

**SUBRECIPIENT AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND  
THE CITY OF EUSTIS  
FOR DISBURSEMENT OF AMERICAN RESCUE PLAN ACT FUNDS  
FOR THE CONVERSION OF SEPTIC SYSTEMS TO CITY SEWER FOR  
JOHNSON’S POINT PROJECT**

**THIS SUBRECIPIENT AGREEMENT** (“Agreement”) is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County” and the **CITY OF EUSTIS**, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the “City,” each a “Party” and collectively, the “Parties.”

**WHEREAS**, the County has been awarded funds in the amount of \$71,308,368.00 pursuant to the American Rescue Plan Act of 2021 (ARPA), Public Law No. 117-2, Title IX, Part 8, Subtitle M (March 11, 2021) and codified at 42 USC 802 and 803, known as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), and implemented by the U.S. Department of Treasury’s 2021 Interim Final Rule, 2022 Final Rule, and 2023 Interim Final Rule at 31 CFR Part 35; and

**WHEREAS**, the U.S. Department of Treasury as the administering federal agency of the SLFRF has updated 31 CFR Part 35 to provide descriptions of various eligible uses of funds; and

**WHEREAS**, the Treasury allows for SLFRF funds to be transferred to constituent units of government, nonprofit, or private entities, who shall be considered a subrecipient and expected to comply with all subrecipient reporting requirements; and

**WHEREAS**, the expenditure of funds under this Agreement for the purpose of making necessary improvements to existing wastewater infrastructure in order to replace decentralized wastewater treatment systems in the Johnson’s Point subdivision, located in the City of Eustis, is an allowable use under 31 CFR Part 35, and City has represented to the County that its Project meets the additional eligibility requirements under 33 USC 1383 imposed by 31 CFR Part 35.6(e); and

**WHEREAS**, the Parties desire to enter into this Agreement to provide City with SLFRF funding to assist with septic to sewer conversion, which the Parties agree is in the public interest and provides a mutual benefit to the City and County; and

**WHEREAS**, the Lake County Board of County Commissioners approved the allocation of SLFRF funds for the City’s Johnson’s Point septic to sewer conversion project on January 23, 2024.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Lake County Board of County Commissioners and by the City of Eustis City Commission and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

**Section 2. Scope.**

**Project Name:** Convert 7 duplexes (14 residential units) in the Johnson's Point subdivision from septic to sewer along Grand Island Shores Road as part of the City's larger Grand Island Shores Septic to Sewer Project ("Project").

**Project Location:** C.R. 44 and Grand Island Shores Road, Eustis, Florida, as depicted in **Exhibit A**, attached hereto and incorporated herein by reference.

**Funding Source:** U.S. Department of Treasury ("Federal Awarding Agency") Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"), Assistance Listing Number 21.027, awarded to Lake County, Florida, attached hereto and incorporated herein as **Exhibit B**.

**Funding Amount:** **Not to Exceed \$100,000.00.**

A. The Project is located at C.R. 44 and Grand Island Shores Road, Eustis, Florida, more particularly depicted in **Exhibit A**. City will utilize Funds provided under this Agreement to convert 7 duplexes (14 residential units) from septic systems to City sewer via an existing lift station along Grand Island Shores Road.

B. On December 18, 2023, City submitted a request to the County for assistance and a Funding Request. The Board of County Commissioners approved the allocation of ARPA funding for the Project on January 23, 2024. City has provided the County with its request for funding, attached hereto and incorporated herein as **Exhibit C**, as well as its *90% Contract Drawings for Grand Island Shores Septic to Sewer Project*, prepared by Wright-Pierce, Inc., for the City of Eustis, dated September 2024.

C. The County hereby agrees to provide City an amount not to exceed **One Hundred Thousand Dollars and 00/100 (\$100,000.00)** in SLFRF funds ("Funds") awarded to the County for the City to utilize to fund Project construction costs. Funding for the Project shall be paid to City as a lump sum payment in accordance with **Section 5** below.

D. This Agreement's use of "an amount not to exceed" shall in no way entitle the City to the maximum amount of Funds unless such expenditures are made in accordance with the terms and provisions of this Agreement, applicable requirements of the Federal Award, and any additional directives or guidance provided by the Federal Awarding Agency. Any portion of the Funds provided by County that remain at the end of the Agreement Period shall be repaid by City to the County.

**Section 3. American Rescue Plan Act (ARPA) Funding.**

A. City has represented to the County that the Project is an eligible use of SLFRF funds under the 2023 Final Rule by making necessary improvements to sewer infrastructure where such improvements also meet the funding eligibility requirements of section 603(c) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)), as provided for in 31 CFR part 35.6(e)(1)(i).

