

FEDERAL SUBRECIPIENT AGREEMENT (#Y25-2400)

between

Orange County, Florida and Orange County Library District

for a federal subaward of an amount not to exceed \$50,000.00

from a federal award issued by the U.S. Department of the Treasury

for the specific purpose of

Provision of a vehicle to the Orange County Library System for Expanded Digital Literacy Training Programs.

SUBAWARD COVERSHEET

INTERNAL TABLE - FOR COUNTY INTERNAL USE ONLY
Table with 2 columns: County Department/Division, Subaward Budget Line, ARPA Expenditure Category. Values: Mayor's Office, 5896-019-8632, 6.1 Provision of Government Services.

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Article 1: Introduction

A. The Parties

This Subrecipient Agreement (“**Agreement**”) is entered into by and between the two parties indicated below in consideration of the mutual promises contained in this Agreement. Both the County and the Subrecipient may be individually referred to as “**party**” or collectively referred to as “**parties**” in this Agreement.

Party #1: **Name:** Orange County, Florida (the “**County**”)
 Entity Type: Political Subdivision of the State of Florida
 Principal Address:
 201 South Rosalind Avenue
 Orlando, Florida 32801

Party #2: **Name:** Orange County Library District (the “**Subrecipient**”)
 Entity Type: Special Taxing District
 Principal Address:
 101 E. Central Blvd.
 Orlando, FL 32801

B. Term of Agreement

The term of this Agreement begins on the date that it is fully executed by both parties (the “**Effective Date**”) and shall conclude on **12/31/2026** (the “**Term End Date**”). The period of time between the Effective Date and the Term End Date shall be referred to as the “**Agreement Period**” in this Agreement.

Article 2: Standard ARPA Form Agreement

This Federal Subrecipient Agreement uses a “**Standard ARPA Form Agreement.**” Any changes to this standard form shall be noted separately using the *Standard ARPA Form Amendments* document attached as “**Form 1**”, which must be separately executed by the parties to this Agreement in order to be binding upon the parties. **This is the 11/23/2022 version of the Standard ARPA Form Agreement.**

Article 3: Notice of Federal Subaward

A. Federal Award Information

1. The County hereby represents to the Subrecipient that it is the recipient of federal financial assistance through the Coronavirus Local Fiscal Recovery Fund (the “**Federal Award**”) administered by the U.S. Department of the Treasury (the “**Federal Awarding Agency**”).

2. The total amount of the Federal Award received by the County was **\$270,661,716.00**. Documentation of the County's receipt of the Federal Award is attached to this Agreement as "**Appendix 1**".
3. The detailed information regarding the Federal Award that is required in all subrecipient agreements pursuant to 2 CFR § 200.332 ("**Requirements for Pass-Through Entities**") can be found in the *Required Information for Federal Subawards* document attached to this Agreement as "**Attachment 1**".

B. Subaward Amount

1. The federal subaward issued by the County to the Subrecipient pursuant to this Agreement is for an amount not to exceed **\$50,000.00** (the "**Subaward**").
2. This Agreement's use of "an amount not to exceed" shall in no way entitle the Subrecipient to reimbursement or payment of the maximum Subaward amount unless such reimbursement or payments have been earned by the Subrecipient in accordance with the terms and provisions of this Agreement, the Federal Award, and any additional directives or guidance provided by the Federal Awarding Agency. Any portion of the Subaward remaining at the end of the Agreement Period shall be retained by the County.
3. The Subrecipient understands and agrees that Subaward funds are being provided to it on an "as needed basis" and that the dollar values referred to in this Agreement do not in any way constitute a guarantee of:
 - a. The level of service or work that may be requested of the Subrecipient; or
 - b. Payment of the total maximum Subaward amount.

C. Subaward Tasks and Objectives

The Subrecipient shall be responsible for completing the tasks and meeting the objectives contemplated in this Agreement, as detailed in the *Subaward Tasks and Objectives* attached as "**Attachment 2**", in a manner that is deemed satisfactory by the County and consistent with the standards set forth in this Agreement, the Federal Award, and any additional directives or guidance issued by the Federal Awarding Agency.

D. Compliance with Federal Award and Federal Uniform Guidance

At all times during which the Subrecipient is either performing under this Agreement, or when the Subrecipient is expending or incurring obligations using any portion of the Subaward, the Subrecipient shall comply with:

1. Any and all applicable terms and conditions of the underlying Federal Award as found attached as "**Appendix 1**"; and
2. The *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the "**Uniform Guidance**"), subject to any exceptions, additional provisions or regulations, and any additional directives or guidance issued by or relevant to the Federal Awarding Agency. The Uniform Guidance can be found at the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

E. Remedies for Noncompliance

Pursuant to 2 CFR § 200.339 ("**Remedies for Noncompliance**"), if the Subrecipient fails to comply with the U.S. Constitution, federal statutes, regulations, the terms and conditions of the Federal Award, or any additional conditions that the Federal Awarding Agency or the County may impose, and the Federal Awarding Agency or the County determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or County may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withholding cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Federal Awarding Agency or County;

2. Disallowing (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspending or terminating this Agreement;
4. Initiating suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the County;
5. Withholding further Federal Awards for the project or program; or
6. Take other remedies that may be legally available.

F. References for Emphasis Only

The parties agree that any provisions of the Uniform Guidance or any other applicable federal, state, or local rules, regulations, or laws that are specifically referenced in this Agreement are referenced for emphasis only. The exclusion of any specific applicable rule, regulation, or law does not alleviate the Subrecipient from its obligation to comply with any such excluded rule, regulation, or law.

- G.** By executing this Agreement, the Subrecipient certifies that it is familiar with the applicable provisions of the Uniform Guidance, the Federal Award, and any directives and guidance issued by the Federal Awarding Agency, and that it fully understands its obligations under such laws, regulations, directives, and guidance.

Article 4: Notice

Notices specifically provided for in this Agreement shall be in writing and shall be deemed to have been duly given when received, if delivered personally or by courier, or on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested, to the following addresses:

County Notice Addresses: Mayor's Office
Attn: Simone Babb
 201 S. Rosalind Ave
 Orlando, FL 32801

AND

Orange County Administration
Attn: Roseann Harrington
 Administration Building, 5th Floor
 201 S Rosalind Avenue
 Orlando, Florida 32801

Subrecipient Notice Address: Orange County Library District
Attn: Bethany Stone
 101 E. Central Blvd.
 Orlando, FL 32801

Article 5: Agreement Liaisons

- A.** The individuals named below shall serve as the main points of contact for the parties regarding this Agreement:

For the County: **Name:** Simone Babb (the "County Liaison")
Email Address: simone.babb@ocfl.net

For the Subrecipient: Name: Bethany Stone (the “**Subrecipient Liaison**”)
Email Address: stone.bethany@ocls.info

- B. The County Liaison and Subrecipient Liaison may collectively be referred to in this Agreement as the “**Agreement Liaison(s)**”.
- C. With the exception of notices specifically required in this Agreement, which instead must be sent pursuant to the terms of **Article 4: Notice**, any communications sent to either of the Agreement Liaisons by email to the addresses provided above shall be considered received on the first full business day following the date it was sent by the sending party.
- D. The Subrecipient shall ensure that the Subrecipient Liaison is made available to communicate and meet with the County Liaison and any additional relevant County staff in order to assess, discuss, and review the Subrecipient’s performance pursuant to this Agreement during the Subrecipient’s regular business hours.
- E. The County and the Subrecipient may unilaterally re-designate their respective Agreement Liaisons by providing written notice to the other party in accordance with **Article 4: Notice** of this Agreement. The foregoing notwithstanding, the County reserves the right to, at no additional cost to the County, require that the Subrecipient replace the Subrecipient Liaison should the County Liaison, using their sole discretion, believe doing so would best serve the County’s interests or the Federal Award objectives.

Article 6: Budget

A. Approved Budget

The County-approved *Subaward Budget* attached as “**Attachment 3**” shall be the basis for which the County provides payment to the Subrecipient. The Subrecipient is not permitted to deviate from strict compliance with the *Subaward Budget* unless such budget is first amended pursuant to the provisions of this Article.

B. Budget Amendments

- 1. **Generally.** Requests to amend the attached *Subaward Budget*:
 - a. Must be received by the County no later than forty-five (45) days prior to the conclusion of the Agreement Period;
 - b. Shall be made prior to the Subrecipient incurring any expenses that are not expressly provided for in the attached *Subaward Budget*; and
 - c. Shall be considered and approved at the sole discretion of the County.
- 2. **Informal Budget Amendments.** The County Liaison may, in writing, informally approve the following types of amendments to the attached *Subaward Budget*:
 - a. **Discretionary Federal Awards.** If the Federal Award is discretionary in nature, then the County Liaison may, in writing, informally approve requested amendments to the attached *Subaward Budget* that:
 - (1) Do not increase the maximum Subaward amount; and
 - (2) Are deemed by the County Liaison as being consistent with the attached *Subaward Tasks and Objectives*.
 - b. **Non-Discretionary Federal Awards.** If the Federal Awarding Agency approved the attached *Subaward Budget*, then the County Liaison may, in writing, informally approve any requested amendments only upon receipt of written approval of such amendments from the Federal Awarding Agency.

3. **Formal Budget Amendments.** Amendments to the attached *Subaward Budget* that do not meet either requirement of **Paragraph B.2.** of this Article may not be informally amended by the County Liaison and, instead, must be made by formal written amendment mutually executed by both parties.

C. Program Income

1. 2 CFR § 200.1 (“**Definitions**”), defines “**Program Income**” as gross income earned by the Subrecipient that is directly generated by a supported activity or earned as a result of the Subaward during the Subaward Period of Performance. Program Income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward Funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided, Program Income does not include rebates, credits, discounts, and interest earned on any of those items.
2. **The Subrecipient is not permitted to generate Program Income in its performance under this Agreement.**
3. In the event that the Subrecipient does generate unanticipated Program Income, unless otherwise directed by the County, in compliance with 2 CFR § 200.307(e)(1) (“**Program Income**”), the Subrecipient shall:
 - a. Calculate, document, and record such Program Income;
 - b. Immediately report such Program Income to the County;
 - c. Use the Program Income to reduce the Subaward reimbursements owed to the Subrecipient rather than to increase the funds committed to the attached *Subaward Tasks and Objectives*; and
 - d. Return to the County, within thirty (30) calendar days from the expiration of the Subaward Period of Performance, any Program Income that the Subrecipient has earned and not expended pursuant to the provisions of **Paragraph C** of this Article.

Article 7: Reimbursement Requests

A. Payment by Reimbursement

1. This Subaward shall be paid by reimbursement for actual funding-eligible costs as permitted by this Agreement and the Federal Award.
2. In order to obtain payment, the Subrecipient shall make funding-eligible expenditures and thereafter submit “**Reimbursement Request(s)**” to the County for such expenditures pursuant to the terms found in this Article and as otherwise found in this Agreement, including but not limited to **Article 6: Budget** and **Article 9: Payment Terms**.
3. Upon receipt of a timely, complete, and accurate Reimbursement Request from the Subrecipient, the County will review the request and, if approved, provide a reimbursement payment to the Subrecipient. Any Reimbursement Request that is untimely, incomplete, inaccurate, or not accompanied by the necessary supporting documents will be deemed insufficient and may result in a delay or denial of reimbursement to the Subrecipient by the County.
4. Reimbursement by the County shall be made to the “pay to” address shown in the *Reimbursement Request Coversheet* attached as “**Exhibit A1**” in accordance with the terms and conditions of this Agreement. The Subrecipient may change its “pay to” address by filing formal notice of such change to the County pursuant to the provisions of **Article 4: Notice**.

5. By executing this Agreement, the Subrecipient accepts that payment will be made by reimbursement and agrees to maintain sufficient financial resources to meet any expenses incurred by the Subrecipient during the period of time between when the Subrecipient makes a funding-eligible expenditure and when it receives reimbursement for such expenditure from the County. Such "sufficient financial resources" shall include consideration of any delays that may be caused, whether foreseeable or unforeseeable, by the County processing payment and seeking additional supporting information or documentation to verify and validate the reimbursement requests received.

