

SUBRECIPIENT AGREEMENT

BETWEEN CITY OF FORT PIERCE AND ST. LUCIE COUNTY

THIS AGREEMENT is entered this ____ day of _____, 2026 by and between the CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation (the "Grantee"), name St. Lucie County, a political subdivision of the State of Florida (the "Subrecipient").

I. RECITALS

WHEREAS, Grantee has received Community Development Grant (CDBG) funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, the Grantee and Subrecipient recognize the public benefit of collaborating on the restoration, improvement, renovation, and development of the Arthur Lee Boatwright Pool, located at 1211 Avenue M, Fort Pierce, Florida 34950, to support aquatic recreation, promote health and wellness, provide youth and community programming, and enhance recreational opportunities for residents and visitors; and,

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to carry out a part of the Grantee's Federal award by committing \$300,000.00 of the Grantee's Federal award, pursuant to this Subrecipient Agreement (the "Agreement").

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

II. SCOPE OF SERVICE

A. Activity

Subrecipient shall use the funding for restoration, improvement, renovation, and development of the Arthur Lee Boatwright Pool, located at 1211 Avenue M, Fort Pierce, Florida, 34950, including related aquatic and recreational improvements that support health and wellness, youth and community programming, and recreational opportunities for residents and visitors (the "Project").

B. Monitoring

The Grantee shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities.

The Subrecipient shall submit regular quarterly progress and financial reports to the Grantee in a mutually acceptable format.

III. PERIOD OF PERFORMANCE AND TERM

The period of performance for Subrecipient, meaning the time during which the Subrecipient may incur new obligations to carry out activities under this Agreement, shall start on the day this Agreement is fully executed by the parties and end two years from that date, subject to extension or termination.

This Agreement and its terms and conditions shall remain in effect during any period that the Subrecipient has control over CDBG funds provided through this Agreement.

IV. BUDGET

The Grantee has allocated an amount not to exceed \$300,000.00 in CDBG funds for eligible costs associated with the Project described in Section II of this Agreement.

The parties acknowledge that, as of the effective date of this Agreement, final project costs have not been established because the Project has not completed the applicable procurement and bidding process. Accordingly, a final detailed project budget is not available at the time of execution of this Agreement.

Following completion of the applicable procurement process and establishment of project costs, the Subrecipient shall provide the Grantee with a detailed project budget identifying the costs proposed for reimbursement with CDBG funds. All costs charged to this Agreement must be eligible, allowable, reasonable, and allocable in accordance with applicable CDBG requirements and the terms of this Agreement.

In no event shall CDBG expenditures under this Agreement exceed \$300,000.00 unless otherwise authorized through a written amendment executed by both parties.

V. PAYMENTS

A. Payments

The Subrecipient shall submit to the Grantee requests for payment for eligible activities under this Agreement (the 'Request for Payment'). Each Request for Payment shall be in a mutually agreeable format.

The Grantee shall pay to the Subrecipient CDBG funds available under this Agreement based upon information submitted by the Subrecipient for allowable costs associated with the Project and permitted under this Agreement. Following establishment and approval of the detailed project budget pursuant to Section IV, requests for payment shall also be consistent with the approved project budget.

VI. AMENDMENTS AND TERMINATION

A. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are approved at the appropriate level by Grantee and Subrecipient and are signed in writing by a duly authorized representative of the Grantee and the Subrecipient. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement unless otherwise agreed.

B. Suspension or Termination

The Grantee may terminate this Agreement, in whole or in part, upon ninety (90) days' written notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, includes (but is not limited to) the following:

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

The Grantee shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Grantee retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the Grantee any improper expenditures no later than thirty (30) days after the date of termination. Subrecipient shall be allowed to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

This Agreement may also be terminated in whole or in part by either the Grantee or the Subrecipient with at least 30 days' written notice, or based upon Agreement by both the Grantee and the Subrecipient. Termination shall not affect any rights, obligations, or liabilities of the parties that accrued prior to the effective date of such termination. Subrecipient shall be reimbursed for all allowable expenses incurred prior to the effective date of termination.