B. For the purposes of this Agreement, the County is a pass-through entity of a federal award, and the Subrecipient is a subrecipient of SLFRF funds from the Federal Awarding Agency.

C. City, shall comply with all applicable requirements of the Federal Awarding Agency, the County, and this Agreement; Funds shall be expended solely for the purposes presented to the County through the Funding Request outlined in the Project Description and Funding Request attached as in **Exhibit C**.

D. City shall comply with 2 CFR Part 200 (the "Uniform Guidance"), as applicable, and the reporting requirements of the Federal Awarding Agency, to include providing all reports necessary under this Agreement to the County in a timely manner.

E. City must comply with the applicable provisions of the SLFRF statute, SLFRF Award Terms and Conditions, the U.S. Treasury's interim final rule and final rule, applicable federal statutes, regulations, and reporting requirements. City shall regularly review the United States Treasury's website for updates to ensure compliance with the most updated SLFRF guidance.

F. The City shall submit quarterly status reports to the County to:

Lake County - Office of Management and Budget  
Attention: Grants Coordinator  
Post Office Box 7800  
Tavares, Florida 32778

as specified within the Quarterly Progress Report Form, attached hereto as **Exhibit D**. Quarterly progress reports are due no later than five (5) business days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30, and December 31.

G. In the event the Department of Treasury disallows the Project expenditures, the City will be the entity responsible for providing additional documentation to the satisfaction of the Department of Treasury, or for appealing the ruling, if necessary. In the event the City is not successful, and the Department of Treasury disallows and/or requires the re-payment of all or some of the Funds provided hereunder, the City will be the entity responsible for re-paying such Funds to the Department of Treasury and/or reimbursing the County if the County re-pays any such Funds.

H. Remedies for Noncompliance. Pursuant to 2 CFR § 200.339 ("Remedies for Noncompliance"), if the City 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 City or more severe enforcement action by the Federal Awarding Agency or County; (2) Requiring repayment of any advanced Funds awarded under this Agreement pending correction of the deficiency by the City or more severe enforcement action by the Federal Awarding Agency or County; (3) 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; (4) Wholly or partly suspending or terminating this Agreement; (5) 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; (6) Withholding further Federal Awards for the project or program; or (7) Take other remedies that may be legally available.

**Section 4. Term.**

A. This Agreement shall be effective upon the date of the last Party to sign and will remain in effect through December 31, 2026 ("Effective Date)". Construction of the Project must be completed and all funds expended for the purposes herein no later than December 31, 2026. City will provide the County with a project schedule once a contract for construction of the improvements is secured; the timelines therein will become a part of this Agreement without any further action by the Parties.

B. Issuance of a Certificate of Occupancy or Certificate of Completion (CO) by all applicable permitting agencies to City will signify the completion of the Project. All COs must be obtained prior to December 31, 2026. Failure to obtain a CO will result in a default and may be remedied as described in **Section 7** below.

**Section 5. Payment.** The County will pay City the Funds under this Agreement as a lump sum payment of **One Hundred Thousand Dollars and 00/100 (\$100,000.00)**. Payment will be made within thirty (30) days of the Effective Date of this Agreement. If any portion of the City's project is determined to be an ineligible expenditure, the Funds must be repaid to the County. Funds must be expended by the City no later than December 31, 2026.

**Section 6. Cancellation.** Except as otherwise provided herein, this Agreement may be cancelled by either Party if the other Party fails to comply with the terms and conditions of this Agreement and such failure has not been cured within the applicable cure periods. The terminating Party will be required to provide thirty (30) days advance written notice to the other at the address specified herein and any dispersed Funds shall be returned to the County by City.

**Section 7. Disputes, Default and Termination.**

A. **Dispute Resolution.** The City and the County shall work together in good faith to resolve any disputes about their contractual relationship under this Agreement.

i. Claims by City must be made in writing to the County within five (5) business days of the event giving rise to the claim, unless another provision of this Agreement sets

forth a different time frame, after the commencement of the event giving rise to such claim or City will be deemed to have waived the claim.

ii. City shall proceed diligently with its performance under this Agreement, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing.

iii. Claims by City will be resolved in the following manner: (1) Upon receiving the claim and supporting data, County will, within fifteen (15) calendar days, respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. City will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County that the original claim stands as is. (2) If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, City may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

iv. Claims by the County against City must be made in writing to the City within fifteen (15) calendar days from the date the County discovers the event leading to the claim. Written supporting data will be submitted to City. City shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the County may submit the matter to mediation as set forth in (iii) above.

v. Arbitration will not be considered as a means of dispute resolution.