B. Minimum Standards for Reimbursement Requests

1. Reimbursement Requests shall be delivered to the County on a form approved by the County Liaison. At minimum, all Reimbursement Requests submitted by the Subrecipient must include all of the following:
 - a. Include enough detail so that the County is able to confirm that the Subrecipient has only requested reimbursement of funding-eligible costs that were incurred by the Subrecipient in compliance with the terms of this Agreement.
 - b. Include the applicable minimum information and supporting documentation further described in attached "**Exhibit A**" and the *Reimbursement Request Coversheet* attached as "**Exhibit A1**".
 - c. The funding category and line-item (if applicable) in the attached *Subaward Budget* under which each funding-eligible cost is being drawn down and requested for reimbursement.
 - d. An associated Progress Report that complies with the terms and conditions in **Article 8: Progress Reporting**.
 - e. Pursuant to 2 CFR § 200.415(a) ("**Required Certifications**"), the following federally required attestation executed by an individual that is able to legally authorized to do so by the Subrecipient:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
2. By executing this Agreement, the Subrecipient hereby agrees that the minimum standards for Reimbursement Requests noted in **Paragraph B** of this Article may not in any way be construed or interpreted as being an exhaustive list of what the County may request or require in order to verify, validate, or approve any such request for reimbursement.

C. Submittal of Reimbursement Requests

1. For the purposes of this Agreement:
 - a. "**Reimbursement Frequency**" shall mean the frequency by which the Subrecipient shall submit Reimbursement Requests for funding-eligible costs by the County. **The Reimbursement Frequency for this Agreement is: Quarterly.**
 - b. "**Reimbursement Period(s)**" shall mean the time period during which the Subrecipient incurred the funding-eligible costs and for which it is submitting a particular Reimbursement Request to the County.
 - c. "**Reimbursement Submittal Deadline**" shall mean the deadline by which the Subrecipient must submit the Reimbursement Request to the County for the relevant Reimbursement Period.

2. If the Reimbursement Frequency for this Agreement is “**monthly**”, then:
 - a. The Reimbursement Period shall be each calendar month; and
 - b. The Reimbursement Submittal Deadline shall be: the **10th of the month following the Reimbursement Period**.
3. If the Reimbursement Frequency for this Agreement is “**quarterly**”, then:
 - a. The Reimbursement Periods shall be the following quarters: October 1 – December 31, January 1 – March 31, April 1 – June 30, and July 1 – September 30; and
 - b. The Reimbursement Submittal Deadline shall be: the **10th of the months of January, April, July, and October**.
4. **Initial Reimbursement Request**
 - a. If the Subaward Period of Performance began on a date prior to the Effective Date, the Subrecipient shall submit an “**Initial Reimbursement Request**” that covers all funding-eligible costs for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **10/31/2024**) and ending on the Effective Date. This Initial Reimbursement Request shall be submitted no later than the date that the first standard Reimbursement Request is due to the County.
 - b. This Initial Reimbursement Request shall not be required if the Subaward Period of Performance and Effective Date occur in the same month. If such occurs, the first standard Reimbursement Request may include all expenses made for that month.
5. **Final Reimbursement Requests.** The “**Final Reimbursement Request**” shall be due to the County **no later than thirty (30) calendar days** after the expiration or termination of this Agreement.

D. Untimely Reimbursement Requests

1. The Subrecipient shall ensure that each Reimbursement Request includes all funding-eligible costs incurred within the applicable Reimbursement Period. The Subrecipient may not later request reimbursement for funding-eligible costs that it incurred during an earlier Reimbursement Period in a Reimbursement Request for a subsequent Reimbursement Period. The County shall not in any way be responsible or liable for reimbursing the Subrecipient for any funding-eligible costs that were omitted from the appropriate Reimbursement Request, were submitted late, or were otherwise untimely requested.
2. If the Subrecipient requires additional time to submit a Reimbursement Request, it may request an extension of the Reimbursement Submittal Deadline from the County. In order to be timely, such extension request must be made by electronic mail to the County Liaison at least two (2) full business days prior to the submittal deadline. The County Liaison, in good faith and using their sole discretion, may grant an extension of the Reimbursement Submittal Deadline in a writing that contains a revised Reimbursement Submittal Deadline for the relevant Reimbursement Request.
3. By executing this Agreement, the Subrecipient acknowledges and agrees that it waives its entitlement to payment on any Reimbursement Request that is submitted to the County late. The County reserves the right to reject, deny, or otherwise refuse to make payment to the Subrecipient on any Reimbursement Request that is untimely submitted. The sole exception to this provision is when a late submittal met a revised Reimbursement Submittal Deadline that was granted by the County in accordance with **Paragraph D** of this Article.

E. Withholding or Denial of Payment on Reimbursement Requests

1. In addition to the reasons described in **Paragraph D** of this Article, the County reserves the right to withhold

or deny payment on any Reimbursement Request if such request:

- a. Is incomplete, not accompanied with the requisite supporting documentation, or is otherwise deemed by the County to be unsatisfactory or insufficiently documented;
 - b. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any additional directives or guidance issued by the Federal Awarding Agency; or
 - c. Is inconsistent with the information provided by the Subrecipient in its associated Progress Report submitted pursuant to **Article 8: Progress Reporting**.
2. Should the County decide to withhold or denial payment on a Reimbursement Request, the County Liaison shall, in accordance with **Article 4: Notice**, provide written notice to the Subrecipient specifying the corrective action to be taken, if any, and provide a reasonable date for compliance with such action. Nothing in this provision should be construed as impacting or infringing upon the County's right to terminate this Agreement or seek any additional remedies available to it at law or in equity.

Article 8: Progress Reporting

A. Minimum Standards for Progress Reports

1. "**Progress Report(s)**" shall be delivered to the County on a form approved by the County Liaison. At minimum, all Progress Reports shall clearly detail and elaborate upon the Subrecipient's progress towards the completion of each specific task, subtask, and objective found in the attached *Subaward Tasks and Objectives*.
2. The County reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the Subrecipient as it deems necessary to meet its federal reporting requirements and monitoring obligations.

B. Submittal of Progress Reports

The Subrecipient shall submit Progress Reports to the County in tandem with its Reimbursement Requests. The frequency at which the Subrecipient submits Progress Reports, the period of time covered by each Progress Report, and the submittal deadline for each Progress Report shall mirror the Reimbursement Frequency, Reimbursement Period, and Reimbursement Submittal Deadline as provided in **Article 7: Reimbursement Requests**.

C. Withholding or Denial of Payment on Reimbursement Requests

Failure to timely provide sufficiently complete Progress Reports in accordance with this Article may necessitate the County's withholding of payment on the Reimbursement Requests associated with such Progress Reports. Whether a progress report is sufficiently complete is up to the sole discretion of the County Liaison.

D. Semi-Annual Presentations

The County reserves the right to require that the Subrecipient presents their Subaward performance progress to the Orange County Board of County Commissioners (the "**Board**") at one of the Board's regularly scheduled meetings at least once every six (6) calendar months. If such a request is being made by the County, the County will provide the Subrecipient with no fewer than ten (10) business days' notice prior to the requested date of any such presentation. This presentation shall be made by PowerPoint presentation and shall be presented by an individual that is familiar with the Subrecipient's performance under the Subaward. The Subrecipient will be expected to answer questions posed to them by the members of the Board.

E. Federal Reporting Form

1. In addition to the Progress Reports described above, the Subrecipient shall additionally complete the

Federal Reporting Form attached as “**Appendix 2**” on a monthly basis. This form is what the County will use to report information specifically requested by the Federal Awarding Agency and failure to submit such form may lead to the County withholding payment or terminating this Agreement.

2. The Subrecipient understands that this *Federal Reporting Form* may be unilaterally amended by the County from time to time in order to ensure that the County can meet its own reporting obligations under the Federal Grant. Any such unilateral amendments will be provided, in writing, to the Subrecipient Liaison.

Article 9: Payment Terms

A. Subaward Period of Performance

1. The “**Subaward Period of Performance**” is the time during which the Subrecipient may incur obligations to carry out the work or services authorized under this Agreement. The Subrecipient may not invoice or submit a reimbursement request for any work completed, services rendered, or costs incurred outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).
2. The Subaward Period of Performance of this Agreement is: **10/31/2024 to 12/15/2026**. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award’s Period of Performance shall prevail.

B. Costs in Excess of Subaward Amount

By executing this Agreement, the Subrecipient acknowledges and agrees that it shall be solely responsible for any costs or obligations associated with its completion of the *Subaward Terms and Objectives* attached as “**Attachment 2**” that exceed the maximum Subaward amount.

C. Funding Eligibility

1. The County shall only be responsible for reimbursing the Subrecipient for funding-eligible costs and obligations. Funding-eligible costs and obligations are those incurred in a manner consistent with this Agreement, the Federal Award, and the Uniform Guidance, including but not limited to 2 CFR Part 200, Subpart D (“**Post Federal Award Requirements**”) and 2 CFR Part 200, Subpart E (“**Cost Principles**”), and are:
 - a. Specifically enumerated in the attached *Subaward Budget*; or
 - b. Reasonably necessary for the Subrecipient to complete and meet its obligations under this Agreement as further detailed in the attached *Subaward Tasks and Objectives*.
2. Even if a cost or obligation meets the provisions in **Paragraph C.1.** of this Article, the County will not reimburse the Subrecipient for, or in any way be responsible or liable for, such cost or obligation if:
 - a. Reimbursement by the County would supplant the Subrecipient’s currently available, or already budgeted, funding for that cost or obligation;
 - b. Payment for such cost or obligation can be made through a third-party program or insurance provider, including but not limited to Medicaid or Medicare; or
 - c. The Subrecipient incurred such cost or obligation prior to or after the Subaward Period of Performance.

D. Prohibition on Duplicative Funding

The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or it may be terminated. Such

suspension or termination may be initiated at the sole discretion of the County.

E. Travel Related Costs

The Subrecipient shall obtain prior written approval from the County Liaison prior to incurring any travel-related costs for travel outside of the Orlando-Kissimmee-Sanford, Florida Metropolitan Statistical Area. The County reserves the right to deny reimbursement to the Subrecipient for any travel-related costs related to travel outside of the Orlando-Kissimmee-Sanford, Florida Metropolitan Statistical Area for which such prior written approval was not requested and granted.

F. Financial Standards

The Subrecipient shall maintain accounting systems with internal controls that safeguard the Subaward funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the 2 CFR Part 200, Subparts E (“**Cost Principles**”) and F (“**Audit Requirements**”). Funds associated with the Subaward may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.

G. Local Government Prompt Payment Act

The County shall make payments to the Subrecipient for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

H. Funding Availability

The obligation of the County to proceed under this Agreement is conditioned upon the appropriation of funding by the Federal Government. If the funding anticipated for the fulfillment of this Agreement is, at any time, not forthcoming or insufficient, the County shall have the right to terminate this Agreement without damage, penalty, cost, or expenses to the County of any kind whatsoever. The effective date of termination shall be as specified in the County’s notice of termination. The County shall have final authority over whether such funding is available. At no time will the County be responsible or liable for making payment under this Agreement with County general revenue or from any funding source other than the Federal Award.

I. Funds Paid in Advance

Should the Subrecipient be provided any portion of the Subaward funds in advance, it must certify that it will comply with the following:

- 1. Federal Advance Requirements.** The Subrecipient represents that it is familiar with the requirements of 2 CFR § 200.305(b) (“**Federal payment**”). Prior to the issuance of any Subaward funds in advance, the Subrecipient shall submit a certification that it is and shall remain in compliance with such regulation by use of the *Subaward Advance Certification* document found attached as “**Form 2**”.
- 2. Fidelity & Employee Dishonesty Insurance.** The Subrecipient shall present proof of Fidelity & Employee Dishonesty Insurance with a limit of not less than the maximum Subaward amount. This insurance requirement may be waived or adjusted in writing by the County’s Risk Management Division.
- 3. Timely Submittal of Reimbursement Requests and Monthly Reports.** The County reserves the right to demand that the Subrecipient return the full remaining balance of any Subaward funds advanced, should the Subrecipient fail to timely submit the required Reimbursement Requests or Progress Reports in accordance with **Article 7: Reimbursement Requests** and **Article 8: Progress Reporting**.