Upon termination of this Agreement, neither party shall incur any new obligations under this Agreement after the effective date of termination unless otherwise agreed in writing by the parties. Any funds previously committed, obligated, or encumbered may continue to be expended solely for the purpose of satisfying those obligations, subject to the terms and conditions of this Agreement and all the applicable federal, state, and local requirements.

VII. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD

The CDBG funds available to the Subrecipient through this Agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This Agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

A. General Compliance

The Subrecipient shall comply with all applicable federal, state, and local requirements associated with the use of HUD CDBG funds, including any reporting, recordkeeping, procurement, labor standards, and other requirements as may be applicable to the Project and funding source. Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of the Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG funds in complying with its obligations under this Agreement, regardless of whether CDBG funds are made available to the Subrecipient on an advance or reimbursement basis.

B. Drug-Free Workplace

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

(i)

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient has complied with this Agreement.

2. Access to Records

"As required by 2 CFR 200.331(a)(5), the Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet its audit requirements under the Federal award.

3. Record Retention and Transmission of Records to the Grantee

Prior to closeout of this Agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this Agreement met the requirements of the Federal award.

The parties acknowledge that each is a public agency subject to Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution. Records made or received by either party in connection with this Agreement, including records related to the administration and expenditure of HUD CDBG funds, shall be maintained and disclosed in accordance with applicable federal, state, and local laws and regulations governing public records and grant administration. Nothing contained herein shall be construed as limiting either party's obligations under Florida's Public Records Act or creating an exemption from public disclosure not otherwise provided by law.

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

- (i) Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b) (7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this Agreement must be retained for 3 years after final disposition;
- (ii) Records for individual activities for which there are outstanding loan balances, other

- receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
- (iii) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
 - (iv) When the Subrecipient is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.18, the oversight agency for audit as defined in 2 CFR 200.73, the cognizant agency for indirect costs as defined in 2 CFR 200.19, or the Grantee, the Subrecipient shall extend the retention period consistent with the notification;
 - (v) When records are transferred to or maintained by HUD or the Grantee, the 3-year retention requirement is not applicable to the Subrecipient;
 - (vi) (If the Grantee is required to report on program income after the period of performance) The retention period for the records pertaining to the earning of the program income (as defined in this Agreement) starts from the end of the Grantee's fiscal year in which the program income is earned; and
 - (vii) For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:
 - a. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - b. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Grantee) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.]

4. Client Data and Other Sensitive Information

The Subrecipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

The Subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the Grantee designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.”

- D. The parties acknowledge that each is an agency subject to Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution. Each party shall maintain all records made or received in connection with this Agreement in accordance with applicable federal, state, and local laws governing public records.
- E. Nothing contained in this Agreement shall be construed to limit either party's obligations under Chapter 119, Florida Statutes, or to create an exemption from public disclosure not otherwise provided by law. Each party shall be independently responsible for responding to public records requests for records within its custody or control and for asserting any applicable exemptions or claims of confidentiality authorized by law.

To the extent this Agreement or records created or maintained pursuant to this Agreement are subject to both federal recordkeeping requirements and Florida's Public Records Act, the parties shall comply with both, including any applicable record retention requirements imposed by federal law, state law, and the Florida Department of State's records retention schedules.

F. Close-out

The Subrecipient shall closeout its use of the CDBG funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

G. Audits, Inspections, and Monitoring

1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

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

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

This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits,

on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521.

3. Corrective Actions

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

H. Environmental Conditions

Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

[Remainder of page intentionally left blank.]

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Subrecipient Agreement, which shall be effective as of the date of execution hereof on behalf of the Grantee.

GRANTEE

BY: _____
(SIGNATURE)

NAME: LINDA HUDSON

TITLE: MAYOR

DATE: _____

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

INTERIM CITY ATTORNEY

COUNTERSIGNED: _____
FINANCE OFFICER OR CONTRACT COMPLIANCE OFFICER

SUBRECIPIENT

BY: _____
(SIGNATURE)

NAME: JAMIE FOWLER

TITLE: ST. LUCIE COUNTY BOCC CHAIR

DATE: _____

ATTEST: _____
DEPUTY CLERK

APPROVED AS TO FORM AND LEGAL CORRECTNESS:

COUNTY ATTORNEY