B. Default. A default shall consist of any use of Funds for a purpose other than what is authorized by this Agreement, noncompliance with any provision herein, any material breach of the agreement, failure to comply with the audit requirements as provided herein, or failure to expend Funds in a timely or proper manner. Upon the occurrence of any such default the County shall serve written notice to the City, at which time the City shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) calendar days in the case of monetary defaults or thirty (30) calendar days in the case of non-monetary defaults from the date the County delivers by personal service or mails written notice of such default by Certified mail, return receipt requested, and postage prepaid, to the City, hereinafter referred to as the "Cure Period." If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

i. Upon a written request from City setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or

ii. Terminate this Agreement by written notice thereof and demand repayment of all sums advanced under this Agreement; or

iii. Take such other action, including, but not limited to, temporarily withholding cash payments pending correction of the deficiency by the City; require repayment of any advanced Funds awarded under this Agreement pending correction of the deficiency by the

City; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Project; withhold further awards for the Project; require additional reporting; or take other remedies that may be legally available.

C. Suspension or Termination. The County may also suspend or terminate this Agreement, in whole or in part, if the City materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; in addition to other remedies as provided by law.

D. Termination for Convenience. This Agreement may be terminated for convenience by either Party prior to City's initiation of work on the project; such work includes the City's entering into contracts for the work associated with the Project.

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

i. The costs result from obligations which were properly incurred by the City before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and

ii. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

F. No Delay. No delay or omission by County in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any City default.

G. No Limitation. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

**Section 8. Closeout of SLFRF Award.**

A. Closeout shall begin upon issuance of the final certificate of completion for the Project.

B. City's obligation to the County shall not end until all closeout requirements are completed under the Federal award. Activities during this closeout period shall 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 County), and determining the custodianship of records.

C. City must submit to the County, no later than ninety (90) calendar days (or an earlier date as agreed upon by the parties) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal awarding

agency and this Agreement. The Federal awarding agency or County may approve extensions when requested and justified by the City, as applicable.

D. City must promptly refund to the County any balances of unused Funds paid in advance or paid and not authorized to be retained by the City.

E. Debts Owed To The Federal Government. Any Funds paid to City (1) in excess of the amount that the City is finally determined to be authorized to retain under the terms of this Agreement and the Federal award; (2) that are determined to have been misused; or (3) are determined by the Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by City shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by City. 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 City knowingly or improperly retains Funds that are a debt as defined in the preceding sentence Treasury will take any actions available to it to collect such a debt.

F. City agrees to fully cooperate with County and provide all documentation and information necessary to close out County's award with the Federal Awarding Agency to the extent any additional information is requested by the Federal Awarding Agency regarding the Funds provided to City under this Agreement. This term shall survive the termination of this Agreement.

## **Section 9. Federal Grant Administration & Cost Principals.**

A. Federal Grant Administration Requirements. City shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 ("Uniform Guidance" or "UG"), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how City must administer the Funds and how County must oversee City.

- i. The applicable UG provisions are as follows:
  - [Subpart A, Acronyms and Definitions](#)
  - [Subpart B, General Provisions](#)
  - [Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards](#)  
(where applicable to non-Federal entity subrecipients)
  - [Subpart D, Post Federal; Award Requirements](#) (where applicable to non-Federal entity subrecipients)
  - [Subpart E, Cost Principles](#)
  - [Subpart F, Audit Requirements](#)
  - [2 CFR Part 25](#) (Universal Identifier & System for Award Management)
  - [2 CFR Part 170](#) (Reporting Subaward and Executive Compensation Information)
  - [2 CFR Part 180](#) (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

ii. City shall document compliance with all applicable Uniform Guidance requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement, and during all subsequent reviews during the term of the Agreement. City is solely responsible for compliance with the Uniform Guidance requirements and for monitoring for and complying with any additional, new, or changed requirements of the Federal Awarding Agency. Failure to do so may result in termination of the Agreement by County.

