has otherwise complied with said Florida Statute), the County shall promptly notify the Subrecipient of such violation and order the Subrecipient to immediately terminate its contract with the applicable subcontractor.

b) Legally Authorized Workforce

- i) The Subrecipient is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage the voluntary reporting of the

discovery of unauthorized workers to ICE. Accordingly, the Subrecipient represents and warrants:

aa) that the Subrecipient is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;

bb) that all of Subrecipient's employees are legally eligible to work in the United States;
and

cc) that the Subrecipient has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

ii) Good faith claims/beliefs of the Subrecipient's use of unauthorized workers must be reported to the following agency: ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

c) IMAGE Best Practices

The Subrecipient is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:

i) Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

ii) Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.

iii) Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent

use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

iv) Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

v) Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

vi) Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

vii) Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.

viii) Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

ix) Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

x) Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

xi) Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

ARTICLE XXIII. ENVIRONMENTAL REVIEW

The Subrecipient further agrees that it shall supply the County, when applicable, with all available, relevant information necessary for the County to perform any required environmental review pursuant to HUD regulations at 24 CFR Part 58, as amended.

ARTICLE XXIV. NEGATION OF AGENT OR EMPLOYEE STATUS

The Subrecipient shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Subrecipient or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of the Subrecipient to be a representative, agent, subagent, or employee of the County.

The Subrecipient certifies its understanding that the County is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of the Subrecipient and assistant(s) of the Subrecipient.

In no event shall any provision of this Agreement make the County or any political subdivision of the State of Florida liable to any person or entity that contracts with or provides goods or services to the Subrecipient in connection with the services the Subrecipient has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against the Subrecipient. There is no contractual relationship, either express or implied, between the County or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to the Subrecipient as a result of the provisions of the services provided by the Subrecipient hereunder or otherwise.

ARTICLE XXV. INDEPENDENT CONTRACTORS/THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the County and the Subrecipient. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. The Subrecipient acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of the County.

ARTICLE XXVI. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless, and defend the County and the Hernando County Board of County Commissioners, and the respective agents and employees of the County and the Hernando County Board of County Commissioners, hereinafter collectively referred to as the "Indemnified Parties", from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Subrecipient, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of the Subrecipient, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Subrecipient or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XXVII. INSURANCE

The Subrecipient shall procure and maintain throughout the term of this Agreement on behalf of itself and the County, the insurance specified on, and as required by **Exhibit C** attached hereto and

incorporated by reference herein, and as stated below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

The Subrecipient shall ensure that the County and its Board of County Commissioners are named as additional insured parties as to the actions of the Subrecipient, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to the Subrecipient during the performance of this Agreement, on (i) all auto liability policies and general liability policies required to be obtained by the Subrecipient pursuant to this Agreement, and (ii) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide thirty (30) days prior written notice to the County of any cancellation, intent not to renew, or reduction in the policy coverage.

ARTICLE XXVIII. RECAPTURE OF GRANT FUNDS

In the event that the Subrecipient receives Program Income, as defined in 24 CFR § 570.500, for the services rendered hereunder, the Subrecipient, in accordance with 24 CFR § 570.503(b)(3) and 24 CFR §570.504(c), will remit all Program Income balances to the County.

ARTICLE XXIX. ACCESS TO RECORDS

If applicable, the Subrecipient shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the Subrecipient in connection with this Agreement

ARTICLE XXX. REVERSION OF ASSETS

Within thirty (30) days following the expiration or termination of this Agreement, Subrecipient shall transfer to the County any Grant Funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of Grant Funds.

ARTICLE XXXI. SURVIVABILITY/SEVERABILITY

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

In the event any section, sentence, clause or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE XXXII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE XXXIII. GOVERNING LAWS

Each party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Hernando County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Agreement is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws of the State of Florida.

ARTICLE XXXIV. AUTHORIZATION

Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement are duly authorized and empowered to do so.

ARTICLE XXXV. NOTICE AND GENERAL CONDITIONS

All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

Hernando County

Veda Ramirez, Director
Housing & Supportive Services
621 W. Jefferson Street
Brooksville, Florida 34601

Agency Name

Christian Engle, President and CEO
YMCA of the Suncoast, Inc
2469 Enterprise Road
Clearwater, Florida 33763

ARTICLE XXXVI. TERMS

Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation.