J. Return of Funds

- 1. Payment(s) in Error.** The Subrecipient shall return to the County any payments that were: in excess of the maximum Subaward amount; made based on an intentional or unintentional misrepresentation;

fraudulently requested or made; for costs that did not otherwise meet the funding-eligibility provisions in **Paragraph C** of this Article; or otherwise made by the County to the Subrecipient in error (collectively, “**Payment(s) in Error**”).

- a. In the event that the Subrecipient, or any outside accountant or auditor, determines that a Payment in Error was made, the Subrecipient shall return to the County any such funds no later than ten (10) business days from the date on which the Subrecipient became aware of such Payment in Error.
 - b. In the event that the County discovers a Payment in Error, the County shall notify the Subrecipient in accordance with **Article 4: Notice** and the Subrecipient shall return any such funds to the County no later than ten (10) business days from the date on which the Subrecipient receives such notice.
- 2. Federal Disallowance(s).** If the Federal Government demands reimbursement from the County due to a disallowance or finding that cost or obligation for which the County provided Subaward funding to the Subrecipient was in any way improper or not in compliance with the Federal Award, the Subrecipient shall return any associated funds to the County within a reasonable time period as mutually agreed upon by the County and the Subrecipient, or within six (6) months, whichever is the later of the dates.
- 3. Delay or Failure to Return Funds.** Should the Subrecipient fail to reimburse the County for any Payment in Error or Federal Disallowance within the time designated, the County may respond with any number of the following actions:
- a. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Subrecipient’s initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;
 - b. Reduce or withhold any or all future payments until the amount of such overpayment has been recovered by the County;
 - c. Terminate this Agreement; or
 - d. Bar the Subrecipient from being considered when issuing future federal subawards or other County contracts or agreements.

Article 10: Additional Responsibilities of Subrecipient

A. Authority to Practice

The Subrecipient represents and warrants that it has and will continue to maintain all licenses and approvals required to meet its obligations under the *Subaward Tasks and Objectives*, and that it will at all times conduct its activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request. Failure by the County to request such proof of licensure and approvals shall in no manner be construed as alleviating the Subrecipient’s obligations pursuant to this Paragraph, nor shall it be construed as shifting or imposing any liability onto the County.

B. Permitting and Licensure

- 1. Operational.** The Subrecipient shall ensure that for the entirety of the Subaward Period of Performance that it is current on any federal, state, or local licenses or permits required for the Subrecipient to legally operate and that it remains in good standing with all regulatory agencies that regulate its activities.
- 2. Construction.** Should any portion of the Subaward be used to construct or improve real property or any structure on real property, the Subrecipient shall ensure that all such construction or improvements are completed in accordance with all applicable federal, state, and local licensing and permitting requirements. Nothing in this Agreement obligates the County, if the relevant permitting agency, to grant any permits to

the Subrecipient or its subcontractors. However, the County hereby commits to work with the Subrecipient and its subcontractors in good faith in the issuance of any such permits.

C. Employees of the Subrecipient

1. **Skillful and Licensed Provision of Services.** All services or work provided pursuant to this Agreement shall be performed by the employees, volunteers, associates, or agents of the Subrecipient (or of any subcontractor of the Subrecipient) in a professional and skillful manner. Any employee, volunteer, associate, or agent of the Subrecipient (or of any subcontractor of the Subrecipient) whose performance under this Agreement requires licensure shall have such valid and active licensure for the full duration of their performance under this Agreement.
2. **Removal of Employees.** The County may require, in writing, that the Subrecipient removes any employee, volunteer, associate, or agent of the Subrecipient (or of any subcontractor of the Subrecipient) that the County Liaison, using their sole discretion, deems to be – for any reason – objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.
3. **E-Verify Use and Registration Certification.** Pursuant to Section 448.095, Florida Statutes, the Subrecipient must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The Subrecipient must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. Such certifications shall be provided by use of the *E-Verify Use and Registration Certification* found attached as “**Form 3**”. Violation of s. 448.095, Florida Statutes, may result in the immediate termination of this Agreement.

D. Non-Discrimination

The Subrecipient shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation. The Subrecipient shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations.

E. Religious and Political Activities

1. The Subrecipient shall not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by the Subaward; any and all inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and participation in any inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services; therefore, the Subrecipient shall not implicitly or explicitly condition receipt of any services funded in whole or part by the Subaward on either: participation in any inherently religious activities; or membership in or affiliation with any particular faith or religion.
2. The Subrecipient is prohibited from using the Subaward funds provided for in this Agreement or personnel employed in the administration of the Subaward for sectarian or religious activities, lobbying, or political patronage activities. The Subrecipient further agrees that no funds provided nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (“**Hatch Act**”).

F. Procurement Standards

1. **Generally.** By executing this Agreement, the Subrecipient hereby certifies that: it has and maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (“**Procurement Standards**”) and will use such procedures when expending the Subaward; and it shall retain copies of all Subaward-related procurement contracts, subcontracts, subrecipient agreement, subaward documentation, and

documentation of compliance with the procurement requirements of this Agreement and as further detailed in 2 CFR Part 200, Subpart D (“**Post Federal Award Requirements**”) and Subpart E (“**Cost Principles**”).

2. **Simplified Acquisition Threshold.** The “**Simplified Acquisition Threshold**” means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: **\$250,000.00**. The Simplified Acquisition Threshold provided for in this Agreement is the one that the Subrecipient and any of its Tier 2 Subrecipients must use when making expenditures using any portion of the Subaward.
3. **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to: iron, aluminum, steel, cement, and other manufactured products). Pursuant to federal law, this provision must be included in all subawards (including all contracts and purchase orders) for work or products under the Federal Award. The Subrecipient shall include this provision in any contracts or agreements in which the Subaward is being utilized. For the purposes of this provision: “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
4. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Subrecipients is prohibited from obligating or expending any portion of the Subaward funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses “covered telecommunications equipment” or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, “covered telecommunications equipment” is telecommunications equipment: produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; and/or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
5. **Procurement of Recovered Materials.** If the Subrecipient is a state agency, a political subdivision of a state, or a contractor of a state agency or political subdivision of a state, then it must comply with the requirements of 2 CFR § 200.323 (“**Procurement of recovered materials**”). For the purposes of this provision, the Subrecipient does not meet the applicable definition of “contractor” of a state or political subdivision of a state. However, if the Subrecipient is a state agency or a political subdivision of the state, then it must meet the requirements of this provision.

G. Property Standards

1. **Generally.** By executing this Agreement, the Subrecipient hereby affirms that it has and maintains written procedures that comply with 2 CFR §§ 200.310-200.316 (“**Property standards**”) and that it will use such written procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward. The Subrecipient shall maintain records of all supplies, equipment, real estate, and other property procured with the Subaward and may not sell, transfer,

encumber, or otherwise dispose of any such property without the written permission of the County.

2. Inventory

- a. The Subrecipient shall maintain an inventory of all assets purchased or acquired in whole or in part with the Subaward that are tangible, non-expendable, have a value of at least \$1,000 (One Thousand Dollars), and have a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each asset, verification of the existence and continued use of the asset and, if applicable, the continued need for such asset.
- b. The Subrecipient assumes sole responsibility for insuring, and assumes all risk of damage or loss to all assets in its care, custody, or control purchased or acquired with any portion of the Subaward and shall report lost or stolen assets immediately to the County. The Subrecipient shall also report stolen assets to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the asset, the Subrecipient shall submit a report to the County listing the item received or returned as well as a description, serial number, and quantity.

I. Public Entity Crimes

The Subrecipient represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and that its entry into this Agreement will not violate that statute. The Subrecipient shall submit a certification that it is and shall remain in compliance with such statute by use of the *Public Entities and Scrutinized Companies Certification* document found attached as “**Form 4**”. Violation of Section 287.133, Florida Statutes, may result in the immediate termination of this Agreement.

J. Scrutinized Companies

The Subrecipient represents that it is familiar with the requirements and prohibitions of the Prohibition Against Contracting with Scrutinized Companies found in Section 287.135, Florida Statutes, and that its entry into this Agreement will not violate that statute. The Subrecipient shall submit a certification that it is and shall remain in compliance with such statute by use of the *Public Entities and Scrutinized Companies Certification* document found attached as “**Form 4**”. Violation of Section 287.135, Florida Statutes, may result in the immediate termination of this Agreement.

H. Suspension and Debarment

The Subrecipient represents that it is familiar with the requirements and prohibitions of 2 CFR Part 180, Subpart C (“**Responsibilities of Participants Regarding Transactions Doing Business with Other Persons**”) and that its entry into this Agreement will not violate that regulation. The Subrecipient shall submit a certification that it is and shall remain in compliance with such regulation by use of the *Federal Suspension and Debarment Certification* document found attached as “**Form 5**”. Violation of 2 CFR Part 180, Subpart C, may result in the immediate termination of this Agreement.

Article 11: Subcontracting and Tier 2 Subawards

A. Subrecipient/Contractor Determinations

Prior to entering into an agreement with a third-party entity that is in part or in whole funded by the Subaward, the Subrecipient shall analyze the nature of such agreement pursuant to the provisions of 2 CFR § 200.331 (“**Subrecipient Subcontractor Determinations**”) to determine whether such third-party entity would be the Subrecipient’s contractor or subrecipient.

B. Subcontracting

1. **In General.** The Subrecipient shall not use any portion of the Subaward to provide payment to subcontractors without such payment being pursuant to contract that complies with the Uniform Guidance and the provisions of this Agreement.
2. **Prohibition on Pre-Existing Subcontracts.** The Subrecipient may not use the Subaward to provide payment on pre-existing or continuing contracts it may have with subcontractors and must instead utilize a new contract that is specific to the use of the Subaward funds.
3. **Required Contract Provisions.** The Subrecipient shall insert all of the following contract provisions into all of its subcontracts under which any portion of the Subaward shall be expended:
 - a. The federally required provisions found in Appendix II of 2 CFR Part 200 (“**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**”) which are attached as “**Exhibit B**”.
 - b. A provision to certify that the subcontractor is an independent contractor and not an agent of the County or of Subrecipient.
 - c. The monitoring, records access, and auditing rights of the County, the Orange County Comptroller’s Office (the “**Comptroller**”), the Federal Awarding Agency, the Comptroller General of the United States, or any authorized representative of any of the foregoing government agencies.
 - d. Any other provision that the Subrecipient is expressly required to add into its subcontracts per this Agreement.
4. **Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Firms.**

The Subrecipient represents that it is familiar with the requirements and affirmative steps it must take should it enter into a subcontract using any amount of the Subaward under 2 CFR § 200.321 (“**Contracting with small and minority businesses, women’s business enterprises, and labor surplus firms**”) to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. The Subrecipient shall submit a certification that will comply with such federal regulation by use of the *MBE, WBE, and Labor Surplus Area Firm Certification* document found attached as “**Form 6**”.
5. **Entering into a subcontract funded by any portion of the Subaward without complying with the requirements of this Article is prohibited.**

C. Tier 2 Subawards

1. **In General**
 - a. In regards to this Agreement, the County is the recipient of the Federal Award and the Subaward is a Tier 1 Subaward. If the Subrecipient were to use any portion of the Subaward to issue a subaward to another non-Federal entity, that non-Federal entity would be a “**Tier 2 Subrecipient**” and that subaward would be a “**Tier 2 Subaward**”.
 - b. The Subrecipient shall not issue a Tier 2 Subaward without first obtaining the written approval of the County. Once the requisite written approval is obtained, such Tier 2 Subaward shall only be issued pursuant to a subrecipient agreement that complies with the Uniform Guidance and provisions of this Agreement.
2. **Prohibition on Pre-Existing Subrecipient Agreements.** The Subrecipient may not use any pre-existing subrecipient agreements as a basis for providing any Tier 2 Subaward. Instead, the Subrecipient must enter into a new subrecipient agreement with any Tier 2 Subrecipient that will be receiving or expending any portion of the Subaward funds.