B. Procurement Standards.

i. City is responsible for ensuring that any procurement using SLFRF Funds, or payments under procurement contracts using such Funds, are consistent with the procurement standards set forth in the Uniform Guidance and Appendix II to Part 200, as applicable, as well as 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>.

ii. By executing this Agreement, the City hereby certifies that it has and maintains written purchasing procedures and will use such procedures when expending the Funds awarded; and it shall retain copies of all funding-related procurement contracts, subcontracts, and documentation of compliance with the procurement requirements of this Agreement and as may be required by 2 CFR Part 200, Subpart D (“Post Federal Award Requirements”) and Subpart E (“Cost Principles”), where applicable.

iii. The City shall comply with current Federal Awarding Agency policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with Funds provided herein.

iv. Positive efforts shall be made by Subrecipient to utilize small businesses, minority-owned companies, and women’s business enterprises, whenever possible. Subrecipients of Federal awards must take the following steps to further this goal:

a. Ensure that small businesses, minority-owned companies, and women’s business enterprises are used to the fullest extent practicable;

b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies, and women’s business enterprises;

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies, and women’s business enterprises;

d. Encourage contracting with consortiums of small businesses, minority-owned companies, and women’s business enterprises when a contract is too large for one of these firms to handle individually; and



e. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies, and women's business enterprises.

v. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, etc.) shall be determined by the City but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

vi. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, where applicable; record of past performance; financial and technical resources, or accessibility to other necessary resources.

vii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide 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 negligible under statutory or regulatory authority other than Executive Order 12549.

viii. City shall, on request, make available to the County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc.

ix. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "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 (2) "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.

x. Contract Provisions. Any contracts entered into by Subrecipient must contain the applicable provisions in Appendix II to 2 CFR part 200.

C. Property Standards.

i. 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.

ii. 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 \$5,000 (Five 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.

iii. 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.

#### **Section 10. Federal Funding Provisions.**

A. Registration in “SAM.” City shall register with the System for Award Management (“SAM”) (<https://www.sam.gov>) pursuant to 2 CFR Part 25. City shall provide registration information to County prior to receiving Funds under this Agreement.

B. Reporting Subaward and Executive Compensation Information. When applicable, Subrecipient must comply with the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended) and the reporting requirements found in 2 CFR Part 170 regarding the reporting of subaward and executive compensation. This information must be provided to County upon request for compliance with reporting requirements under the federal award.

C. Program Fraud and False or Fraudulent Statements or Related Acts. The City acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the City’s actions pertaining to this Agreement.

D. Federal Participation. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

E. Seal, Logos and Flags. The City shall not use the U.S. Treasury Department’s seal(s), logos, crests or reproductions of flags or likenesses of agency officials without specific U.S. Treasury Department pre-approval.

F. Federal Civil Rights and Non-Discrimination. City 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 USC § 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 USC § 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. City must comply with all federal, state, and local statutes and regulations prohibiting discrimination as applicable, including, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR 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 USC §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex (including gender identity and sexual orientation), familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 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 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

v. 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.

G. Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

i. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

i. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iii. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The Subrecipient will include the provisions of paragraphs (1) through (8) in every contract, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor, or vendor. The Subrecipient will take such action with respect to any contract, subcontract, or purchase order

as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

**Section 11. Compliance with the Contract Work Hours and Safety Standards Act.**

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The City shall insert in any contracts or subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The City shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**Section 12. Further Compliance with the Contract Work Hours and Safety Standards Act.**

A. The City shall maintain payrolls and basic payroll records related to the Project during the course of the work and shall preserve them for a period of three (3) years from the

completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

B. Records to be maintained under this provision shall be made available by the City for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, Department of Housing and Urban Development, and the Department of Labor, and the City's contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**Section 13. Suspension and Debarment.** City shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted by the U.S. Department of Treasury at 31 CFR part 19.

A. This Agreement is a covered transaction for purposes of 2 CFR part 180 and 2 CFR part 3000. As such, the City is required to verify that none of the City's principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

B. The City must comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of the fact relied upon by County. If later determined that the City did not comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

D. The City agrees to comply with the requirements of 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C throughout the term of this Agreement. The City further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Section 14. Environmental Standards.**

A. Clean Air Act. The City shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 USC, Section 7401, et seq. The City shall report each violation to the County, which will report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency (EPA) Regional Office. The City shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency under this Agreement.

B. Federal Water Pollution Control Act. The City shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, 33 USC, Section 1251, et seq. The City shall report each violation to the County, which will report

each violation as required to assure notification to the federal awarding agency and the appropriate EPA Regional Office. The City shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency under this Agreement.

**Section 15. Trafficking in persons.** The following provision implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); any remedies herein are in addition to all other remedies for non-compliance available under this Agreement.

A. As a private entity, Subrecipient and Subrecipient's employees may not: (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procure a commercial sex act during the period of time that the award is in effect; or (c) Use forced labor in the performance of the award or subawards under the award.