ARTICLE XXXVII. ESTOPPEL/WAIVER

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE XXXIIV. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE XXXIX. MERGER AND MODIFICATIONS

This Agreement together with the Exhibits embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the County and the Subrecipient expressly for that purpose.

ARTICLE XXXX. ELECTRONIC SIGNATURES AUTHORIZED

The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes.

**The remainder of this page intentionally left blank
Signatures on following pages**

IN WITNESS HERETO, the parties herein have caused this Agreement to be executed at the place and on the day specified hereinabove.

COUNTY:

ATTEST:
Doug Chorvat, Jr
CLERK OF THE CIRCUIT COURT

HERNANDO COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
Brian Hawkins, CHAIRMAN

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

DATE: _____

BY: Melissa Tartaglia

SUBRECIPIENT:

**Signed, sealed and delivered
in the presence of:**

Witness Signature

Name printed or typed

Christian Engle, President & CEO
YMCA of the Suncoast, Inc

Witness Signature

Name typed or printed

**STATE OF FLORIDA
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____ by _____ (Name and title of officer or agent) of _____ (Name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Witness my hand and official seal the date aforesaid,

Notary Public, State of Florida at Large

Notary: Print or Type Name
My Commission Expires

EXHIBIT A
SCOPE OF SERVICES
Active Seniors Summer at the Y
YMCA of the Suncoast, Inc
PY 2024

Section I. SERVICES TO BE RENDERED BY SUBRECIPIENT

Subrecipient's project description:

The YMCA's *Active Seniors Summer at the Y* program helps older adults stay active and engaged through exercise classes, pickleball, and group field trips-promoting health, friendship, and fun while reducing loneliness in a welcoming, supportive environment.

Funding under this Agreement shall be used to provide the services to a minimum of **125 residents** of unincorporated Hernando County, whose income is at or below 80% Area Median Income (AMI). Program participants shall be elderly persons.

Under the Program, the Subrecipient shall:

1. Keep older adults engaged through dynamic recreational and social programs.
2. Increase group/water exercise classes and equipment that will promote movement, strength, and mental well-being.
3. Offer new Pickleball activities, with its low-impact nature and social format, will be especially effective in encouraging regular interaction and physical activity.
4. Offer twice monthly field trips that will provide a change of scenery and shared experiences that foster friendships.

These programs will do more than fill time, they will build community, boost morale, and improve overall health. By offering a variety of fun, accessible options, we help older adults stay active, connected, healthy and thriving. Addressing senior health and loneliness with intention and creativity strengthens not only individuals, but our communities as a whole.

The Subrecipient shall maintain program and financial records documenting the eligibility, services provided, and Subrecipient expenses relative to the persons receiving services as a result of assistance provided through this Agreement. Documentation of the clients served, and the services provided should accompany each Request for Payment.

PROGRAM BUDGET

The following budget for the Program:

Budget Categories	CDBG Funds	Other Funds	Total Funds
Personnel Expenses	\$8,801	\$0	\$8,801
Program Management Salary & Benefits, Health Insurance, Retirement, FICA			
Program Delivery	\$30,980	\$5,171	\$36,151
Contractual Services, Supplies, Materials, Local Travel and program expenses			
Total Program Costs	\$39,781	\$5,171	\$44,952

Appropriate and accurate records must be maintained for all expenditures made with CDBG Funds. The above program budget details categories of expenditures for which supporting documentation must be maintained throughout the records retention period noted in **Article XV** of this Agreement. All personnel salaries paid under this agreement must have corresponding timesheets documenting the time spent on this CDBG funded program submitted with reimbursement requests and retained in their project records.

Section II. PAYMENT SCHEDULE

For its performance under this Agreement the Subrecipient will receive an amount not to exceed the amount set forth in **Article III**. With the submission of the proper support documentation, the County will provide funds to the Subrecipient for all allowable expenses as described in **Section I**, above, on a monthly basis according to the following schedule:

All requests shall be on the Subrecipient's official letterhead on a monthly basis. Requests for reimbursement must be submitted to Hernando County's Housing and Supportive Services, hereinafter referred to as the "HSS", in substantially the same format as **Exhibit B**. All requests for payment must comply with the requirements in **Article I** of this Agreement and the Scope of Service (**Exhibit A**). All requests for payment must be accompanied by payroll records and employee timesheets clearly documenting the time for which the CDBG funding is being requested. Use **Exhibit G** for employee timesheets. In addition, monthly requests for payment must also include a completed **Exhibit B-1** Performance Report. Request for payment must be submitted by the 15th of each month. **Final requests for reimbursement must be made no later than fifteen (15) days after the funding expenditure deadline defined in Article II of this Agreement. Requests for reimbursement may be made electronically with signed digital copies of the above mentioned documentation.**

If the HSS, through its monitoring or review, determines that the Subrecipient has performed, or is performing below the specified number of clients or units of service the total consideration to be paid to the Subrecipient shall be subject to a pro-rata reduction.