3. Required Agreement Provisions

- a. The Subrecipient shall have a written agreement with each Tier 2 Subrecipient that identifies:
 - (1) The services or benefits such Tier 2 Subrecipient must provide when delivering the program.
 - (2) The laws and regulations with which such Tier 2 Subrecipient must comply under the terms of this Agreement (including but not limited to program specific requirements such as eligibility criteria, public policies for protecting civil rights, administrative mandates affecting its subrecipient's accounting and record keeping systems, and the indemnification and insurance provisions of this Agreement).
 - (3) The monitoring, records access, and auditing rights of the County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any authorized representative of any of the foregoing government agencies.
 - (4) A provision to certify that the Tier 2 Subrecipient is an independent contractor and not an agent of the County or of Subrecipient.
 - b. The Subrecipient must pass through all obligations of the Federal Award and any placed upon the Subrecipient under this Agreement to any Tier 2 Subrecipient to which it issues a Tier 2 Subaward.
 - c. The Subrecipient must comply with all provisions of 2 CFR § 200.332 (“**Requirements for Pass-Through Entities**”) and any other applicable provisions of the Uniform Guidance when issuing a Tier 2 Subaward.
4. Issuing a Tier 2 Subaward without complying with the requirements of this Article is strictly prohibited.

Article 12: Federal Contract Terms

A. Applicable to All Agreements

1. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.
2. **Federal Disclaimer.** The United States expressly disclaims any and all responsibility or liability to the County or third persons (including the Subrecipient) for the actions of the or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this Subaward by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
3. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.
4. **Federal Civil Rights and Non-Discrimination.**
 - a. The Subrecipient must comply with all federal, state, and local statutes and regulations prohibiting discrimination as applicable to this Subaward, including – without limitation – the following:
 - (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- (2) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 US C § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - (4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - (5) Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- b. The Civil Rights Restoration Act of 1987 provides that provisions of certain assurances apply to all of the operations of the County's program(s) and activit(ies), so long as any portion of the County's program(s) or activity(ies) is federally assisted. Such assurances are found in the *Civil Rights Certification* attached as "**Form 7**", which must be executed by the Subrecipient.
 - c. The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
5. **Conflicts of Interest.** The Subrecipient understands and agrees that it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c), and that such conflict of interest policy is applicable to each activity funded in whole or in part under this Subaward. The Subrecipient must disclose in writing to the County any potential conflict of interest affecting the Subaward funds in accordance with 2 CFR § 200.112.
 6. **Publications.** Any publications produced with funds from this Subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Orange County, Florida, by the U.S. Department of the Treasury."
 7. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of "**Funding Agreement**" under 37 CFR § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the Subrecipient hereby acknowledges and understands that the County is obligated to comply with the requirements of 37 CFR § 401 ("**Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements**"), and any implementing regulations issued by the Federal Awarding Agency.
 8. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient understands that making false statements or claims in connection with this Subaward (or the Federal Award) is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 USC Chapter 38 ("**Administrative Remedies for False Claims and Statements**") applies to the Subrecipient's actions pertaining to this Agreement.

9. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, the Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following: a member of Congress or a representative of a committee of Congress; an Inspector General; the Government Accountability Office; a Treasury employee responsible for contract or grant oversight or management; an authorized official of the Department of Justice or other law enforcement agency; a court or grand jury; or a management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. The Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Subrecipient is encouraged to: adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles; and encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

11. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Subrecipient is encouraged to: adopt and enforce policies that ban text messaging while driving; and encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

B. Applicable to Agreements that Exceed \$100,000

1. **Byrd Anti-Lobbying Amendment.** If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Subrecipient shall:
 - a. Execute and submit a *Byrd Anti-Lobbying Certification* attached as “**Form 8**”;
 - b. Certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and
 - c. Disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded to the Federal Awarding Agency.

C. Applicable to Agreements that Exceed \$150,000

1. **Clean Air Act.** If this Agreement exceeds one hundred fifty thousand dollars (\$150,000) in value, the Subrecipient shall:
 - a. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.;
 - b. Report each violation of the Clean Air Act to the County. Additionally, the Subrecipient hereby

acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and

- c. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
2. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred fifty thousand dollars (\$150,000), the Subrecipient shall:
 - a. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq.;
 - b. Report each violation of the Federal Water Pollution Control Act to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 - c. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

Article 13: Records Management

A. Maintenance, Retention, and Access to Records

The Subrecipient and its subcontractors and Tier 2 Subrecipients that are providing services or otherwise performing pursuant to this Agreement shall abide by the requirements of this Article.

1. The Subrecipient shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Subrecipient's financial activities.
2. The Subrecipient shall establish and maintain separate accounting records for the Subrecipient's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.
3. The Subrecipient shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Subrecipient's performance under this Agreement.
4. All records that were created, utilized, or maintained for the purpose of fulfillment of the Subrecipient's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

6. The Subrecipient shall permit the County, the Comptroller of Orange County (the “**Comptroller**”), the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.
7. If the *Subaward Tasks and Objectives* in “**Attachment 2**” is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.
8. **The Subrecipient shall ensure that the provisions of this Article are incorporated into any agreements, including but not limited to subcontracts and Tier 2 Subawards, into which it enters that are in any manner related to this Agreement or the Federal Award.**

B. Confidential Records

The parties hereby agree to maintain any and all confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to federal and Florida law.

1. **Health Insurance Portability and Accountability Act (“HIPAA”).** If the Subrecipient meets the definition of “**Covered Entity**,” as defined in 45 CFR § 160.103, or a “**Hybrid Entity**,” as defined in 45 CFR § 164.103, then:
 - a. If the Subrecipient is providing services to any individual that: (1) may cause the Subrecipient to generate Protected Health Information (“**PHI**”) as defined in 45 CFR § 160.103; and (2) will be funded in whole or in part by the Subaward, then:
 - a. The Subrecipient must obtain a legally sufficient, valid, and current medical record release authorization for such individual prior to providing such services; and
 - b. Such required medical record release authorizations may be limited in scope but must at minimum permit disclosure to both the County and the Comptroller of any PHI that is in any way related to the Subaward-funded services that such individual(s) receive from the Subrecipient, or any of the Subrecipient’s sub-contractors or tier 2 subrecipients, for federal reporting, program or project monitoring, and auditing purposes.
 - b. The County hereby reserves the right to deny payment for any costs the Subrecipient incurs in its provision of otherwise Subaward funding-eligible services to any individual(s) for whom it does not have a legally sufficient, valid, and current medical release authorization as required by this Paragraph.
 - c. Additionally, the Subrecipient must require any of its subcontractors for which this provision would be applicable to secure such requisite legally sufficient, valid, and current medical release authorizations as well.
2. **Business Associate Agreement.** Should the Subrecipient’s provision of services under this Agreement require access to PHI generated by the County, then the Subrecipient must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).
3. **Confidential or Protected Information.**
 - a. The Subrecipient and its subcontractors shall comply with the applicable requirements set forth in the Florida Information Protection Act (§501.171), Florida Statutes, and any other applicable confidentiality provisions in federal or state law.
 - b. If the Subrecipient is providing services to any individual that: (1) may cause the Subrecipient to maintain or collect personal information or generate records considered confidential or otherwise

protected under federal or state law; and (2) will be funded in whole or in part by the Subaward, then, to the extent permitted by the applicable state or federal law:

- (1) The Subrecipient must obtain a legally sufficient, valid, and current information disclosure authorization for such individual prior to providing such services; and
 - (2) Such required information disclosure authorization must permit the disclosure to both the County and the Comptroller of any such confidential or protected personal information, including personally identifiable information, that the Subrecipient, or any of the Subrecipient's sub-contractors or tier 2 subrecipients, may collect or maintain in the provision of Subaward-funded services to such individual for federal reporting, program or project performance monitoring, and auditing purposes.
- c. The County hereby reserves the right to deny payment for any costs the Subrecipient incurs in its provision of otherwise Subaward funding-eligible services to any individual(s) for whom it does not have a legally sufficient, valid, and current information disclosure authorization as required by this Paragraph.
 - d. Additionally, the Subrecipient must require any of its subcontractors for which this provision would be applicable to secure such requisite legally sufficient, valid, and current medical release authorizations as well.

C. Public Records

1. Pursuant to Section 119.0701, Florida Statutes, the Subrecipient shall:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County, 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 amount set by the County.
 - 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 for the duration of this Agreement's term and following completion of this Agreement if the Subrecipient does not transfer the records to the County.
 - d. Upon completion, or termination, of this 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 Subrecipient to perform the service in accordance with Florida law.
 - e. 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 this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
 - f. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR,

**ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET,
(407) 836-5897.**

2. **State Agencies or Subdivisions.** If the Subrecipient is an "Agency" as defined by Section 119.011, Florida Statutes, then the Subrecipient shall comply with its own obligations under Chapter 119, Florida Statutes. The Subrecipient additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Subrecipient will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Article 14: Monitoring Requirements

A. Authorization to Monitor

1. The Subrecipient shall permit the County, the Comptroller, or the authorized representatives of either of such government agencies, to periodically monitor the Subrecipient's performance and programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 ("**Requirements for Pass-Through Entities**") and any other relevant federal laws, regulations, directives, or guidance.
2. A draft of the monitoring tool that the County will use to monitor the Subrecipient is attached as "**Exhibit D**". The County reserves the right to unilaterally alter or replace this monitoring tool to the extent it, using its sole discretion, deems necessary in order to meet the monitoring requirements and overall objectives of the Federal Award. Should such unilateral change be made, the County will provide a copy of the new monitoring tool that it will use to the Subrecipient by use of electronic mail to the Subrecipient Liaison.

B. Letter of Findings

1. If the County, the Comptroller, or the authorized representative of either of such government agencies, discovers any defect in the Subrecipient's performance under this Agreement (whether programmatic, financial, etc.), then a "**Letter of Findings**" may be provided to the Subrecipient.
2. The Subrecipient shall respond to any Letter of Findings it receives with a Corrective Action Plan and Implementation Schedule, as instructed by the County, the Comptroller, or the authorized representative of either of such government agencies, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement by the County for cause.
3. Nothing in this provision shall obligate the County or the Comptroller to first issue a Letter of Findings to the Subrecipient prior to the County being permitted to exercise any of its rights in equity, at law, or as otherwise granted through this Agreement, including but not limited to the County's right to terminate this Agreement for convenience or cause.

Article 15: Audit Requirements

A. Compliance with Auditing Requirements

The Subrecipient shall comply with the federal auditing requirements found in 2 CFR Subpart F ("**Audit Requirements**"). Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Subrecipient and could jeopardize the Subrecipient's ability to enter into any future contracts or agreements with the County.

B. Authorization to Audit

The County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized designees shall have the right to audit Subrecipient's: disbursement of the Subaward; service or program performance and delivery; and compliance with the terms, conditions, and obligations set forth in this Agreement, the Federal Award, and any additional directives or guidance the Federal Awarding Agency has provided.

C. Mandatory Audit, Certification, and Audited Financial Statement

In determining the federal award amounts expended during its fiscal year, the Subrecipient shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the Subrecipient expends seven hundred fifty thousand dollars (\$750,000.00) or more in federal financial assistance during its fiscal year, the Subrecipient must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (“**Scope of Audit**”), unless the Subrecipient elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (“**Audit Requirements**”).
2. If the Subrecipient expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal financial assistance during the fiscal year, the Subrecipient shall: provide an annual certification to the County that a single audit was not required; and annually submit an Audited Financial Statement to the County.
3. If the Subrecipient is mandated to have an audit performed due to its expenditure of seven hundred fifty thousand dollars (\$750,000.00) or more in federal financial assistance within one fiscal year, that audit must be completed no later than one-hundred and eighty (180) calendar days after the close of the Subrecipient’s fiscal year.