B. County or the federal awarding agency may unilaterally terminate this award, without penalty, if Subrecipient is determined to have violated the prohibition in this Agreement through conduct that is either associated with the performance of this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180.

**Section 16. Conflict of Interest.**

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

B. The City agrees that no member of the governing body of the locality in which the City is situated, no other public official of such locality or localities, and no person, unless expressly permitted by the State or by the County, who is an employee, agent, consultant, officer, or elected or appointed official of the City, and who exercises or has exercised any functions or responsibilities with respect to the Project or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from SLFRF, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

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

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

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

**Section 17. Telecommunications Equipment.** Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The City is prohibited from obligating or expending any portion of the 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.

**Section 18. Whistleblower Protections.** In accordance with 41 USC § 4712, City 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. 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 City, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

City shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**Section 19. Federal Restrictions on Lobbying.** City shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, City may not use any federal funds to pay any person to influence or attempt 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 any of the following covered federal actions: 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. City shall certify in writing that City has not made, and will not make, any payment prohibited by these requirements.

**Section 20. Federal Disclaimer.** The United States expressly disclaims any and all responsibility or liability to City or third persons for the actions of City 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 award by City does not in any way establish an agency relationship between the United States and City.

**Section 21. Licenses, Certifications, Permits, Accreditation.** City shall obtain and/or require any contractors or subcontractors performing work under this Agreement to obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to County proof of any licensure, certification, permit or accreditation upon request.

**Section 22. Recordkeeping and Audit Requirements.**

A. **Record Keeping.**

i. The City shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all Funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all Funds provided pursuant to this Agreement and as required as a result of the utilization of SLFRF funding, as outlined in the U.S. Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, or as may be amended (available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>).

ii. In the event the County determines that such records are not being adequately maintained by the City, the County may cancel this Agreement in accordance the terms herein.

iii. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County, state, representatives of the Comptroller General of the United States or other federal agency may require. The City will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to the City at least three (3) business days in advance.

iv. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. The City shall retain all records and supporting documentation applicable to this Agreement for a period of five (5) years after all Funds have been expended or returned to the County unless a retention schedule under GS1-SL provides for a greater retention period, then the greater retention timeframe shall control. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

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

**B. Audit Requirements.**

i. Fund payments are federal financial assistance subject to the Single Audit Act (31 USC §§ 7501-7507), the related provisions of the Uniform Guidance, and an annual audit. The City shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR Part 200 and the related provisions of the Uniform Guidance, if it expends \$750,000 or more in federal awards from all sources during its fiscal year. The Assistance Listing Number (ALN) number for these Funds is 21.027.

ii. Audit Results. In the event the audit or the audited financial statements show that the Funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the City shall be held liable for reimbursement to the County for all Funds not expended in accordance with the applicable regulations and agreement provisions within thirty (30) days after the County has notified the City of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided herein.

**C. Public Records.** To the extent that Section 119.0701, Florida Statutes, applies to the City, it shall comply with the Florida Public Records' laws, and shall:

i. Keep and maintain public records required by the County to perform the Projects identified in this Agreement.

ii. Upon request from the County's custodian of public records, provide the City 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 for by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the City does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the City to keep and maintain public records required by the County to perform the Project. If City transfers all public records to the County upon completion of this

Agreement, City shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If City keeps and maintains public records upon completion of this Agreement, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY AT 352-343-9787, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT [PUBLICRECORDS@LAKECOUNTYFL.GOV](mailto:PUBLICRECORDS@LAKECOUNTYFL.GOV).**

v. Failure to comply with this subsection will be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

vi. Unless otherwise provided, City shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. City receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the City shall continue to maintain all service records until final resolution of the dispute or litigation.

vii. Requests to inspect or copy public records relating to this Agreement must be made directly to the County. If City receives any such request, City shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the City of such request, and the City must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

viii. City acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. City further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. City authorizes County to seek declaratory, injunctive, or other appropriate relief against City from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

**Section 23. Indemnification.** Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either Party of sovereign immunity or statutory limitations on liability, including, but not limited to, sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Florida Statutes, as amended.

**Section 24. Insurance.** The City shall carry sufficient insurance coverage to protect the Funds advanced under this Agreement and the Project assets from loss due to theft, fraud and undue physical damage.; at a minimum the City shall carry the following:

A. City shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the City against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the City under the terms and provisions of this Agreement. An original certificate of insurance, indicating that the City has coverage in accordance with the requirements of this section, must be furnished by City to the County's Project Manager or Procurement Services Director within five (5) working days of such request and must be received and accepted by the County prior to Agreement execution and before any work begins.

