

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
THE CITY OF EUSTIS
RELATING TO THE USE OF LIBRARY IMPACT FEES**

FY 2027

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”) entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “County,” and the City of Eustis, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the “Municipality,” (each a “Party” and collectively “Parties”) for use of library impact fee monies for the Eustis Memorial Library, 120 North Center Street, Eustis, Florida 32726, hereinafter the “Library.”

WITNESSETH:

WHEREAS, Ordinance No. 2003-99, approved November 18, 2003, created a library impact fee for the purposes of providing a source of revenue to fund construction or improvement in the Lake County Library System necessitated due to growth; and

WHEREAS, Section 22-61, Lake County Code, states that library impact fee money must be used solely for the purpose of constructing or improving the Lake County Library System, including, but not limited to, design and construction plan preparation, permitting and fees, land acquisition, construction and design of new facilities, and acquisition of collection items, public access computers and other capital equipment; and

WHEREAS, Policy LCC-7 sets forth the minimum guidelines for entry into the Lake County Library System as a member library; and

WHEREAS, Policy LCC-63 sets forth the process for distribution of funds from the Library Impact Fee Trust Fund; and

WHEREAS, Municipality requested \$30,000.00 in impact fee funding in Fiscal Year 2025 (FY25) for design and site development plans for an expansion of the Library (“Project”); and

WHEREAS, on August 15, 2025, County and Municipality entered an Interlocal Agreement awarding Municipality FY25 library impact fee funding in an amount not to exceed \$30,000 for design-related costs for the Project; and

WHEREAS, Municipality expended \$12,500 of the FY25 impact fee funds awarded for Project design costs and subsequently determined that reconfiguration of existing space not currently utilized by the public within the Library would be a more cost-effective approach to expanding library services and revised the scope of the Project to reflect this change, and

WHEREAS, the FY 25 Interlocal Agreement will be superseded by the FY 26 Agreement as it has been closed out by the Parties as the impact fee award was completed; and

WHEREAS, in accordance with Policy LCC-63, the Municipality applied for FY27 impact fee funds in the amount of \$500,000 for the expansion and reconfiguration of the Eustis Memorial Library; and

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WHEREAS, Municipality provided additional clarification related to their application for funding and adjusted the requested amount for the expansion and reconfiguration to an amount of \$337,044.58; and

WHEREAS, library impact fee funds may be utilized for expansion of services attributable to growth, but may not be utilized for “repair, replacement, or renovation”; and

WHEREAS, on May 21, 2026, the Lake County Library Advisory Board voted to approve the Municipality’s request for partial funding in the amount not to exceed \$157,936.63 for the expansion of the Library’s Community Room by approximately 713 sq-ft at an estimated cost of \$221.52 per sq-ft as part of a larger renovation and reconfiguration of both public and non-public spaces; and

WHEREAS, Policy LCC-63 authorizes municipalities to request up to \$500,000 in library impact fee funding in a single fiscal year for construction projects, with total single-project maximum of \$1,000,000; and

WHEREAS, Municipality’s request is within the funding limits allowed for construction projects for a single fiscal year and the total amount requested for the project has not exceeded the single project maximum; and

WHEREAS, the Parties find that it is in the best interest of the residents of Lake County to enter into this Agreement for the provision of library impact fee funds to Municipality.

NOW, THEREFORE, in consideration of the mutual terms and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. **County Obligations.**

A. The County agrees to provide funding in the maximum and total amount of **\$157,936.63 (One Hundred Fifty-Seven Thousand, Nine Hundred Thirty-Six Dollars and 63/100)** to the Municipality from the Library Impact Fee Trust Fund (“Funds”), to be used for the expansion of the Community Room at the Eustis Memorial Library, as described in **Exhibit A**, and further clarified by Municipality, attached hereto and incorporated herein by reference (hereinafter and collectively the “Project”).

B. The County will make payments on a reimbursement basis with the submittal of an invoice and proper documentation. Invoices must be submitted to the Office of Library Services Director at P.O. Box 7800, Tavares, Florida 32778 or to such email address(es) as specifically provided to Municipality in writing by the County for electronic submittal of reimbursement requests. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Local Government Prompt Payment Act.

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3. Municipality Obligations.

A. Scope of Funding. Municipality must utilize the awarded funds in accordance with Municipality's Proposal, attached hereto and incorporated herein, as **Exhibit A**. Funds must be used solely for Funding eligible expenses incurred during the Term of this Agreement for the purposes approved herein. **Municipality must only seek reimbursement for impact fee eligible expenditures related to the Project, in an amount not to exceed \$157,936.63, as described in Exhibit A.**

B. Reimbursement Requests. Funds will be paid to Municipality by County on a reimbursement basis. Municipality must submit timely, quarterly reimbursement requests to the County. Quarterly reimbursement requests must be submitted per the following schedule:

Quarter	Expenditure Period	Reimbursement Request Due
Q1 *	October 1 – December 31	January 31
Q2	January 1 – March 31	April 30
Q3	April 1 – June 30	July 31
Q4	July 1 – September 30	October 31
<i>*For the initial Q1 following the Effective Date of this Agreement, the first expenditure period will run from the Effective Date until December 31. All subsequent expenditure periods will be as provided in the table above.</i>		

Municipality must provide a detailed Project schedule with its first reimbursement request.