Flexibility of costs between project budget categories shall not be allowed. Funds made available for expenditure under one project budget category shall not be used to pay costs incurred under any other project category budget except upon prior written consent of the County in the form of a Budget Realignment Memo signed by the County Administrator or by his/her designee. Flexibility of line-item

costs may be allowed provided there is no increase in total project cost or number served as set forth in **Article III** of this Agreement and provided that any request for change is submitted in writing and approved by written consent of the Housing and Supportive Services Director or by his/her designee. **Funds not expended by the expenditure deadline in Article II of this Agreement shall be returned to the County for reallocation to other projects at the County's discretion. No extensions of this Agreement will be granted.**

Section III. TIMELY EXPENDITURE OF FUNDS

CDBG Funds must be spent in a timely manner as referenced in **Article V** (Default and Termination for Non-Performance). Unless an alternative Expenditure Schedule has been approved in writing by HSS, pursuant to **Exhibit F**, funds must be expended at a minimum in the following manner:

25% by July 30, 2025

75% by August 30, 2025

100% by September 30, 2025

In the event that the Subrecipient fails to meet any of the approved expenditure deadlines or performance measures, the County, through HSS, may require the Subrecipient to comply with any combination of the following corrective measures:

- Accept technical assistance from the County, including regular on-site monitoring by the County.
- Provide a written plan for expending funds and providing required services (Expenditure Plan), within no more than 10 working days of the request for an Expenditure Plan, or within such other amount of time as established by HSS and consistent with the requirements of **Article V** of this Agreement.
- Provide weekly, written performance and expenditure updates to the County.

In the event that HSS determines that the Subrecipient has either: (1) failed to successfully implement the corrective measures imposed by the County, or (2) provided an Expenditure Plan, which, in the discretion of HSS, will not be sufficient to bring the Project into compliance with this Agreement, HSS may, consistent with the requirements of **Article V** of this Agreement, reduce the funds awarded under this Agreement to an amount not less than the amount necessary to compensate the Subrecipient for the eligible services actually provided, or for eligible for expenses incurred as of the date of the reduction.

In the event of termination of this Agreement due to non-performance that results in the ineligibility of the activities funded and funds expended under this Agreement, the Subrecipient shall be required to repay the Grant Funds to the County.

The election to reduce the CDBG Funds shall be solely in the discretion of the County by and through Housing and Supportive Services and shall be based upon the services or Units of Service provided by the Subrecipient as of the date of the County's request for an Expenditure Plan, and the County's review of the Expenditure Plan.

The County shall notify the Subrecipient of its decision to reduce the maximum amount of the CDBG Funds awarded pursuant to this Agreement in writing and within ten (10) working days of receipt of the Expenditure Plan. A reduction in the maximum amount of CDBG Funds as set forth in this Section shall not require an amendment to the Agreement.

Section IV. PERFORMANCE MEASURES

The overall goal of the Subrecipient is to provide independent living skills training to low income (below 80% AMI) clients to prepare them to live independently.

Performance of the Program will be determined by the following indicators over a 3-month period, and reported on a **monthly basis**, unless otherwise approved in writing:

1. Meeting the following benchmark indicators over the **3-month contract** period:

Date	Milestone
June	Hire Pickleball Coach. Purchase wellness, aquatics, and pickleball equipment; Begin classes Begin marketing field trips, create signup sheets, take first trips
July, August, September	Continue Pickleball Programming Continue Field Trips developed with Senior input. Continue additional wellness programs, group and water exercise classes

Section V. PROGRAM REPORTS

The Subrecipient shall submit to the County within fifteen (15) days from the end of each quarter, a Quarterly Progress Report in substantially the same format as set forth in **Exhibit D**, attached hereto and made a part hereof.

The Subrecipient shall submit to the County within fifteen (15) days from the end of each month, a completed **Exhibit H** Program Eligibility Form (or in another format that has been pre-approved by AHS) for each client served in that period. The documents will be reviewed for compliance with eligibility and performance measures.