The Parties agree that the policies of insurance and confirming certificates of insurance must insure City in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000.

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors, and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. The County will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of City and subcontractor providing such insurance.

C. City will be responsible for its contractors, subcontractors, and their insurance. Contractor's subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the City's requirements.

D. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

E. Neither approval by the County of any insurance supplied by City nor a failure to disapprove that insurance, will relieve City of full responsibility of liability, damages, and accidents as set forth in this Agreement.

**Section 25. Performance and Payment Bond.** The City shall require the contractor selected by City to complete the Project to obtain a performance and payment bond or an irrevocable letter of credit in an amount that represents one hundred percent (100%) of the contract price to secure the completion of the Project and protect the Funds awarded for the Project herein.

**Section 26. General Provisions.**

A. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

B. **Certification Regarding Scrutinized Companies that Boycott Israel:** Pursuant to Section 287.135, Florida Statutes, City certifies it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The City understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The City further understands that any contract with the County for goods or services may be terminated at the option of the County if the City is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

The City, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. City understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. City further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the City is found to have submitted a false certification or has been listed on the Scrutinized Companies with

activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

C. Florida Convicted/Suspended Vendor Lists. By executing this Agreement City affirms that it is not currently listed in the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

D. Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, City shall disclose to the County any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. City's disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The County may request records relevant to a reasonable suspicion that a disclosure has not been made and the City shall provide the required records within thirty (30) days of the County making such request, or at a later time as agreed to by the Parties.

E. Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where City may have access to personal identifying information, City certifies to the County by submitting its bid that (1) it is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in vendor; and (3) it is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

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

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

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

I. Recapture of Funds. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any Funds provided under this Agreement if the Project is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, City is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if City is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

i. Any Funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

ii. Any Funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

iii. The County's determination that an expenditure is eligible does not relieve the City of its duty to repay the County in full for any expenditures that are later determined by the County or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.

iv. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant **Section 26 Notice** and this Agreement.

v. The City has responsibility for identifying and recovering Funds that were expended in error, disallowed, or unused. The City will also report all suspected fraud to the County.

J. Reversion of Assets. Within thirty (30) days following the expiration or termination of this Agreement, the City shall transfer to the County any Funds on hand at the time of expiration or termination of this Agreement if the Funds have not been expended on eligible costs and any interest income attributable to the use of such Funds.

K. Severability. Any term, condition, covenant, or obligation which requires performance by either Party after termination of this Agreement shall remain enforceable against such Party after such termination. In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court having jurisdiction over the

matter, the remainder of the agreement shall not be affected by such determination and shall remain in full force and effect.

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

M. Fiscal Non-Funding Clause. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable because of federal or state action, the County shall notify the City of such occurrence and the County may terminate this Agreement without damage, penalty, cost, or expense to the County, upon no less than twenty-four (24) hours written notice to the City. 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's general revenue or from any funding source other than the Federal Award.

N. Assignment. City shall not assign this Agreement or any part hereof without the prior written consent of the County.

O. Compliance with Applicable Laws. The City certifies that it will comply with all applicable laws, orders, and codes of the state, local, and federal governments as they pertain to this Agreement, including but not limited to Sections 602 and 603 of the Social Security Act.

P. Further Assurances. The City agrees to execute and deliver all such further such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement.

Q. Governing Law and Waiver of Jury Trial. Each Party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, as the exclusive forums and venues for any such action, subject to any right of either Party to removal from state court to federal court, which is hereby reserved, and each Party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Agreement is entered into within, and with reference to the laws of, the State of Florida, and shall be governed, construed, and applied in accordance with those laws (excluding conflicts of law) of the State of Florida. **BOTH PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATED TO THIS AGREEMENT.**

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

S. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.



T. Capitalizations & Captions. Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

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

V. Merger and Modifications. This Agreement together with the attachments embody the entire agreement and understanding between the Parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the County and the City expressly for that purpose.

**Section 27. Notices.** All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

**County:**  
Lake County  
Attention: Facilities Management  
P.O. Box 7800  
Tavares, Florida 32778

**City:**  
City of Eustis  
Michael Holland, Mayor  
P.O. Box 68  
Eustis, Florida 32726

**With copies to:**  
Lake County Attorney  
P.O. Box 7800  
Tavares, Florida 32778

**Section 28. Scope of Agreement.**

This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement must be made via written addendum and must be signed by both Parties to be binding. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

- Exhibit A** .....Project Location (1 page).
- Exhibit B** .....Federal Award Letter and Award Terms and Conditions (6 pages).
- Exhibit C** .....Project Description and Funding Request (1 page).
- Exhibit D** .....Quarterly Progress Report Form (2 pages).