Municipality must provide quarterly reporting, in a form to be provided by County, with each quarterly reimbursement request in order to receive payment. Quarterly reporting will, at a minimum include (i) an updated Project schedule, (ii) a summary of Project Milestones and completion progress; (iii) an ongoing summary of funds drawn under the Agreement and remaining balance; and (iv) a narrative summary of specific accomplishments and activities that occurred during this quarter relating to the Project. Failure to provide quarterly reporting required by County may result in delay or denial of payment.

If Municipality does not make any eligible expenditures during a quarter, the Municipality must still provide quarterly reporting required by County stating that no expenditures were made for the quarter and provide a short statement describing the reason and Project status as part of the Project Narrative.

i. Minimum Standards for Payment Requests. At minimum, all payment requests submitted by the Municipality must include sufficient detail for the County to confirm that the Municipality has only requested reimbursement of funding-eligible costs that were incurred by the Municipality in compliance with the terms of this Agreement. Reimbursement requests must include documentation demonstrating eligible expenditures, and at a minimum must include the following information:

- Formal invoice from Municipality (letterhead) for reimbursement of eligible expenses;
- Copies of vendor invoices;
- Vendor invoices should include the following information:
 - who is the expense for (Municipality of XYZ),
 - where was the service provided (Library branch name),
 - what service/item was provided (i.e. construction, furniture, computers),

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- when did the service take place (delivery date or date range), and
 - how much is the service/item (cost of the service or item);
- if the information is not provided, or is not clearly stated, on the vendor invoice, the Municipality must include a memo providing the required information;
- Copies of vendor purchase orders; and
- Copies of cashed/cleared checks from the Municipality making payment to vendors.

Documentation must be complete and legible and must clearly describe the eligible expense. Municipality agrees that the minimum standards for payment requests noted in this Section may not in any way be construed or interpreted as being an exhaustive list of what the County may request or require in order to verify, validate, or approve any such request for reimbursement.

ii. Improper Payment Requests. The County reserves the right to withhold or deny payment on any reimbursement request, or terminate this Agreement, if such request: (1) is not timely submitted per the deadlines in this Agreement; (2) is incomplete, not accompanied by the requisite supporting documentation, or is otherwise deemed by the County to be unsatisfactory or insufficiently documented; (3) indicates expenditures that are not compliant with this Agreement; or (4) is inconsistent with the information provided by the Municipality in any progress reporting required under this Agreement.

iii. Sufficient Financial Resources. Municipality accepts that payment will be made by reimbursement and agrees to maintain sufficient financial resources to meet any expenses incurred by the Municipality during the period of time between when the Municipality makes a funding-eligible expenditure and when it receives reimbursement for such expenditure from the County. Such “sufficient financial resources” must include consideration of any delays that may be caused, whether foreseeable or unforeseeable, by the County processing payment and seeking additional supporting information or documentation to verify and validate the reimbursement requests received.

C. Procurement. Municipality will be solely responsible for procurement of goods and/or services related to the Project. The Municipality must comply with all applicable competitive procurement provisions contained within the Florida Statutes, including, if applicable, Section 255.0525, Section 255.20, and Section 287.055. If the competitive bidding/selection process is required for the completion of the Project, the County will have the right to review the competitive bidding/selection process used by the Municipality and will have the right to review all solicitation responses received. In the event the County determines that the Municipality’s procurement process is insufficient, the County will require the Municipality to reject all bids and re-bid the Project. If the Municipality refuses to reject all bids and re-bid the Project, then the County will have the option to terminate this Agreement and will receive a return of all payments made from the County to the Municipality under this Agreement, if any.

D. Membership in the Lake County Library System. The Municipality will remain a member of the Lake County Library System during the Term of this agreement and for a period of ten (10) years following the date of Project Completion. For equipment and collections Projects, the date of Project Completion will be the date all eligible expenditures have been reimbursed under this Agreement; for construction related Projects, the date of Project Completion must be the date of final completion of all construction, as provided by a certificate of occupancy, or similar issuance, following reimbursement of all eligible expenditures under this Agreement. In the event the Municipality withdraws from the Lake County

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Library System or does not renew its membership in the Lake County Library System within this period, the Municipality must repay the money granted under this Agreement on a prorated basis based on the number of years the Municipality was a member following Project Completion, as required by this Section. (For example, if a Municipality is required to remain a member for ten (10) years following Project completion but terminates its membership two (2) years following Project completion, the Municipality must repay eighty percent (80%) of the Funds provided.) This provision must survive the termination or expiration of this Agreement.

4. Allowable Uses of Impact Fee Money. The Municipality must use the impact fee money granted herein for the purposes set forth in Section 22-61, Lake County Code. By executing this Agreement, the Municipality certifies that the Project qualifies as a capital improvement which is required to accommodate demand placed on the Library resulting from new growth or development and is not being purchased to remedy an existing deficiency in library services, as such terms are defined within the adopted Lake County Comprehensive Plan, Capital Improvements Element.