Delinquent Program report submissions may result in Subrecipient's payment request(s) being withheld or termination of the Agreement pursuant to **Article V** (Default and Termination for Non-Performance).

Section VI. EMERGENCY DUTY/INCIDENT MANAGEMENT

Pursuant to a federal, state or local government declared state of emergency, the HSS may order any action necessary to abate a threat or danger that it determines may be an imminent and substantial endangerment to human health, public safety, the general welfare of individuals or the environment because of an actual or impending disaster.

In the event of a disaster or major incident, the Subrecipient may be required to assist the HSS in response and recovery efforts to include sharing of information, partnering with the HSS for use of the Subrecipient's resources, and coordination of any actions deemed necessary to augment the County's response and/or recovery efforts. The Subrecipient agrees to assist in disaster response and recovery efforts to the best of their ability and may be called upon to provide assistance at the Disaster Recovery Center, located at the Hernando County HSS offices or other designated location.

The Subrecipient further agrees that, under this Agreement, suspension of its usual and customary activities as well as the activities defined under the scope of this Agreement may be required. It also may be necessary for the AHS to reallocate federal funds designated to the Subrecipient for the purposes of emergency situation management operations. Program funds will be reallocated to the Subrecipient in the amount de-obligated under the suspension after the emergency management is declared completed.

End of Exhibit A

**EXHIBIT B
REQUEST FOR PAYMENT**

AGENCY NAME: YMCA of the Suncoast, Inc

PROJECT NAME: Active Senior Summer at the Y

FY: 2024-2025

BOCC DOC# _____

FOR THE MONTH OF: _____

REQUEST NO: _____

FINANCIAL STATUS REPORT:

BUDGET CATEGORIES	TOTAL APPROVED BUDGET	EXPENDITURES			REMAINING BALANCE
		Previous Requests:	AMOUNT OF THIS REQUEST:	Payment Requests to Date:	
Personnel Expenses	\$8,801				
Program Delivery	\$30,980				
TOTAL	\$39,781				

I certify that the goods and/or services covered by this request have been provided to Hernando County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

AUTHORIZED SIGNATURE

DATE

Please attach documentation substantiating expenditures.

FOR COUNTY USE ONLY

FISCAL _____
Authorized Signature

PROGRAMMATIC _____
Authorized Signature

End of Exhibit B

EXHIBIT B-1
PROGRAM PERFORMANCE REPORT

AGENCY NAME: YMCA of the Suncoast, Inc

PROJECT NAME: Active Senior Summer at the Y **FY:** 2024 - 2025

REPORT PERIOD: _____

PERCENTAGE OF CONTRACT COMPLETED: _____

STATUS OF GOALS AND OBJECTIVES:

Performance Measure(s)	Proposed Outcome	Current Outcome
Eligible Participants		
Accomplishments		
Benchmark	As defined in Exhibit A, Section IV.1(a)	

COMMENTS:

End of Exhibit B-1

**EXHIBIT C
INSURANCE REQUIREMENTS**

**YMCA of the Suncoast, Inc
Active Senior Summer at the Y
FY 2024-2025**

The following insurance requirements and limits of liability are required:

A. Worker's Compensation (as required by Florida statute) & Employers' Liability Insurance:

Employer's Liability	N/A	Limit Each Accident
	N/A	Limit Disease Aggregate
	N/A	Limit Disease Each Employee

B. Commercial General Liability Insurance:

General Aggregate	\$500,000.00
Products and Completed Operations	N/A
Personal and Advertising Injury	N/A
Each Occurrence	\$500,000.00
Fire Damage (any one fire)	N/A

C. Business Automobile Liability Insurance "ANY AUTO" coverage: \$500,000.00

Bodily Injury /Prop Damaged Combined Single Limit:
Proof Auto Liability Only-Add '1 Insured Not Required

D. Other: Professional Liability Directors and Officials: \$1,000,000.00 per claim.

* Any required insurance marked with an * must include "Hernando County BOCC" as an Additional Insured, and this must be indicated on the insurance certificate.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

End of Exhibit C

EXHIBIT D QUARTERLY PROGRESS REPORTING

AGENCY NAME: YMCA of the Suncoast, Inc

PROJECT NAME: Active Senior Summer at the Y FY: 2024 - 2025

Each recipient must submit a quarterly report though there has been no activity on the project, briefly describing the circumstances. Report **quarters** are as follows and are due on the _____ day of the following month being reported:

QUARTER MONTHS [Start - End]		
------------------------------	--	--

I. Please specify which Quarter is being reported: _____

Please specify the quarter report being submitted.