**IN WITNESS WHEREOF**, the parties through their duly authorized representatives have signed this Agreement on the date under each signature.

**CITY:**

**City OF EUSTIS**

\_\_\_\_\_  
Michael Holland, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Christine Holloran, Clerk  
City of Eustis, Florida

Approved as to form and legality:

\_\_\_\_\_  
Sasha O. Garcia, City Attorney

**COUNTY:**

**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA**

\_\_\_\_\_  
\_\_\_\_\_, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

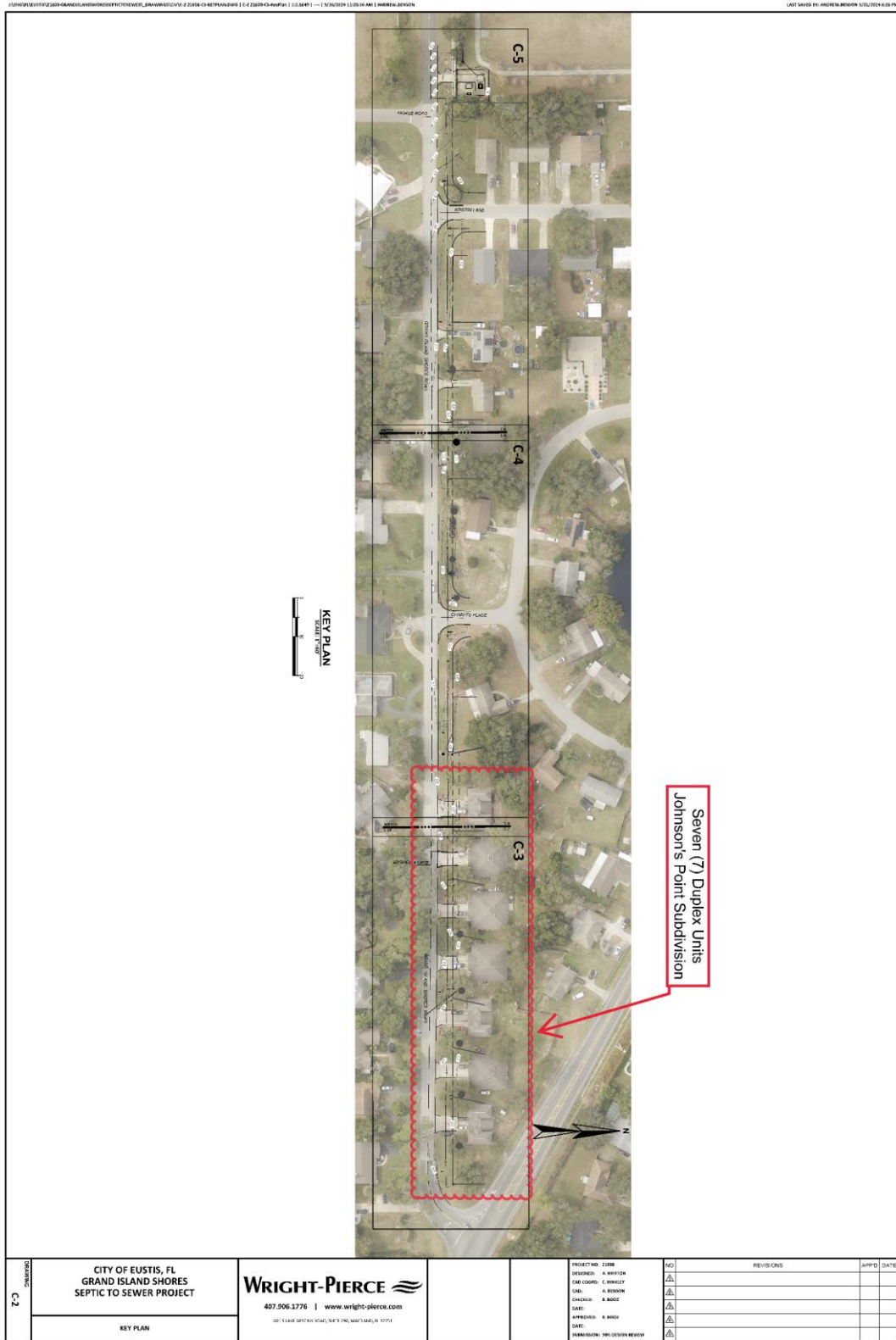
ATTEST:

\_\_\_\_\_  
Gary J. Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh, County Attorney

## EXHIBIT A Project Location



**EXHIBIT B**  
**Federal Award Letter and Award Terms and Conditions**

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

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Lake County Board of County Commissioners 315 W. Main Street Tavares, Florida 32778	DUNS Number: 079214136 Taxpayer Identification Number: 596000695 Assistance Listing Number and Title: 21.027
--------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

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) authorizes 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.