D. Submission of Audits and Audited Financial Statements

1. The Subrecipient shall submit to the Comptroller and the County any and all auditor reports received by the Subrecipient related to its obligations under this Agreement within ten (10) business days of receipt.
2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (“**Report Submission**”), or the applicable Audited Financial Statements, shall be forwarded to the County pursuant to the notice provision in this Agreement, with a copy provided to the Orange County Comptroller’s Office, at the following:

Orange County Comptroller’s Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38,
Orlando, Florida 32802

E. The Federal Audit Clearinghouse

Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor’s report, or nine (9) months after the end of the entity’s fiscal year end date. Such audits shall be submitted electronically via the following website: <https://harvester.census.gov/facweb/>.

Article 16: Subaward Closeout

- A. The closeout of the Federal Award, or this Subaward, does not affect any of the following:
 1. The right of the Federal Awarding Agency or the County to disallow costs and recover funds from the Subrecipient on the basis of a later audit or other review. The Federal Awarding Agency or the County must make any cost disallowance determination and notify the Subrecipient within the record retention period.

2. The requirement for the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 3. The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.
 4. The audit requirements in 2 CFR Part 200, Subpart F.
 5. The property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.
 6. The records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200. The foregoing notwithstanding, the Subrecipient shall meet the records retention requirements found in **Article 13: Records Management** of this Agreement which exceed the applicable federal records retention requirements.
- B. After closeout of the Federal Award, or this Subaward, a relationship created under the Federal Award, or this Subaward, may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Subrecipient, provided the responsibilities of the Subrecipient, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Subrecipient, as appropriate.

Article 17: Insurance and Safety Requirements

A. Insurance

The Subrecipient agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the County's review or acceptance of insurance maintained by the Subrecipient is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement.

1. The Subrecipient shall require and ensure that each of its subcontractors and Tier 2 Subrecipients providing services hereunder procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article.
2. The Subrecipient shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Subrecipient prior to commencing operations under this Agreement to verify such coverage.
3. **Generally Required:**

Commercial General Liability. The Subrecipient shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence. Subrecipient further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit either shall apply separately to this contract or shall be at least twice the required occurrence limit.

 - **Required Endorsements:**
 - Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents; and
 - Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent.
4. **Required if Subrecipient is Providing Services at County Facilities:**
 - a. **Workers' Compensation.** The Subrecipient shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as

defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any subrecipient using an employee leasing company shall complete the *Leased Employee Affidavit* attached as “Form 9”.

- **Required Endorsement:**

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

- b. **Business Automobile Liability.** The Subrecipient shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than five hundred thousand dollars (\$500,000) per accident. In the event the Subrecipient does not own automobiles, the Subrecipient shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

5. **Required if Subrecipient is Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars (\$100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). “**Vulnerable Person(s)**” are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

6. **Required if Subrecipient is Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than one million dollars (\$1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the Subrecipient agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (“**SERP**”) during the life of this Agreement the Subrecipient agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage.

7. **Required if Subrecipient is Acquiring, Engaging in the Construction on, or Improving Real Property:**

- a. **All-Risk Property Coverage** – The Subrecipient shall provide the equivalent insurance coverage for real property and equipment acquired or improved with any federal funds provided as to other property owned by the Subrecipient.

- b. **Flood Insurance.** In compliance with the Flood Disaster Protection Act of 1973, if any portion of the federal financial assistance provided by the County to the Subrecipient through the Subaward will be used in whole or part for the acquisition, construction, reconstruction, repair, or improvement of any publicly- or privately-owned building or mobile home located within a special flood hazard area as identified by the Federal Emergency Management, the Subrecipient shall procure flood insurance either through the National Flood Insurance Program or other commercially available insurance to cover all assets acquired or improved with such federal funds.

- c. **Workers’ Compensation.** The Subrecipient shall maintain coverage for its employees in accordance with statutory workers’ compensation limits and no less than one-hundred thousand dollars (\$100,000.00) per each incident of bodily injury or disease for Employers’ Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any subrecipient using an employee leasing company shall complete the *Leased Employee Affidavit* attached as “Form 9”.

- **Required Endorsement:**

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

8. Insurance carriers providing coverage required in **Paragraph A** of this Article must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
9. Any request for an exception to these insurance requirements must be submitted in writing to the County Liaison for approval by the County's Risk Management Division, which must be provided in writing and kept with this Agreement's file.
10. The Subrecipient shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Subrecipient shall also provide copies of any applicable endorsements as required above. If blanket endorsements are being submitted, the Subrecipient must include the entire endorsement and the forms page from the policy showing these endorsements are blanket.
11. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

Orange County, Florida
Attention: Risk Management Division
109 E Church Street, Suite 200
Orlando, FL 32801

12. **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes):
 - a. **Paragraph A, Subparagraphs 1. – 11.** of this Article are not applicable if the Subrecipient is self-insured, with the exception of **Subparagraph 7.b.** regarding the Flood Disaster Protection Act of 1973 which is applicable should the Subrecipient expend any federal financial assistance provided under this Agreement for the acquisition or improvement of real property.
 - b. The Subrecipient being excepted from **Paragraph A, Subparagraphs 1. – 11.** does not except any subcontractors, subconsultants, or subrecipients of the Subrecipient that are not agencies or political subdivisions of the State of Florida, accordingly all such provisions must be included by the Subrecipient in any such subcontracts or subrecipient agreements.
 - c. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in **Paragraph A, Subparagraph 11.** of this Article.

B. Protection of Persons and Property

While working or performing services at County facilities, the Subrecipient shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement.

1. The Subrecipient shall take all reasonable precautions for the safety and protection of:

- a. All employees and all persons whom the Subrecipient suffers to be on the premises and other persons who may be affected thereby;
 - b. All property, materials, and equipment on the premises under the care, custody or control of the Subrecipient; and
 - c. Other property at or surrounding the premises including trees, shrubs, lawns, walks, pavement, and roadways.
2. The Subrecipient agrees that the County does not guarantee the security of any equipment or personal property brought by the Subrecipient, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
 3. The Subrecipient shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
 - a. Occupational Safety & Health Act (OSHA)
 - b. National Institute for Occupational Safety & Health (NIOSH)
 - c. National Fire Protection Association (NFPA)
 4. The Subrecipient must also comply with the guidelines set forth in the *Orange County Safety & Health Manual* which can be found at the following website link: <http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>
 5. In any emergency affecting the safety of persons or property, the Subrecipient will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

C. Vulnerable Persons

If the services or work to be provided in the *Subaward Tasks and Objectives* attached as “Attachment 2” involve “vulnerable persons” as defined in Section 435.02(6), Florida Statutes, then the Subrecipient’s employees, including its volunteers or any associates or agents of the Subrecipient, that are contributing to the delivery of those services, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. The Subrecipient shall pass down this obligation to its subcontractors (if any).

Article 18: Indemnification and Liability Provisions

A. Indemnification

Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys’ fees) arising from the indemnifying party’s own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party’s officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party’s negligent performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.

B. Sovereign Immunity

1. The County’s above indemnification is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Article, or in any part of

this Agreement, shall constitute a waiver of the County's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

2. **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph B.1.** of this Article applies to the Subrecipient in the same manner in which it applies to the County.

C. Liability

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.
2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Subrecipient under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.
3. **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph C.2.** of this Article applies to the Subrecipient in the same manner in which it applies to the County.

D. Independent Contractor

It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the Subrecipient as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Subrecipient is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Subrecipient for all purposes, including but not limited to for any worker's compensation matters.

E. Non-Agent Subrecipient

The Orange County Board of County Commissioners has not delegated to any County officer or employee the authority to appoint any agent on the County's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the Subrecipient as an agent of the County. Additionally, no review or approval of the Subrecipient's services, requests for reimbursement, reports, or records by the County may be construed as the County appointing the Subrecipient as an agent of the County.

F. Third-Party Claims

Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, by executing this Agreement, the Subrecipient agrees to hold the Federal Government, the County, and the employees and/or contractors of each of the foregoing governments, harmless from liability to any third parties for claims asserted under this Agreement.

Article 19: Termination

A. Termination for Convenience by the County

Pursuant to 2 CFR Part 200, Appendix II, Paragraph B, contracts made pursuant to a Federal Award must address termination for convenience by the County including the manner by which it will be effected and the basis for settlement. As such, the County may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the Subrecipient.

B. Termination by the Subrecipient

Pursuant to 2 CFR § 200.340(a)(4), the Subrecipient may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, a Subrecipient's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Subrecipient's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

C. Termination for Cause

1. Immediate Termination

- a. The County reserves the right to “**Immediate Termination**” of this Agreement, with such termination to be effectuated as of the Subrecipient's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the Subrecipient Liaison. Notwithstanding the foregoing, the County, as a courtesy, will additionally provide the Subrecipient with such notice in the manner provided in **Article 4: Notice** of this Agreement.
- b. Immediate Termination pursuant to this provision shall be permitted for any number of the following reasons:
 - (1) The Federal Awarding Agency terminates the Federal Award;
 - (2) Any circumstance under which the County is no longer receiving Federal Award funds to reimburse the Subrecipient occurs;
 - (3) The amount invoiced by the Subrecipient meets or exceeds the amount of the Subaward provided for in this Agreement;
 - (4) The Subrecipient files bankruptcy or otherwise becomes insolvent;
 - (5) The Subrecipient is determined to be ineligible to do business in the State of Florida;
 - (6) If the Subrecipient is a non-profit agency, loss of the Subrecipient's non-profit status; or
 - (7) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The County may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the County, using its sole discretion, determines that the Subrecipient is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or to accept the Subrecipient's proposed cure if such an opportunity is provided, the County reserves the right to provide the Subrecipient with the opportunity to cure any stated breach. Such opportunity to cure can be used in tandem with, or in lieu of, a Letter of Findings issued in accordance with **Article 14: Monitoring Requirements** of this Agreement. If the County decides to provide such opportunity to cure, it shall:

- a. Include that opportunity to cure as a part of the County's breach of contract and termination notice; and
- b. Allot a deadline deemed appropriate by the County by which the Subrecipient must cure or, only if expressly permitted by the County, provide its proposed cure to the County. The County has no obligation to accept any proposed cures submitted by the Subrecipient.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Subrecipient's damages for such termination, if any, shall be the same as if the County terminated this Agreement for convenience.

D. Reporting to Federal Awarding Agency

If the County determines that termination of this Agreement was due to the Subrecipient's material failure to comply with the Subaward's terms and conditions, the County reserves the right to report the Subrecipient to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management ("**SAM**").

E. In the Event of Termination

After receipt of a notice of termination, except as otherwise directed, the Subrecipient shall take all of the following actions:

1. Pursuant to 2 CFR § 200.339(c), continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.344 ("**Closeout**") and 200.345 ("**Post-Closeout Adjustments and Continuing Responsibilities**").
2. Within fourteen (14) calendar days, remit to the County any advanced funds paid that have not yet been recouped by the County (if any).
3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice.
4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same.
5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated.
6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date.
7. Take any other actions as reasonably directed in writing by the County.
8. If the *Subaward Tasks and Objectives* attached as "**Attachment 2**" includes the provision of care to individuals, take any reasonable steps to, in good faith, assist the County in transferring care of such individuals to another organization, if necessary.

F. Payment in Event of Termination

If this Agreement is terminated before performance is completed, whether for convenience or cause, the Subrecipient shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, the County shall be entitled to collect all or part of any funds owed to the County by the Subrecipient by deduction from the reimbursement or payment amount due the Subrecipient. No other damages, fees, or costs may be assessed against the County for its termination of the Agreement.

G. Force Majeure

1. The Subrecipient shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, epidemic, act of God, or other similar causes beyond the Subrecipient's control so long as the Subrecipient's delay is not caused by the Subrecipient's own fault or negligence. Notwithstanding the foregoing, the Subrecipient cannot claim *Force Majeure* for any emergency, exigency, or "Act of God": that is in any manner related to the Subrecipient's performance under in this Agreement; or that in any way existed or was reasonably foreseeable at the time this Agreement was executed by the Subrecipient.
2. The above notwithstanding, in order to claim delay pursuant to this provision, the Subrecipient shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.
3. If the Subrecipient's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right, but not the obligation, to terminate this Agreement thereafter and shall only be liable to the Subrecipient for any work performed pursuant to this Agreement prior to the date of the County's termination.
4. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 20: General Provisions (Alphabetical)

A. Assignments and Successors

The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. Attorneys' Fees and Costs

Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "**Action**").