	PROGRAM COSTS	FUNDS EXPENDED THIS QUARTER	REMAINING BALANCE OF FUNDS	PERCENTAGE OF FUNDS EXPENDED%
CDBG Allocation				
Total Program Costs				

Describe the program accomplishments this quarter: (% completion, national objective met, etc.)

Please note briefly project status/delays: (Attach additional page, if necessary)

II. Do you need technical assistance? If yes, please specify:

BENEFICIARY DATA (Income Categories, Race, Size, Assistance Provided - Unduplicated)

Racial Categories	Total # of Beneficiaries Who Identify as Follows:	Total Number of Hispanic or Latino Beneficiaries:	Total # of Beneficiaries Who Identify as Follows:	Total Number of Hispanic or Latino Beneficiaries	Total # of Beneficiaries Who Identify as Follows:	Total Number of Hispanic or Latino Beneficiaries:	Enter the Total # of Beneficiaries Who Identify as Follows:	Total Number of Hispanic or Latino Beneficiaries	Cumulative Total
	Quarter 1		Quarter 2		Quarter 3		Quarter 4		
American Indian or Alaska Native									
American Indian or Alaska Native & White									
American Indian or Alaska Native & Black or African American									
Asian									
Asian & White									
Black or African American									
Black or African American & White									
Native Hawaiian or Other Pacific Islander									
White									
Other Multi Racial (Other multiple race combinations greater than one percent: write in a description using the box on the right)									
Total									

TOTAL unduplicated served = **(This number must equal the TOTAL racial categories above**

Household Demographics	Enter the Total # of Households Who Meet the Following Demographics:			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Female Head of Household				
Veteran Head of Household				
Elderly Head of Household				
Median Family Income	Enter the Total # of Households in the Appropriate Income Category:			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Extremely Low Income (0-30%)				
Very Low Income (30.1 - 50%)				
Low Income (50.1-80%)				
Over 80%				

I certify the information contained in this report is accurate and the program is operating according to the terms, guidelines and requirements set forth in the Subrecipient Agreement.

Authorized Signature: _____

Print Name: _____ Date: _____

E-mail Address: _____

End of Exhibit D

EXHIBIT E
HERNANDO COUNTY EQUAL OPPORTUNITY CLAUSE AND THE OTHER APPLICABLE
LAWS, STATUTES, ORDERS, ORDINANCES, AND REGULATIONS
YMCA of the Suncoast, Inc.
Active Senior Summer at the Y
FY 2024-2025

EQUAL EMPLOYMENT OPPORTUNITY - APPLICABLE STATUTES, ORDERS AND REGULATIONS

HERNANDO COUNTY, FL

- Hernando County Title VI Policy and Plan does not tolerate discrimination in any of its programs and services. Pursuant to VI of the Civil Rights Acts of 1964 and other federal and state authorities, the county will not exclude from participation in, deny the benefits of, or subject discrimination of anyone on the grounds of race, color, sex, age, religion, national origin, disability, or family status.

STATE

- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- Florida Statutes § 112.043, prohibits age discrimination in employment.
- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.
- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.
- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- Interagency Agreement promulgated on March 23, 1973.
- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat. 713.
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- State and Local Assistance Act of 1972, as amended.
- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100 -5.605.
- Executive Order 13673, Fair Pay and Safe Workplaces.

*** “The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.**

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Project Sponsor (referred to in this Exhibit as “contractor”), agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

End of Exhibit E

EXHIBIT F
Expenditure Schedule

AGENCY NAME: YMCA of the Suncoast, Inc.

PROJECT NAME: Active Senior Summer at the Y **FY:** 2024 - 2025

REPORT PERIOD: _____

FUNDING AMOUNT: \$39,781

MONTH	PROPOSED EXPENDITURE	PERCENTAGE USED
June 2025		
July 2025		
August 2025		
September 2025		
TOTAL:	\$	100%
COMMENTS:		

End of Exhibit F

EXHIBIT G **EMPLOYEE TIMESHEET**

AGENCY NAME: YMCA of the Suncoast, Inc.