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

Recipient:

\_\_\_\_\_  
Authorized Representative Signature (above)

Authorized Representative Name: Sean Parks  
Authorized Representative Title: Chairman - Board of County Commissioners  
Date Signed: \_\_\_\_\_

U.S. Department of the Treasury:



\_\_\_\_\_  
Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft  
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs  
Date Signed: May 19, 2021

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.

SUBRECIPIENT AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF EUSTIS FOR THE JOHNSON'S POINT SEPTIC TO SEWER CONVERSION PROJECT (ARPA)

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U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE 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 sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- 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 it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- 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 sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(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.

**SUBRECIPIENT AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF EUSTIS FOR THE JOHNSON'S POINT SEPTIC TO SEWER CONVERSION PROJECT (ARPA)**

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- 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 sections 602 and 603 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 sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

**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 Lake County Board of County Commissioners 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(e) 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.

SUBRECIPIENT AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF EUSTIS FOR THE JOHNSON'S POINT SEPTIC TO SEWER CONVERSION PROJECT (ARPA)

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15. Disclaimer.

- 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.



**SUBRECIPIENT AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF EUSTIS FOR THE JOHNSON'S POINT SEPTIC TO SEWER CONVERSION PROJECT (ARPA)**

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

**ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

ASSURANCE 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 Lake County Board of County Commissioners (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. This assurance applies 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 this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed 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 funds, 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 during development of applicable budgets and when conducting 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 LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance 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 financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

**SUBRECIPIENT AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF EUSTIS FOR THE JOHNSON’S POINT SEPTIC TO SEWER CONVERSION PROJECT (ARPA)**

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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. That is, 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 sub-recipients.

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 he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official:

**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.

**EXHIBIT C**  
**Project Description and Funding Request**



**City of Eustis**

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

December 18, 2023

Ms. Jennifer Barker  
County Manager  
315 W Main St  
Tavares, FL 32778

Dear Ms. Barker

Please accept this correspondence as the City of Eustis' Request for Inclusion in the Lake County Septic to Sewer program. We have been in discussions regarding properties located in Johnson's Point subdivision in Eustis, at the western side of the CR44 and Grand Island Shores RD intersection. These 14 duplex units are currently on septic. The City of Eustis has sewer availability via a lift station approximately 1600 feet from Johnson's Point project. The City can install a 4" forcemain along Grand Island Shores Rd for approximately \$100,000, eliminating the need for 14 septic systems.

Please consider this request on the behalf of the City of Eustis. If you require any additional information, please do not hesitate to contact me at 352-483-5480.

Sincerely,

Rick Gierok, P.E.  
Director of Public Works  
City of Eustis

Cc: Tom Carrino

**EXHIBIT D**  
**Quarterly Progress Report Form - Page 1 of 2**

**LAKE County, FLORIDA - BOARD OF County COMMISSIONERS**  
**AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

**Quarterly Progress Report Form**

<b>Expenditure Category:</b>	<b>5: Infrastructure</b>
<b>Project Title:</b>	
<b>Organization/Department:</b>	
<b>Project Manager/Contact:</b>	
<b>Reporting Period:</b>	<b>Choose an item. Choose an item.</b>

**Project Description**

*Describe the project in sufficient detail to provide understanding of the major activities that will occur and will be required; needs to be between 50 and 250 words.*

**Expenditures**

*Add obligations and expenditures in the table below.*

Current Period Obligation	\$
Cumulative Obligation	\$
Current Period Expenditure	\$
Cumulative Expenditure	\$
Total Project Budget	\$

**Status of the Project**

*Please select the appropriate box.*

Not Started     Less than 50%     More than 50%     Completed

**Contract**

*Is there a contract associated with this project and is the amount greater than \$50,000?*

No     Yes

**Additional Reporting Requirements\* (if applicable)**

*Is this a public health, negative economic impact, premium pay, infrastructure, or capital improvement (outside of the revenue replacement category) project? If yes, please complete and include the next page.*

No     Yes

\_\_\_\_\_  
 Project Manager or Authorized Representative

\_\_\_\_\_  
 Date