C. Conflicts

The Subrecipient shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, or between this Agreement and any of its forms, exhibits, attachments, or appendices, the most restrictive provision shall govern.

D. Construction and Representations

Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party.

Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

E. Counterparts and Electronic Transmission of Signatures

This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

F. Electronic Signatures

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

G. Governing Law

This Agreement shall be considered as having been entered into in the State of Florida. This Agreement, and any Actions, shall be governed, interpreted, and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

H. Headings

The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

I. Jury Waiver

Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

J. Remedies

No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

K. Severability

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

L. Signatory

Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

M. Survivorship

Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and records maintenance provisions, shall survive the expiration, cancellation, or termination of this Agreement.

N. Use of County and Subrecipient Logos

Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

O. Venue

Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such applicable Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

P. Waiver

No delay or failure on the part of either party to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Q. Written Modification

No modification of this Agreement shall be binding upon either party unless it is reduced to writing and is signed by a duly authorized representative of each party. Notwithstanding the foregoing, the parties recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the County is permitted to unilaterally "pass-down" to the Subrecipient without formal amendment to this Agreement. The County shall provide notice such unilateral amendments to the Subrecipient in a timely fashion to both by electronic mail to the Subrecipient Liaison. The Subrecipient agrees to work with the County in good faith to make any additional amendments to this Agreement as may be necessary pursuant to any Federal Awarding Agency directives.

Article 21: Documents

Any laws, regulations, rules, websites, guidance, directives, and other resources or documents referenced in any part of this Agreement, are hereby incorporated and therefore form a material part of this Agreement, this includes but should not in any manner be construed as being limited to, those forms, exhibits, attachments, and appendices listed in *Table of Attachments* on page iv of this Agreement's coversheet.

Article 22: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the parties with respect to this Agreement's subject matter. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the parties.

ORANGE COUNTY SIGNATURE PAGE

The County has executed this Agreement on the date set forth below.

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By:

-
- Carrie Mathes, Procurement Division Manager **or**
 Zulay Millan, Procurement Division Assistant Manager

Date:

**SUBRECIPIENT SIGNATURE
ON FOLLOWING PAGE**

SUBRECIPIENT SIGNATURE PAGE

The Subrecipient has executed this Agreement on the date set forth below.

Orange County Library District

By: Bethany Stone
Bethany Stone
Chief Operating Officer

Date: September 9, 2024

**ORANGE COUNTY, FLORIDA'S SIGNATURE
ON PREVIOUS PAGE**

**Form Index
Coversheet**

Form No.	Title	Required?
1	Standard ARPA Form Amendment	Required
2	Subaward Advance Certification	See Form Conditions
3	E-Verify Use and Registration Certification	Required
4	Public Entity Crimes and Scrutinized Companies Certification	Required
5	Federal Suspension and Debarment Certification	Required
6	MBE, WBE, and Labor Surplus Area Firm Certification	Required
7	Civil Rights Certification	Required
8	Byrd Anti-Lobbying Certification	See Form Conditions
9	Leased Employee Affidavit	See Form Conditions

Select from the options below:

- There are no amendments or additional provisions to the Standard ARPA Form Agreement.
- There are amendments and/or additional provisions to the Standard ARPA Form Agreement.

Amendments		
Article	Paragraph	Amendment

Additional Provisions

Pursuant to **Article 2: Standard ARPA Form Agreement**, the parties have agreed to the above-provided amendments to the Standard Form Agreement. Such amendments shall be held as binding upon the parties with the remainder of the Agreement remaining in full force and effect.

Signature

Printed Name

Official Title
Orange County, Florida

County Name

Date

Bethany Stone

Signature

Bethany Stone

Printed Name

Chief Operating Officer

Official Title

Orange County Library District

Subrecipient Name

9-6-2024

Date

Condition: An advance of the Subaward be issued pursuant to this Agreement. **No**.

If "Yes", this form is required. If "No", this form is not required

Part 1: Subaward Advance Terms

- A. 2 CFR § 200.305(b) permits the County to issue advance payments of the Subaward to the Subrecipient as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of carrying out the *Subaward Tasks and Objectives*.
- B. Based upon the foregoing, the County shall issue an advance of **\$N/A** at the beginning of the Agreement's term, or when such advance is agreed upon by the parties in writing using this form. **All advanced funds must be spent within the "Advance Expenditure Period" which begins on the date that the Subrecipient receives the advance and ends N/A calendar days thereafter.**
- C. No later than **30 calendar days** after the Advance Expenditure Period ends, the Subrecipient shall submit all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent. This documentation must be: (a) executed by the Subrecipient's authorized representative; and (b) include the federal attestation language in **Article 7: Reimbursement Requests**. The County reserves its right to suspend any further payments to the Subrecipient until it receives sufficient documentation from the Subrecipient.
- D. Should the Subrecipient fail to expend all funds advanced within the Advance Expenditure Period, the balance of unspent funds advanced shall be deducted from subsequent Reimbursement Requests submitted until it such balance is fully exhausted. Any funds advanced that remain at the end of the Subaward Period of Performance must be returned to the County.
- E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to those found in **Article 9: Payment Terms**, and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated therein, or that such has been fully or partially waived in writing by the County's Risk Management Division.

Part 2: Subaward Advance Certification

The undersigned hereby certifies on behalf of the Subrecipient, that:

- A. The Subrecipient understands and will comply with the provisions of **Part 1** of this form and that the amount of the advance provided in **Paragraph B** above is an accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Subaward Tasks and Objectives*.
- B. The Subrecipient maintains financial management systems that comply with 2 CFR § 200.305(b) and maintains written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient; and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs. This includes an obligation by the Subrecipient to make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Authorized Signature: Bethany Stone
Printed Name: Bethany Stone

Date: 9-6-2024
Title: Chief Operating Officer

INTERNAL TABLE – FOR COUNTY INTERNAL USE ONLY
NOTE TO COUNTY STAFF: Prior to an advance being approved the staff overseeing this Agreement must receive advance training from Grants Accounting.

CERTIFICATION OF COMPLIANCE WITH SECTION 448.095, FLORIDA STATUTES
Employment Eligibility

The undersigned hereby certifies on behalf of the Subrecipient, that:

- A. They have personal knowledge of the factual assertions set forth in this *E-Verify Use and Registration Certification*.
- B. The Subrecipient is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and shall provide evidence of such registration to the County upon request.
- C. The Subrecipient does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.
- D. The Subrecipient shall require all subcontractors performing work under this Agreement to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Authorized Signature: Bethany Stone
Printed Name: Bethany Stone

Date: 9-6-2024
Title: Chief Operating Officer

Please Note: The County will verify that the Subrecipient has an active registration on <https://e-verify.gov>. If the Subrecipient does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the Subrecipient received upon registration to the County.

INTERNAL TABLE – FOR COUNTY INTERNAL USE ONLY

The Subrecipient's active E-Verify Registration was confirmed by **Lee Peters** on **8/20/2024**. The method of confirmation was: **Confirmed on E-Verify.gov**.

Public Entity Crimes and Scrutinized Companies Certification

PART 1: CERTIFICATION OF COMPLIANCE WITH SECTION 287.133, FLORIDA STATUTES

Public Entity Crimes Act

The undersigned hereby certifies, on behalf of the Subrecipient, that:

- A. Neither the Subrecipient, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Subrecipient, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
- B. The Subrecipient has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list.
- C. The Subrecipient acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the Subrecipient has reviewed prior to the execution of this certification.
- D. The Subrecipient acknowledges that the County reserves the right to terminate this Agreement immediately and take full advantage of any legal remedies available in equity or law should the Subrecipient be found to: have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.133, Florida Statutes; or have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.133, Florida Statute subsequent to entering into this Agreement with the County.
- E. The Subrecipient shall immediately notify the County if at any point during the term of the Agreement, the Subrecipient's status under Section 287.133, Florida Statutes, changes in any manner.

PART 2: CERTIFICATION OF COMPLIANCE WITH SECTION 287.135, FLORIDA STATUTES

Prohibition Against Contracting with Scrutinized Companies

The undersigned hereby certifies, on behalf of the Subrecipient, that:

- A. The Subrecipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. The Subrecipient is not: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and it is not engaged in a boycott of Israel; on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or engaged in business operations in Cuba or Syria.
- C. The Subrecipient acknowledges that the County reserves the right to terminate this Agreement immediately and take full advantage of any legal remedies available in equity or law should the Subrecipient be found to: have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- D. The Subrecipient shall immediately notify the County if at any point during the term of the Agreement, the Subrecipient's status under Section 287.135, Florida Statutes, changes in any manner.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

Authorized Signature: Bethany Stone
Printed Name: Bethany Stone

Date: 9-6-2024
Title: Chief Operating Officer

CERTIFICATION OF COMPLIANCE WITH 2 CFR PART 180
Federal Suspension and Debarment Certification

The undersigned hereby certifies on behalf of the Subrecipient, that:

- A. They have personal knowledge of the factual assertions set forth in this *Federal Suspension and Debarment Certification*.
- B. The Subrecipient complies with 2 CFR Part 180, Subpart C (“**Responsibilities of Participants Regarding Transactions Doing Business with Other Persons**”).
- C. The Subrecipient is registered and maintains an active registration with SAM.gov and will maintain an active registration with SAM.gov for the entire term of this Agreement.
- D. The Subrecipient does not appear on the SAM Exclusions list and shall notify the County within five (5) business days if it is added to the SAM Exclusions list, or should its status under the SAM system change in any way during the term of this Agreement.
- E. The Subrecipient shall include a requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transactions into which it enters.
- F. The Subrecipient understands and agrees that the County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Subrecipient: (1) be found to have misrepresented its SAM.gov status in any manner; or (2) fail to notify the County of any change in its status under the SAM.gov system.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Authorized Signature: Bethany Stone
Printed Name: Bethany Stone

Date: 9-6-2024
Title: Chief Operating Officer

Please Note: The County will verify that the Subrecipient has an active registration with SAM.gov on <https://www.SAM.gov>. If the Subrecipient does not have an active registration noted in the SAM.gov system, then this Agreement will be voidable by the County.

INTERNAL TABLE – FOR COUNTY INTERNAL USE ONLY
The Subrecipient’s active SAM.gov registration was confirmed by Lee Peters on 8/20/2024.

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321
*Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"),
and Labor Surplus Area Firms*

The undersigned hereby certifies on behalf of the Subrecipient, that the Subrecipient will comply with all of the following should the Subrecipient subcontract using any portion of the Subaward:

- A. When selecting subcontractors and making procurements with the Subaward, the Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.
- B. Pursuant to 2 CFR § 200.321, such affirmative steps must include:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- C. The Subrecipient understands that it must pass this obligation down to its subcontractors (if any).

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this certification document.

Authorized Signature: Bethany Stone
Printed Name: Bethany Stone

Date: 9-6-2024
Title: Chief Operating Officer

CERTIFICATION REGARDING CIVIL RIGHTS
Civil Rights Restoration Act of 1987

On behalf of the Subrecipient, the undersigned hereby certifies to, and hereby makes, the following assurances:

- A. The Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- B. The Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). The Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, the Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
- C. The Subrecipient agrees to consider the need for language services for LEP persons when the Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- D. The Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon the Subrecipient and the Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with the above assurances as stated in this certification document.

Authorized Signature: Bethany Stone
Printed Name: Bethany Stone

Date: 9-6-2024
Title: Chief Operating Officer

Condition: The Subaward amount exceeds \$100,000.00. **No**.

