

SUBRECIPIENT AGREEMENT BETWEEN
HOPE DESOTO LONG TERM RECOVERY GROUP, INC
AND
DESOTO COUNTY

THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as the “Agreement”) is made this ____ day of _____, 2025, by and between **HOPE DESOTO LONG TERM RECOVERY GROUP, INC.**, a Florida not-for-profit corporation, whose FEIN is 92-3427084 (hereinafter “Hope DeSoto”), and **DESOTO COUNTY**, a political subdivision of the State of Florida (hereinafter “County”). Collectively, Hope DeSoto and the County shall be referred to as “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Hope DeSoto applied for and received a grant award from the Suncoast Disaster Recovery Fund through Community Foundation of Sarasota County (the “Original Grantor”) for the purposes of supporting unmet needs for survivors of Hurricane Ian and to construct a storage building to house supplies for Hurricane Ian home repair projects (Grant Reference No. 20251825); and

WHEREAS, there exists a particular need in DeSoto County for a storage building specifically used for the storage of disaster recovery and resilience equipment, materials, and tools in DeSoto County, not limited to Hurricane Ian, but also for other past and anticipated future storm events; and

WHEREAS, Hope DeSoto wishes to provide a portion of the aforementioned grant funds to the County to pay a portion of the costs for the County to construct a storage building for said purposes; and

WHEREAS, the County anticipates entering a separate facility joint use agreement with Hope DeSoto concerning the Hope DeSoto’s use of any resulting storage building constructed by the County; and

WHEREAS, the purpose of this Agreement is to provide for a sub-award of financial assistance obtained by Hope DeSoto under their Grante Agreement with Community Foundation of Sarasota County (Grant Reference No. 2025182) in the amount of \$50,0000.00 to assist the County in the construction of a storage building for the purpose of storing disaster recovery and resilience equipment, materials, and tools, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

SECTION 1. RECITALS. The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference.

SECTION 2. GENERAL.

In performing under this Agreement, Hope DeSoto and the County do hereby agree to fully comply with the terms and conditions set forth in this Agreement.

SECTION 3. TERM.

This Agreement shall begin upon full execution by both Parties (the “Effective Date”) and shall remain in effect until May 1, 2035 (the “Termination Date”) unless terminated earlier in accordance with Section 7.

SECTION 4. ELIGIBLE COSTS; SUPPORTING DOCUMENTATION

- A. Subject to the terms and conditions of this Agreement, within fifteen (15) days of the Effective Date of this Agreement, Hope DeSoto shall make a direct cash payment to the County of \$50,000.00, which funds shall be used by the County solely to cover eligible and allowable costs related to the construction and installation of a storage building (approximately +/- 2,000 sq. feet), to be located on County property, for the purpose of storing disaster recovery and resilience equipment, materials, and tools for any hurricane, storm or disaster related events (the "Storage Building"). As used herein, costs of construction shall also include any costs related to design, permitting, materials, labor, consultants, earthwork, or any other activities in furtherance of construction of the Storage Building.
- B. It is understood and agreed that the Storage Building to be constructed with funding by this Agreement shall be for storage purposes only as set forth herein and in the Joint Use Agreement, and there will be no electricity, water, or other utilities available to the Storage Building.
- C. The County agrees to construct the Storage Building and Hope DeSoto agrees and understands that the Storage Building constructed with the funding provided for herein shall be the sole property of the County, and title to the Storage Building shall remain with the County.
- D. In the event the Storage Building is destroyed by force majeure event, which shall include an act of God, act of the public enemy, war, public riot, lightning, fire, flood, vandalism, or explosion, through no fault of the County, the County shall have no obligation to rebuild or replace the Storage Building, nor refund any sums provided for herein.
- E. Upon the County's expenditure of 100% of the total amount described in Section (4)(A) above, the County shall submit supporting documentation to Hope DeSoto demonstrating that all funds have been expended on eligible and allowable costs consistent with paragraph Section (4)(A) above.
- F. The County shall have no direct liability or obligation to the Original Grantor. County's sole obligations are to Hope DeSoto for the funds received under this Agreement. The County shall not be responsible for any repayment obligations to the Original Grantor, nor will the County be held accountable for any actions or failures of Hope DeSoto or Original Grantor.

SECTION 5. JOINT USE AGREEMENT

The County's receipt of the grant funding set forth in Section (4)(A) is contingent upon the Parties entering into a separate joint use agreement that will govern the Parties' respective use of the Storage Building constructed with the aforementioned grant funding. If the Parties are unable to obtain a fully executed joint use agreement within fourteen (14) days of the Effective Date of this Agreement, then this Agreement shall become null and void.

SECTION 6. INDEMNIFICATION.

To the fullest extent permitted by law, Hope DeSoto shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom) arising out of or resulting from this Agreement. It is specifically agreed by and between

the Parties that, in accordance with section 768.28 Florida Statutes, neither Party waives any defense of sovereign immunity.

SECTION 7. DEFAULT; TERMINATION.

A. Termination for Cause. Either Party may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by the other Party in this Agreement, shall at any time be false or misleading in any respect, or in the event of the failure of the non-breaching Party to comply with the terms and conditions of this Agreement.

Prior to termination, the non-breaching Party shall provide fifteen (15) days' written notice of its intent to terminate and shall provide the breaching Party an opportunity to consult with the non-breaching Party regarding the reason(s) for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with twenty (20) days written notice.

C. Termination due to Unavailability of Funds. In the event funding by the County contemplated to cover the remaining costs of the Storage Building's construction is either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to Hope DeSoto and any unspent grant funds will be reimbursed by the County to Hope DeSoto.

D. Effect of Termination. Except as otherwise provided for in this Agreement, grant funds expended by the County prior to termination of this Agreement shall not be reimbursable to Hope DeSoto.

SECTION 8. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified herein. This Section shall not preclude routine communication by the Parties by other means.

Hope DeSoto
Jennifer Bowser
Board Chair
P.O. Box 2780 Arcadia, FL 34265
863-202-9795
ed@habitatdesoto.org

County
County Administrator
201 E Oak Street, Suite 201
Arcadia, FL 34266
863-993-4800
m.hines@desotobocc.com

SECTION 9. PUBLIC RECORDS. Hope DeSoto shall be required to comply with the following requirements under Florida's Public Records Law:

A. Hope DeSoto shall keep and maintain public records required by the County related to this Agreement.

B. Upon request from the County, Hope DeSoto shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Hope DeSoto shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Hope DeSoto does not transfer the records to the County.

D. Hope DeSoto shall, upon completion of the contract, transfer, at no cost, to the County all public records in possession of Hope DeSoto or keep and maintain public records required by the County to perform the service. If Hope DeSoto transfers all public records to the County upon completion of the contract, Hope DeSoto shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Hope DeSoto keeps and maintains public records upon completion of the contract, Hope DeSoto shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Hope DeSoto to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF HOPE DESOTO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HOPE DESOTO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBICC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

SECTION 10. AMENDMENTS.

All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

SECTION 11. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in DeSoto County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

**HOPE DESOTO LONG TERM
RECOVERY GROUP, INC**

DESOTO COUNTY, FLORIDA

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Print Name and Title

Print Name and Title

Approved as to form
and legal sufficiency on behalf of the
County:

Valerie Vicente, County Attorney

Exhibit A

