

LAKE COUNTY AND CITY OF EUSTIS
INTERLOCAL/SUBRECIPIENT AGREEMENT FOR IMPROVEMENT OF ROADS

THIS INTERLOCAL/SUBRECIPIENT AGREEMENT is between **Lake County, Florida**, a political subdivision of the State of Florida (hereinafter called the “Grantor” or “County”) and **City of Eustis**, a municipal corporation organized under the laws of the State of Florida (hereinafter called the “Sub-Recipient”).

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the Sub-Recipient is funding a utility project for the purpose of improving the Coolidge Street area in Eustis as depicted in **Exhibit A**, attached hereto and incorporated herein, which will allow for future expansion in the neighborhood; and

WHEREAS, the parties have agreed that the Sub-Recipient will retain an engineering firm to design the road improvements contemplated in the Coolidge Street area and that the County will reimburse the Sub-Recipient for the Phase I Design and permitting services in an amount not to exceed **Three Hundred Forty-Eight Thousand Two Hundred and Eighty and 00/100 Dollars (\$348,280.00)**; and

WHEREAS, the County has initially determined that the construction phase may meet the program objective to benefit low- and moderate-income persons; and

WHEREAS, the City desires to collaborate with County to improve this area; and

WHEREAS, after completion of the improvements, it is in both the County and City’s best interest to transfer the jurisdiction, ownership interests, operation and maintenance responsibilities associated with the roads in the Coolidge Street area from the County to the City.

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

I. SCOPE OF SERVICES

Project Name: Coolidge Street Phase I Design and Permitting (the “Project”).
Location Map: Exhibit A, attached hereto and incorporated herein by reference.
Funding Amount: **Not to Exceed \$348,280.00**

A. Description of Activities

The Sub-Recipient will be responsible for retaining an engineering firm to design the road improvements contemplated in the Coolidge Street area, in compliance with any applicable requirements in light of the fact that construction of the project in this area may be eligible under a CDBG-CV Program, in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds or future construction funding. A description of the scope of work as well as graphic depictions are attached as **Exhibit B**.

B. National Objectives

The Sub-Recipient believes that the construction activities contemplated to occur after completion of this Agreement may meet one or more of the following CDBG National Objectives and intends to apply for Community Development Block Grant (CDBG) funding for the second phase of this Project:

1. Benefits Low-moderate income individuals

The construction project may meet the national objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2) low/moderate income limited clientele. Sub-Recipient understands that while CDBG-CV funds may not be used for the design and permitting portion of this project, CDBG-CV funds may be allocated towards the future construction in this area, and therefore certifies that Sub-Recipient will take all steps necessary to maintain project eligibility.

II. TIME OF PERFORMANCE

The Project shall start on the date this Agreement is fully executed (hereinafter the “Effective Date”) and shall be completed 12 months from the Effective Date. To monitor the implementation of the Project, Sub-Recipient is required to complete and submit the PROJECT MILESTONE CHART included in **Exhibit C**, to the Grantor by the 10th day of each month. The terms of this Agreement and the provisions herein shall be extended to cover any additional time during which the Sub-Recipient remains in control of CDBG-CV funds or other assets including program income.

III. BUDGET

It is expressly agreed and understood that the total amount to be paid under this Sub-Recipient Agreement shall not exceed **\$348,280.00**. If any portion of the Sub-Recipient’s project(s) is determined to be an ineligible expenditure, the funds must be repaid to the County. Terms of such repayment will be set by County in writing, if applicable. A detailed budget shall be provided to County upon request.

IV. PAYMENT

Payment to Subrecipient shall be made after plans are final and accepted by County, and City submits the final invoice to County for full reimbursement of all qualifying expenses, in accordance with the

Prompt Payment Act, Florida Statutes, Chapter 218.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

Grantor:

Lake County
Attn: Fred Schneider, Assistant County Manager
P.O. Box 7800
Tavares, Florida 32778

CC: County Attorney's Office
P.O. Box 7800
Tavares, FL 32778

Subrecipient:

City of Eustis
Attn: City Manager, Tom Carrino
City Hall, 10 North Grove Street
Eustis, FL 32726

VI. SPECIAL CONDITIONS

- A. Prior to any construction related to this road improvement project, Sub-Recipient will fully participate with meeting all requirements to put this project through the environmental review record (ERR) process with the County's consultant to ensure that the project meets the national objective.
- B. Within three years of the date of the agreement between the Grantor and Sub-Recipient awarding CDBG-CV funds, 80% of the CDBG-CV funds must be expended. 100% of the CDBG-CV funds must be expended within six years from date of the grant award.
- C. A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- D. All staff costs covered by this grant, including any retroactive costs, must be fully documented and timesheets provided for each staff position covered. Beneficiaries from this time must also be reported.

E. Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community; the need must have arisen within 18 months; and the Sub-Recipient must demonstrate and certify there are no other funds available to address the need.

All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination.

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning CDBG). The Sub-Recipient also agrees to comply with all other applicable Federal, State, and Local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-Recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantor shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Worker’s Compensation Insurance as the Sub-Recipient is an independent contractor.

C. Hold Harmless

The Sub-Recipient shall hold harmless, defend, and indemnify the Grantor from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Recipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Insurance and Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and undue physical damage. At a minimum the Sub-Recipient shall carry the following:

1. Sub-Recipient shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the Grantor, 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 Grantor, insuring the Sub-Recipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage

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to property relating to the performance of duties, services and obligations of the Sub-Recipient under the terms and provisions of this Agreement. An original certificate of insurance, indicating that the Sub-Recipient has coverage in accordance with the requirements of this section, must be furnished by Sub-Recipient to the Grantor's Project Manager and Procurement Services Director within five working days of such request and must be received and accepted by the Grantor prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure Sub-Recipient in accordance with the following minimum limits:

- a) 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

- b) Property insurance with minimum limits to cover the amount of the grant/loan awarded. **Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners** shall be named as mortgagee for the property at which the grant/loan is awarded. All Other Perils and Wind/Hail deductibles shall be noted on the Certificate of Insurance.
 - c) Worker's compensation insurance coverage for all of its employees involved in the performance of this Agreement.
2. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as an additional insured as their interests may appear on all applicable policies.
 3. Sub-Recipient must provide 30 days prior written notice to Grantor of any change, cancellation, or nonrenewal of the required insurance.
 4. Sub-Recipient must provide a copy to the Grantor of all policy endorsements, reflecting the required coverage, with Grantor listed as an additional insured along with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.
 5. Certificates of insurance must evidence a waiver of subrogation in favor of the

Grantor, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the Grantor.

6. Certificate holder must be:

**LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800 TAVARES, FL 32778-7800**

7. All self-insured retentions must appear on the certificates and will be subject to approval by the Grantor. At the option of the Grantor, the insurer must reduce or eliminate such self-insured retentions, or Sub-Recipient will be required to procure a bond guaranteeing payment of losses and related claims expenses.
8. The Grantor 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 Sub-Recipient and subcontractor providing such insurance.
9. 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.
10. Neither approval by the Grantor of any insurance supplied by Sub-Recipient nor a failure to disapprove that insurance, will relieve Sub-Recipient of full responsibility of liability, damages, and accidents as set forth in this Agreement.

E. Grantor Recognition

The Sub-Recipient shall ensure recognition of the role of the grantor entity in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments or Modifications

Any program modification requested by Sub-Recipient must be requested at least ninety (90) days prior to the end of the term of this Sub-Recipient Agreement. No modification or amendment to this Sub-Recipient Agreement will be binding on either party unless in writing, and signed by both parties.

If the Grantor's Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, Sub-Recipient will be notified in writing and such notification will constitute an official amendment.

The Grantor may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantor and Sub-Recipient.

G. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension, or termination may occur if the Sub-Recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of at least thirty (30) days.

Partial termination of the Scope of Service may only be undertaken with the prior approval of the Grantor. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other material prepared by the Sub-Recipient under this Agreement shall at the option of the Grantor, become the property of the Grantor, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantor may also suspend or terminate this Agreement, in whole or in part, if the Sub-Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantor may declare the Sub-Recipient ineligible for any further participation in the Grantor's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub-Recipient is in noncompliance with any applicable rules or regulations, the Grantor may withhold up to 15 percent of said contract funds until such time as the Sub-Recipient is found to be in compliance by the Grantor or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Sub-Recipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Internal Controls: The Sub-Recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.
3. Cost Principles: The Sub-Recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles." These principles shall be applied for

all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained: The Sub-Recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:
 - a) Records providing a full description of each activity undertaken;
 - b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c) Records required to determine the eligibility of activities;
 - d) Records required to document the acquisition, improvement, use or disposition of property acquired or improved with CDBG assistance;
 - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f) Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D;
 - g) Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. Retention: The Sub-Recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five years from the date of submission of the final expenditure report for activities funded hereunder. Records for non-expendable property acquired with funds under this Agreement shall be retained for five years after final disposition of such property. Records for any displaced person must be kept for five years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
3. Client Data: The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, age, head of household, family size, or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantor, Grantor's monitors, or their designees for review upon request.
4. Disclosure: The Sub-Recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantor's or Sub-Recipient's responsibilities with respect to services provided under this Agreement, is prohibited

unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. Notwithstanding the foregoing, the Sub-Recipient shall comply with the Florida public records' laws where applicable.