If "Yes", this form is required. If "No", this form is not required

CERTIFICATION OF COMPLIANCE WITH 31 USC § 1352
Byrd Anti-Lobbying Amendment

Part 1: Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies on behalf of the Subrecipient that:

- A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Part 2: Statement for Loan Guarantees and Loan Insurance

The undersigned certifies on behalf of the Subrecipient that:

- A. If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Subrecipient shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.
- B. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

Authorized Signature: Bethany Stone
Printed Name: Bethany Stone

Date: 9-6-2024
Title: Chief Operating Officer

- A. **Preliminary Condition:** The Subrecipient will use an employee leasing arrangement to perform any part of the work or services contemplated in the Agreement. **No**.
If “Yes”, move to the subsequent conditions. If “No”, this form is not required (ignore subsequent conditions).
- B. **Subsequent Conditions:** The aforementioned work or services will either:
 - a. Be provided on County property **Yes**; or
 - b. Include construction on or making improvements to any real property **No**.
 If “Yes” to either 2.a. or 2.b. above, then this form is required. If “No”, this form is not required.

LEASED EMPLOYEE AFFIDAVIT

The undersigned hereby certifies on behalf of the Subrecipient, that:

- A. The Subrecipient hereby certifies that it has workers’ compensation coverage for all of my workers through the employee leasing arrangement specified below:
 - Name of Employee Leasing Company:** _____
 - Workers’ Compensation Carrier:** _____
 - A.M. Best Rating of Carrier:** _____
 - Inception Date of Leasing Arrangement:** _____
- B. The Subrecipient understands that its contract with the employee leasing company limits its workers’ compensation coverage to enrolled worksite employees only and that the Subrecipient’s leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure. Accordingly, the Subrecipient affirms that 100% of its workers are covered as worksite employees with the employee leasing company.
- C. The Subrecipient further certifies that it does not hire any casual or uninsured labor outside the employee leasing arrangement and hereby agrees to notify the County in the event that it has any workers not covered by the employee leasing workers’ compensation policy. In the event that the Subrecipient has any workers not subject to the employee leasing arrangement, the Subrecipient hereby agrees to obtain a separate workers’ compensation policy to cover such workers. The Subrecipient further agrees to provide the County with a certificate of insurance providing proof of workers’ compensation coverage prior to such workers entering the County’s worksite or performing any obligation pursuant to this Agreement.
- D. The Subrecipient hereby agrees to notify the County if its employee leasing arrangement terminates with the employee leasing company and it understands that it is required to furnish proof of replacement workers’ compensation coverage prior to the termination of the employee leasing arrangement and further agrees to notify the County in the event that it switches employee-leasing companies.
- E. The Subrecipient hereby acknowledges that it has an obligation to supply an updated workers’ compensation certificate to the County that documents the change of carrier.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Authorized Signature: Bethany Stone
Printed Name: Bethany Stone

Date: 9-6-2024
Title: Chief Operating Officer

**Exhibit Index
Coversheet**

Exhibit No.	Exhibit Title
A	Reimbursement Request Minimum Information and Supporting Documentation
A1	Reimbursement Request Coversheet
B	Federally Required Contract Provisions
C	Subrecipient Monitoring Tool

Exhibit A
Reimbursement Request Minimum Information
and Supporting Documentation

Exhibit Page 1 of 2

Reimbursement Requests shall be submitted by the Subrecipient in compliance with the terms and conditions of this Agreement, including but not limited to the provisions of **Article 7: Reimbursement Requests**. Additionally, in order to be reimbursable, costs be funding-eligible under the Agreement and must be allowable under the Federal Award and the federal cost principles found in 2 CFR 200, Subpart E (“**Cost Principles**”), subject to any additional guidance or directives provided by the Federal Awarding Agency.

For the purposes of this exhibit, “**vendor**” shall mean any entity to which the Subrecipient made payment using any portion of the federal financial assistance provided pursuant to this Agreement. This includes but shall not be limited to: contractors, consultants, subrecipients, retailers, wholesalers, suppliers, etc.

All Reimbursement Requests should use the coversheet attached to as “**Exhibit A1**” and shall otherwise contain the following information:

A. Costs Related to Services

1. Name of vendor
2. Itemized description of services performed
3. Date(s) service performed
4. Billing method for services
5. Documentation supporting the completion of services (material and labor costs, etc.)
6. Line item or budget category from which reimbursement is being requested
7. Copies of vendor invoices and copies of checks issued by the Subrecipient (or other verifiable proof of payment)

B. Costs Related to Goods, Equipment, and Supplies

1. Name of vendor
2. Item description
3. Quantity purchased
4. Unit price
5. Total price (per item)
6. The total amount of invoice (all items)
7. Line item or budget category from which reimbursement is being requested
8. Copies of vendor invoices and copies of checks issued by the Subrecipient (or other verifiable proof of payment)

C. Costs Related to Subrecipient’s Salaries/Wages and Fringe Benefits

1. The Subrecipient shall list personnel charged, position classification, direct salaries rates, and approved certificate of effort report/payroll distribution form for each employee in accordance with 2 CFR § 200.430.
2. If employee works multiple projects (does not dedicate 100% of their time to this Subaward):
 - a. Employee effort report/payroll distribution form (capturing the total effort the employee worked on each project and associated payroll cost distribution)
 - b. Identify in the payroll ledger which employee work multiple projects
3. If employee work 100% of the time in this Subaward:
 - a. Identify in the payroll ledger which employee work 100% of their time in the projects Salaries, wages, and fringe expenses to this federal Subaward must be based on records of actual work performed.
 - b. The invoice must be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; example; payroll accounting ledger, time cards, personnel cot distribution, etc. In addition, all salaries/wages and fringe must reflect the total activity for which the employee is compensated by the Subrecipient, not exceeding 100% of compensated activities.

Exhibit A
Reimbursement Request Minimum Information
and Supporting Documentation

Exhibit Page 2 of 2

4. For employees working 100% percent of time for this Subaward, the Subrecipient should provide its payroll ledger. For employees working multiple projects, the Subrecipient should provide effort report/payroll distribution forms showing total effort the employee spent on each activity (for this Subaward and all other work) and associated payroll cost distribution for each activity.

D. Costs Related to Construction or Improvement to Real Property

The Subrecipient must submit AIA forms G702 and G703, which are standard use in the capital improvement project industry and which include the original *Subaward Budget* amount that was set aside for the costs of construction or improvements in "**Attachment 3**" and from any additional funding sources (if any), amount requested to date, current billing amount, and balance of funding – all of which is to be listed by line item.

E. Other Costs

Documentation related to any other costs not included in this exhibit must be sufficient enough so that the County, using its sole discretion, is able to verify that the cost was actually incurred by the Subrecipient and that such cost was funding-eligible under the Agreement and otherwise allowable under the Federal Award and the federal cost principles found in 2 CFR 200, Subpart E ("**Cost Principles**"), subject to any additional guidance or directives provided by the Federal Awarding Agency.

**Exhibit A1
Reimbursement Request Coversheet**

Exhibit Page: 1 of 1

Subrecipient: Orange County Library District

Contract No.: Y25-2400 **Reimb. Freq.:** Quarterly

P.O. No.: _____ **Reimb. Period:** **Start Date:** _____

Approved Amount: \$50,000.00 **End Date:** _____

SUBRECIPIENT PAY-TO ADDRESS: _____

Subtotal Services:	\$
Subtotal Goods, Equipment, and Supplies:	\$
Subtotal Salaries/Wages and Fringe Benefits:	\$
Subtotal Construction/Improvements:	\$
Subtotal Other:	\$
Subtotal Indirect Costs (if applicable):	\$
Total Reimbursement Requested:	\$

No. Requests to Date: _____ **Total Requested to Date:** \$ _____

Total Disbursed to Date: \$ _____ **Remaining Balance:** \$ _____

By submitting this report, the Subrecipient certifies that the documentation indicated below is attached to this Reimbursement Request Coversheet and that such attached documentation is hereby incorporated into this report:

1. Progress Report associated with the Reimbursement Period
2. Itemized Reimbursement Request
3. Minimum Supporting Documentation

Please note that this Reimbursement Request cannot be accepted by the County if any of the above-listed documentation is missing. See the terms and conditions of the Agreement for more information, including but not limited to those found in Article 7: Reimbursement Requests.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Preparer Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Exhibit B
Federally Required Contract Provisions

Exhibit Page: 1 of 2

Appendix II to Part 200 –

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal Awarding Agency and the County, the Subrecipient must itself comply with the following as applicable and all contracts made by the Subrecipient using federal financial assistance provided under this Agreement must contain provisions covering the following as applicable:

- (a) **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (b) **All contracts in excess of \$10,000** must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (c) **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (d) **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal Awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal Awarding agency.
- (e) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

Exhibit B
Federally Required Contract Provisions

Exhibit Page: 2 of 2

dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (f) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (g) **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal Award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (h) **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (i) **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the non-Federal Award.
- (j) See 2 CFR § 200.323 – **Procurement of Recovered Materials.**
- (k) See 2 CFR § 200.216 – **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**
- (l) See 2 CFR § 200.322 – **Domestic Preferences for Procurements.**

**Exhibit C
Subrecipient Monitoring Tool**

Exhibit Page: 1 of 1

Federal Recipient: Orange County, Florida **Contract No.:** Y25-2400
Subrecipient: Orange County Library District
Federal Award. Agency: U.S. Department of the Treasury
Federal Award ID No: HR 1319, Title IX, Subtitle M, Section 9901
Assisted Listings Info.: Coronavirus Local Fiscal Recovery Fund (No.: 21.027)
Tasks/Objectives: See: "Attachment 2" of Agreement.

Requirements	Compliance			Comments
	Yes	No	N/A	
A. Agreement Requirements				
B. Applicable Laws and Standards				
C. Accountability				
D. Internal Accounting				
E. Personnel and Payroll				
F. Indirect Costs				
G. Inventory and Other Controls				

Monitoring Summary

Monitoring Date: _____ **Monitoring Method:** _____

Notes: _____

Findings (if any): _____

Letter of Findings Issued? Yes No

Monitor Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

INTERNAL TABLE – FOR COUNTY INTERNAL USE ONLY

NOTE TO COUNTY STAFF: If there were findings then a Letter of Finding must be issued in accordance with **Article 14: Monitoring Requirements**. County staff must then document the follow-up steps taken to resolve any such findings and keep such documentation in the Agreement file.

Attachment Index	
Attachment No.	Attachment Title
1	Required Information for Federal Subawards
2	Subaward Tasks and Objectives
3	Subaward Budget

Attachment 1
Required Information for Federal Subawards

Attachment Page: 1 of 1

Federal Requirements	Subaward-Specific Information	
Subrecipient Name (registered name in SAM.gov)	Orange County Library District	
Subrecipient's Unique Entity Identifier	HCRHDVZ84117	
Federal Award Identification Number (FAIN)	HR 1319, Title IX, Subtitle M, Section 9901	
Federal Award Date	05/19/2021	
Subaward Period of Performance Start and End Date	Start: 10/31/2024	End: 12/15/2026
Federal Award Budget Period Start and End Date	Start: 03/03/2021	End: 12/31/2026
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the Subrecipient	\$50,000.00	
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current financial obligation	Unknown	
Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity	\$50,000.00	
Federal Award Project Description	Provision of a vehicle to the Orange County Library System for Expanded Digital Literacy Training Programs. See: <i>Subaward Tasks and Objectives</i> attached as " Attachment 2 " for more information.	
Name of Federal Awarding Agency	U.S. Department of the Treasury	
Name of Pass-Through Entity	Orange County, Florida	
Pass-Through Entity's Awarding Official Contact Information	Name: Simone Babb Email: simone.babb@ocfl.net	
Assistance Listings Number and Name	Number: 21.027 Name: Coronavirus Local Fiscal Recovery Fund (CLFRF)	
Is the Subaward R&D related?	No	
Is there an indirect cost rate for the Subaward?	Yes	
Requirements of the Federal Award imposed on the Subrecipient?	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on Subrecipient in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the Subrecipient must permit the Pass-Through Entity and auditors to have access to the Subrecipient's records and financial statements?	Yes, see: Article 13: Records Management and Article 15: Audit Requirements .	
Are there appropriate terms and conditions concerning closeout of the Subaward?	Yes, see: Article 16: Subaward Closeout .	