5. Effective Date, Term and Termination. This Agreement will become effective upon the day of the last signature of the Parties (“Effective Date”) and will remain in force for four (4) years following the Effective Date (“Term”). Either Party has the right to terminate this Agreement for cause with thirty (30) days written notice to the other; provided, however, that in the event of termination by the County, the Municipality will be entitled to reimbursement of purchases relating to the Project up to and including the day of termination, as long as such purchases qualify for impact fee money. **In the event Municipality does not initiate the Project or request reimbursement of Funds within four (4) years after the effective date of this Agreement, the Agreement shall be considered null and void.**

6. Indemnification.

A. 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.

B. This provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement to the extent allowed for by Florida law. Nothing contained herein shall be construed as an admission of liability on the part of either Party.

C. The Parties expressly retain all rights, benefits, and immunities of sovereign immunity. Nothing will be deemed as a waiver of immunity or the limitations of liability of either Party beyond any statutory limited waiver of immunity or limits of liability and, as between the Parties hereto, the express written terms of this Agreement. Nothing will inure to the benefit of any third-party for the purpose of allowing any claim against either Party, which would otherwise be barred under the law.

7. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein will be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

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8. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either Party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
P.O. Box 7800
Tavares, Florida 32778-7800

With copies to:

Director
Office of Library Services
P.O. Box 7800
Tavares, Florida 32778-7800

County Attorney
P.O. Box 7800
Tavares, Florida 32778-7800

MUNICIPALITY

City of Eustis
P.O. Drawer 68
10 North Grove Street
Eustis, Florida 32726

With a copy to:

Director
Eustis Memorial Library
20 North Center Street
Eustis, Florida 32726

B. All notices required, or which may be given hereunder, will be considered properly given if personally delivered, sent by certified United States mail, return receipt requested, or sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other Parties or addresses to which notice shall be sent by notifying, in writing, the other Party in a manner designated for the filing of notice hereunder.

9. Default and Opportunity to Cure. If either Party fails to keep, observe, or perform any provision of this Agreement, the breaching Party shall be deemed in default. In the event of default of any of the terms and conditions contained herein by either Party, the non-defaulting Party must provide written notice to the defaulting Party. The defaulting Party shall have the opportunity to cure the defect within thirty (30) days of receipt of the written notice. Thereafter, if the defaulting Party fails to correct the identified default on or before the expiration of the stated time, the non-defaulting Party may declare this Agreement in default.

A. A default by the Municipality shall consist of any use of Funds for a purpose other than as 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.

B. 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):

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i. Upon a written request from Municipality 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; or

iii. Take such other action, including, but not limited to, requiring additional conditions under this Agreement; temporarily withholding cash payments pending correction of the deficiency by the Municipality; 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; declare the Municipality ineligible for any further participation in the County's contracts; or take other remedies that may be legally available.

iv. If the County terminates this Agreement for cause, Municipality must return all unused Grant Funding provided to Municipality under this Agreement by the County.

C. Costs Not Allowed After Default. Costs resulting from obligations incurred by the Municipality 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 provides subsequent authorization in writing. Other Municipality 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 Municipality 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.

D. 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.

10. Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be construed in accordance with the Laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Lake County, Florida. The Parties agree that arbitration will not be used as a means of dispute resolution under this Agreement. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT A PARTY MAY HAVE TO A JURY TRIAL IN ANY ACTION OR PROCEEDING PERTAINING TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

11. Public Records. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the Parties.

12. Recordkeeping.

A. The Municipality must 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,

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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.

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

C. 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 may require. The Municipality 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 must provide notice of its intent to inspect records to the Municipality at least three (3) business days in advance.

D. 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 Municipality must 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.

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

13. Right to Audit. The County reserves the right to require the Municipality to submit to an audit by any auditor of the County's choosing. The Municipality must provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Municipality must retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. The Municipality agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

A. Intentionally Omitted.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Municipality to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Municipality. Any adjustments or payments which must be made as a result of any such audit or inspection of the Municipality's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Municipality.

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C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the Municipality in performance of any work under this Agreement.

14. 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, Municipality 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 Municipality 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.

A. 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.

B. 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.

C. The County's determination that an expenditure is eligible does not relieve the Municipality of its duty to repay the County in full for any expenditures that are later determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

D. 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 to **Section 8 Notice** requirements and this Agreement.

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

15. Reversion of Assets. Within thirty (30) days following the expiration or termination of this Agreement, the Municipality must 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.

16. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

17. Severability. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses, or words of this Agreement, and this

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Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, clause, or word did not exist.

18. Construction. This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledge that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Interlocal Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

19. Waiver. The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Interlocal Agreement.

20. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

22. Entire 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.....Application for Impact Fees and Project Description (21 pages).

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and the City of Eustis, Florida, signing by and through its Mayor.

MUNICIPALITY

CITY OF EUSTIS, FLORIDA

Emily A. Lee, Mayor

This ____ day of _____, 2026.

ATTEST:

Christine Halloran, City Clerk

Approved as to form and legality:

Taylor Tremel, City Attorney

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COUNTY

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

Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form & legality:

Melanie Marsh, County Attorney