PROJECT NAME: Active Senior Summer at the Y **FY:** 2024 - 2025

EMPLOYEE NAME		EMPLOYEE #							
PAY PERIOD #									
WEEK ONE WORK ACTIVITY	PAYROLL CODE	Sun	Mon	Tue	We d	Thu	Fri	Sat	Total
CDBG HC	001								
OTHER	001								
TOTAL									
OVERTIME	002								
VAC	003								
SICK	004								
HOLIDAY	005								
OTHER (insert code)									
SUBTOTAL									
WEEK TWO WORK ACTIVITY	PAYROLL CODE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
CDBG	001								
OTHER	001								
TOTAL									
OVERTIME	002								
VAC	003								
SICK	004								
HOLIDAY	005								
OTHER (insert code)									
SUBTOTAL									
Grand Total									
I do hereby certify that the hours included above that are wholly or partially paid with funds from the U.S. Department of Housing and Urban Development are calculated based upon the actual time worked in that program.									
FORWARD TO HOUSING NO LATER THAN 5 DAYS FOLLOWING MONTH'S END.									
EMPLOYEE'S SIGNATURE					SUPERVISOR SIGNATURE				
09 Floating Holiday					011 Bereavement 012 Workman Comp pay				
013 Military Leave					014 Civil Leave				

End of Exhibit G

Subrecipient Name: <u>YMCA of the Suncoast, Inc</u>	
PY	<u>2024</u>

2024 PROGRAM INCOME LIMITS									
		HOUSEHOLD SIZE							
Hernando County	Income Levels *(Eff. 05/24)	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Median Household Income \$	Extremely Low (30%) Income Limits	\$20,100.00	\$22,950.00	\$25,800.00	\$28,650.00	\$30,950.00	\$33,250	\$35,550.00	\$37,850
	Very Low (50%) Income Limits	\$33,450.00	\$38,200.00	\$43,000.00	\$47,750.00	\$51,600.00	\$55,400.00	\$59,250.00	\$63,050.00
	Low (80%) Income Limits	\$53,500.00	\$61,500.00	\$68,800.00	\$76,400.00	\$82,500.00	\$88,650.00	\$94,750.00	\$100,850.00

*HUD CDBG Income Limit Guidelines website <https://www.hudexchange.info/resource/5334/cdbg-income-limits/> | HUD Calculator AMI for <https://www.huduser.gov/portal/datasets/il.html>

*Florida Housing Finance Corporation (FHCH) from CDBG - AMI for Hernando County, <https://floridahousing.org/owners-and-managers/compliance/income-limits>

Annual (GROSS) income: \$ % of Income Guidelines: %

Above Income Guidelines
 Meet Income Eligibility
 Staff Initial:

Presumed Benefit(s)?

If participant is eligible under a CDBG eligible presumed benefit. Please mark below where applies. Presumed Benefit - activity benefits a clientele who are generally presumed to be principally low-and moderate-income persons. **Source documentation provided**

- abused children
 battered spouses
- elderly persons
 severely disabled adults
- homeless persons
 illiterate adults
- persons living w/AIDS
 migrant farm workers

Head of Household Demographic Information

Note: This is optional information. However, this data helps to better prepare and tailor programs to assist eligible participants more effectively. Please mark all that apply.

Race	Hispanic or Latino	Not Hispanic or Latino
White		
Black/African American		
Asian		
Asian & White		
American Indian, Alaskan & White		
Native Hawaiian/Other Pacific Islander		
Black/African American & White		
American Indian or Alaskan Native		
American Indian, Alaskan & Black		
Other/Multi-Racial		

Head of Household Female: YES NO

Revised 6/2021 (AHS)

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Per the eligibility restrictions for resident aliens under 24 CFR 570.613- Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. "Benefits" under this section means financial assistance, public services, jobs and other facilities made available under covered activities funded by CDBG programs.

End of Exhibit H

**EXHIBIT “I”
FEDERAL AWARD IDENTIFICATION FOR SUBAWARDS
2 C.F.R. PART 200, SECTION 200.331(a) (1)**

Note: If the resources awarded to the recipient represents multiple federal projects, complete a form for each federal project.