Required Pursuant to 2 CFR § 200.332

1. Introduction

This Subaward was issued from the American Rescue Plan Act of 2021 (“**ARPA**”) Coronavirus Local Fiscal Recovery Fund (the “**Recovery Fund**” or “**Federal Award**”) allocation received by the County on May 18, 2021. It is in accordance with ARPA, Section 603 of the Social Security Act, and the Final Rule and guidance (collectively, the “**Final Rule**”) published by the U.S. Department of the Treasury (the “**Treasury**” or “**Federal Awarding Agency**”) on January 27, 2022.

2. Project Information

2.1 Project Title

Orange County Library System Vehicle Provision for Expanded Digital Literacy Training Programs (the “**Project**”)

2.2 Project Summary

A. Background

Orange County Library leadership team has identified access to transportation as a major barrier for its trainers to administer programs in our communities. Providing the necessary funding to purchase and own a vehicle through their dedicated procurement process is a crucial step in enhancing digital literacy and digital enablement goals.

Orange County seeks to provide funding for the Orange County Library System to procure a vehicle through its dedicated procurement process. This vehicle will serve as a versatile tool, allowing trainers to respond quickly to community needs, deliver and administer training programs directly to communities, especially in underserved areas. By bringing educational resources and workforce training directly to where people live, we can significantly reduce barriers to access, enabling more residents to benefit from educational and digital literacy programs.

B. Subrecipient Responsibilities

The Subrecipient will:

1. Manage the procurement process for the vehicle.
 - I. Procurement of a new, reliable and fuel-efficient vehicle to administer digital literacy and expanded training programs.
 - II. 1 Vehicle will provide with sufficient seating capacity for trainers, participants, storage for training materials and equipment.
2. Work with Orange County on opportunities for Library training staff to engage in new and existing digital literacy training and curriculum for community offerings. This includes evaluating curriculum and scheduling literacy training throughout various Community Centers. The County’s existing digital literacy training offering will be administered with reporting conducted through December 15, 2026.
3. Ensure the vehicle is used primarily for the purpose of administering training programs.

4. Provide Vehicle Usage reports outline the training program utilization information and locations where training programs were administered.

The Subrecipient will work closely with the County's Innovation and Technology Office to ensure that every quarter a comprehensive report will be generated to detail the utilization of the vehicle, and the purpose of each Library trainer's use.

2.3 Overall Project Objective(s) – Task-Specific Objectives Noted with Each Task Below

The project objective is to provide funding so that the Orange County Library System can procure a vehicle to expand the ability for its trainers to travel to more locations and deliver additional digital literacy and skills training to residents.

By providing expanded accessibility to transportation for Library training staff, the County will continue to advance its economic development initiatives, by addressing the widespread challenges faced by the County's disadvantaged residents regarding workforce development, accessibility to telehealth services, opportunities to upskill, acquiring digital literacy skills, remote work, and education opportunities.

3. Project Funding-Eligibility Justification

3.1 Generally

This Project is a government service funded through the revenue recovered by Orange County, Florida, pursuant to the Federal Award's "Revenue Recovery" process.

4. Subrecipient Information

The Subrecipient, Orange County Library System, is an Orange County, Florida based nonprofit that focuses on promoting learning, and fostering creativity, and collaboration to improve the lives of those in the community. Its headquarters is in Orlando, Florida.

5. Subrecipient Tasks

In completing the Project contemplated in this "Attachment 2", the Subrecipient shall perform the following tasks:

5.1 Task #1

A. Task:	Provision of funding to Orange County Library System to procure a new vehicle to administer literacy training.
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B: Task Description:

Manage through its own procurement process a new vehicle for use by Orange County Library System staff to administer digital literacy training and expanded skills training to residents.	
C. Task-Related Project Beneficiary Eligibility Requirements:	
Vehicle may only be used by Eligible Nonprofit Partners that meet the criteria noted in the “ Eligible Nonprofit Partner Criteria ” provision above.	
D. Additional Requirements:	<ul style="list-style-type: none"> • Subrecipient will ensure vehicle is used for administering digital training. • Subrecipient will coordinate with the County for appropriate use.
E. Timeline:	September 30, 2024 – December 15, 2026
F. Outcomes:	<ol style="list-style-type: none"> 1. Successful execution of County programs that provide digital literacy and skills training. 2. Enable Library staff to better administer existing and new digital literacy and skills training programs through availability of new vehicle.
G. Performance Measures:	<p>Task #1 Specific Performance Measures:</p> <ol style="list-style-type: none"> 1. Procurement of a new vehicle for providing expanded training services. 2. Quarterly summary status report of the vehicle.

5.2 Task #2

A. Task:	Identify existing and new digital literacy and skills training programs where use of the vehicle is needed for Library training staff to provide additional training.
B. Task Description	
<p>Ensure that Library training staff coordinate efforts for existing and new digital literacy and skills training.</p> <p>Work with Orange County Innovation office to identify ways Library training staff can engage in existing and new digital literacy and skills training programs offered throughout the county. In addition, serve as an additional location where residents can access training.</p>	
C. Task-Related Project Beneficiary Eligibility Requirements:	
Use of vehicle is limited to the above scope of services; any other use is expressly declared to be such by the County's Chief Innovation Officer in writing.	
D. Additional Requirements:	Identify opportunities for Library staff to engage with new and existing training initiatives. Serve as an additional location to administer training to residents.
E. Timeline:	Ongoing from September 30, 2024 – December 15, 2026.
F. Outcomes:	Successful Project administration through proper management and monitoring of engagement with new and existing digital training and skills training.
G. Performance Measures:	<p>Task #2 Specific Performance Measures:</p>

	<ol style="list-style-type: none"> 1. Identify programs where Library Training Staff can engage. 2. Engage on opportunities to use the Library locations and Library curriculum as additional resources to administer training to residents. <p>See Section 6.2 General Performance Measures below.</p>
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6. Additional Information

6.1 General Additional Requirements

N/A

6.2 General Performance Measures

- A. Procure a vehicle with sufficient room for storage training materials and staff.
- B. Timely reporting of vehicle use, maintenance, and status.
- C. Engage on opportunities to use the Library locations and Library curriculum as additional resources to administer training to residents.

7. Project Schedule

The Subrecipient shall adhere to the following Project Schedule, the deadline dates of which may be adjusted by County Liaison at their own discretion. Such adjustment shall be in writing and may be completed without formal amendment to this Agreement so long as the adjusted dates remain within the Subaward Period of Performance.

Project Schedule		
Deliverable	Task/ Subtask No.	Deadline
Procure vehicle from dealer.	Task #1	90 calendar days from grant approval.
Identify existing or new digital literacy and skills training programs where the vehicle is needed for Library training staff	Task #2	Ongoing each quarter through December 15, 2026

Subrecipient:
 County Contract No:
 Federal Award ID:

Orange County Library System
 Y25-2400
 HR1319, Title IX, Subtitle M, Section 9901

Subaward Budget

Part 1 of 4: Direct Costs		
Budget Sheet A		
Supplies		\$0.00
Equipment		\$0.00
Rental Costs		\$0.00
Budget Sheet B		
Personnel		\$0.00
Travel		\$0.00
Budget Sheet C		
Participant Support Costs		\$0.00
Patient Care Costs		\$0.00
Tuition & Scholarships		\$0.00
Budget Sheet D		
Capital Expenditures		\$39,825.00
Budget Sheet E		
Services		\$9,250.00
Other		\$0.00
Total Direct Costs:		\$49,075.00

Part 2 of 4: Modified Total Direct Costs (See: 2 CFR § 200.1)		
Exclusions		
Equipment		\$0.00
Participant Support Costs		\$0.00
Patient Care Costs		\$0.00
Tuition & Scholarships		\$0.00
Capital Expenditures		\$39,825.00
Rental Costs		\$0.00
Total Exclusions:		\$39,825.00
Inclusions		
Personnel Costs		\$0.00
Services		\$9,250.00
Supplies		\$0.00
Travel		\$0.00
Total Inclusions:		\$9,250.00
Remainder		
Other		\$0.00
Total Remainder (\$25,000.00 Limit):		\$0.00
Modified Total Direct Costs (Inclusions + Remainder):		\$9,250.00

Part 3 of 4: Indirect Costs		
Indirect Cost Rate	10.00%	\$925.00
Total Indirect Costs:		\$925.00

Part 4 of 4: Total Subaward Budget (Amount Not to Exceed)		
Total Direct Costs		\$49,075.00
Total Indirect Costs		\$925.00
Total Subaward Budget:		\$50,000.00

Appendix 1

OMB Approved No.: 1505-0271
Expiration Date: 11/30/2021


U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Orange County Government 201 South Rosalind Avenue Orlando, Florida 32801-3527	DUNS Number: 064797251 Taxpayer Identification Number: 596000773 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:


Authorized Representative:
Title: Orange County Mayor
Date signed: 5/11/21

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Appendix 1

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. 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.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Appendix 1

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

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- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
16. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

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financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

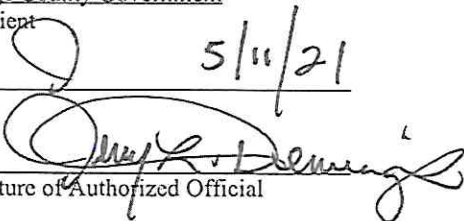
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Orange County Government

Recipient

Date

Signature of Authorized Official

 5/11/21

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

THIS SECTION TO BE COMPLETED BY ORANGE COUNTY REPRESENTATIVE

SUBAWARDEE LEGAL NAME: _____

SUBAWARD #: _____ EXPENDITURE CATEGORY#: _____ A/L UNIT#: _____

PROJECT NAME: _____

THIS SECTION TO BE COMPLETED BY THE SUBAWARDEE REPRESENTATIVE

Instructions: Complete and submit this form to the County by the 10th of each month, for the prior month's progress. Complete performance data only for your identified Project Expenditure Category.

DATE: _____ REPORTING PERIOD: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

STATUS OF PROJECT: NOT STARTED _____ COMPLETED LESS THAN 50% _____

 COMPLETED 50% OR MORE _____ COMPLETED _____

PLEASE EXPLAIN: _____

DESCRIBE PROJECT ACTIVITIES (completed for the reporting month only): _____

WHERE APPLICABLE, COMPLETE THE PERFORMANCE DATA BELOW FOR THE EXPENDITURE CATEGORY IDENTIFIED ABOVE, FOR THE REPORTING PERIOD ONLY.

ASSISTANCE TO HOUSEHOLDS (EC 2.1 – 2.8)

- NUMBER OF HOUSEHOLDS SERVED: _____

ASSISTANCE TO HOUSEHOLDS (EC 2.2, 2.15 – 2.18):

- NUMBER OF HOUSEHOLDS RECEIVING EVICTION PREVENTION SERVICES (INCLUDING LEGAL REPRESENTATION): _____
- NUMBER OF AFFORDABLE HOUSING UNITS PRESERVED OR DEVELOPED: _____

ASSISTANCE TO UNEMPLOYED OR UNDEREMPLOYED WORKERS (EC 1.11 and 2.10):

- NUMBER OF WORKERS ENROLLED IN SECTORAL JOB TRAINING PROGRAMS: _____
- NUMBER OF WORKERS COMPLETING SECTORAL JOB TRAINING PROGRAMS: _____
- NUMBER OF PEOPLE PARTICIPATING IN SUMMER YOUTH EMPLOYMENT PROGRAMS: _____

HEALTHY CHILDHOOD ENVIRONMENTS (EC 2.11 – 2.14):

- NUMBER OF CHILDREN SERVED BY CHILDCARE AND EARLY LEARNING SERVICES (PRE-SCHOOL/ PRE-K/ AGES 3-5): _____
- NUMBER OF FAMILIES SERVED BY HOME VISITING: _____

EDUCATION ASSISTANCE (EC 2.14, 2.24 – 2.27):

- LIST THE NATIONAL CENTER FOR EDUCATION STATISTICS (“NCES”) SCHOOL ID OR NCES DISTRICT ID FOR ANY SCHOOLS WITHIN A SCHOOL DISTRICT THAT RECEIVED FINANCIAL ASSISTANCE UNDER THIS PROJECT: _____
- NUMBER OF STUDENTS PARTICIPATING IN EVIDENCE-BASED TUTORING PROGRAMS: _____