CHECK ALL THAT APPLY:

Amendment: ☐ Amendment No. 0

Subrecipient is funded with a single federal award: ☒

Subrecipient is funded with more than one federal award (complete form for each federal award): ☐

Federal Award Identification

- 1) Subrecipient Name (must match entity’s registered name associated with its DUNS number:
YMCA of the Suncoast, Inc.
- 2) Subrecipient DUNS number: **037504714**
- 3) SAM Unique ID/Cage Code: **LXF1VJMKKHC1**
- 4) Federal Award Date made to Hernando County: **October 1, 2024**
- 5) Subaward period of performance: Start date: **October 1, 2024** End date: **September 30, 2025**
- 6) Amount of Federal Funds Obligated to Subrecipient by this action: **\$39,781**
- 7) Total Amount of Federal Funds Obligated to Subrecipient from Pass-Through Entity: **\$39,781**
(Including this funding obligation)
- 8) Total amount of the Federal Award committed to this Subrecipient (in dollars): **\$39,781**
- 9) Federal Awarding Agency Name: **U.S. Department of Housing and Urban Development and State of Florida**
- 10) Federal Awarding Official Contact Name: Lori Serino
- 11) Federal Awarding Official Contact Number:
- 12) Catalog of Federal Domestic Assistance (CFDA) Number and Program Title:
Number: 14.218 Title: **Community Development Block Grant**
- 13) Is award for Research and Development (R&D): Yes ☐ No ☒

Contact Information for Pass-Through Entity (PTE) (PTE = Hernando County)

- 14) PTE Department Contact Name and Title:
Name: Veda Ramirez Title: Director, Housing & Supportive Services
- 15) PTE Contact Phone Number: 352-540-4338
- 16) PTE Contact E-mail: VRamirez@Hernandocounty.us

Indirect Cost Rate

- 17) Does this subaward include indirect costs? Yes ☐ No ☒
If yes, please specify rate below:

- (a) de minimis rate of 10 percent _____
- (b) Federal negotiated rate between Subrecipient and federal agency _____

Federal Award Project Description

The purpose of the federal award project description is to assist in meeting the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). Provide the project description as presented in the project details section of the PRIME federal award. If the grant is amended, provide the project description pertaining to the original grant and the amended grant.

- 17) Federal Award project description: Active Seniors Summer at the Y

Exhibit I Federal Subaward Information

Form 11-05-15 (Replaces all previous forms)

End of Exhibit I

**EXHIBIT “J”
FEDERALLY REQUIRED SUBAWARD INFORMATION
2 C.F.R. PART 200, SECTION 200.331(a)**

**CFDA NUMBER AND TITLE: CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)
LOCATED AT: <https://www.cfda.gov/>**

NUMBER: 14.218

PROGRAM TITLE: Community Development Block Grant (CDBG)

SUBRECIPIENT NAME (must match entity’s registered name associated with its DUNS number):

NUMBER: 14.218

PROGRAM TITLE: Community Development Block Grant (CDBG)

Project Name: Active Seniors Summer at the Y

GRANT NUMBER (County designated unique identifier; or N/A if not applicable):

N/A

PASS-THROUGH ENTITY CONTACT NAME AND TITLE: (Pass-through entity = Hernando County)

NAME: Veda Ramirez

TITLE: Director, Housing & Supportive Services

- (1) Pursuant to 2 C.F.R. Section [200.331(a)(2)], All requirements imposed by the County on the subrecipient so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award are included herein. (See **Article I Scope of Service, Article IX Compliance with Applicable Laws**)
- (2) Pursuant to 2 C.F.R. Section [200.331(a)(3)], Any additional requirements that the County imposes on the subrecipient in order for the County to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports are included herein. (See **Section V Program Reports**)
- (3) Pursuant to 2 C.F.R. Section [200.331(a)(4)], An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, a 10 percent de minimis rate of modified total direct costs as defined in 2 C.F.R. Section §200.414(f), Indirect (F&A) costs, are included herein. (See **Exhibit I**)
- (4) Pursuant to 2 C.F.R. Section [200.331(a)(5)], A requirement that the subrecipient 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 C.F.R., Part 200 are included herein. (See **Article XV Maintenance of Records**)

- (5) Pursuant to 2 C.F.R. Section [200.331(a)(6), Appropriate terms and conditions concerning closeout of the subaward are included herein. (See **Article II Period of Agreement and Effective Date, Article XXX Rev of Assets**)

DEFINITIONS: CFDA – Catalog of Federal Domestic Assistance DUNS – Data Universal
Numbering System Pass-Through Entity – Hillsborough County Modified Total Direct Costs - direct salaries, wages, fringe benefits, materials, supplies, travel, and first \$25,000 of each subaward.

Exhibit L Federal Subaward Information

Form 11-05-15 (Replaces all previous forms)

End of Exhibit J