5. **Property Records:** The Sub-Recipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.
6. **Close outs:** The Sub-Recipient's obligation to the Grantor shall not end until all closeout requirements are completed. 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 Grantor), and determining the custodianship of records.
7. **Audit & Inspections:** All Sub-Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantor, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantor or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub-Recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantor policy concerning Sub-Recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. **Program Income:** The Sub-Recipient shall report yearly income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG-CV funds made available under this Agreement. The use of program income by the Sub-Recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-Recipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantor at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantor.
2. **Indirect costs:** If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantor for approval, in a form

specified by the Grantor. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200— State/LocalGovernment-wide Central Service Cost Allocation Plans, as applicable.

3. **Payment Procedure:** The Grantor will pay to the Sub-Recipient funds available under this Agreement based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantor policy concerning payments. Except for certain advances, payments will be made for eligible expenses actually incurred by the Sub-Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantor in accordance with advance fund and program income balances available in Sub-Recipient accounts. In addition, the Grantor reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantor on behalf of the Sub-Recipient. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Prompt Payment Act.
4. **Progress Report:** The Sub-Recipient shall submit Quarterly Progress Reports to the Grantor or as otherwise specified by the Grantor, on forms specified by the Grantor, if any.

D. Procurement

1. **Compliance:** The Sub-Recipient must establish written procurement procedures and shall comply with current Grantor 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. ***All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantor upon termination of this Agreement.***
2. All procurement must comply with 2 CFR 200.
 - a) Sub-Recipients must avoid purchasing unnecessary items.
 - b) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government.
 - c) Solicitations for goods and services provide for all of the following:
 - i. A clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable

- standards.
- iv. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
- v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
- vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d) Positive efforts shall be made by Sub-Recipient to utilize small businesses, minority-owned companies, and women’s business enterprises, whenever possible. Sub-Recipients of Federal awards must take the following steps to further this goal:
 - i. Ensure that small businesses, minority-owned companies, and women’s business enterprises are used to the fullest extent practicable;
 - ii. 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;
 - iii. 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;
 - iv. 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
 - v. 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.
- e) The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Sub-Recipient 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.
- f) 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, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources, or accessibility to other necessary resources.

- g) 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.
 - h) Sub-Recipients shall, on request, make available for the Federal awarding agency and the Grantor, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
 - i. A Sub-Recipient’s procurement procedures or operation fails to comply with the procurement standards in HUD’s implementation of 2 CFR Part 200 Subpart D.
 - ii. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
 - iii. The procurement, which is expected to exceed the small purchase threshold, specifies a “brand name” product.
 - iv. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
 - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
 - i) Sub-Recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. Travel: The Sub-Recipient shall obtain written approval from the Grantor for any travel outside the State of Florida with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement must be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Sub-Recipient shall transfer to the Grantor any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-Recipient's control that was acquired or improved, in whole or in part, with funds under this Sub-Recipient Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for 15 years after the expiration of this Agreement. If the Sub-Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-Recipient shall pay the Grantor an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantor. The Sub-Recipient may retain real property acquired or improved under this Agreement after the expiration of the fifteen-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-Recipient for activities under this Agreement shall be (a) transferred to the Grantor for the CDBG program or (b) retained after compensating the Grantor (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance: The Sub-Recipient agrees to comply with the laws of the State of Florida and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
2. Nondiscrimination: The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, or marital/familial status with

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regard to public assistance. The Sub-Recipient will take affirmative actions to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Land Covenants:** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantor and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
4. **Section 504:** The Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantor shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
5. **Fair Housing:** The Sub-Recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that Grantors administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. The Sub-Recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Grantor's actions to comply with the Grantor's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the Grantor (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

B. Affirmative Action

1. **Approved Plan:** The Sub-Recipient agrees that it shall be committed to carry out

pursuant to the Grantor's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. **WBE/MBE:** The Sub-Recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least 51% owned and controlled by a minority group or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. **Access to Records:** The Sub-Recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantor, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. **Notifications:** The Sub-Recipient will send to each labor union or representative of workers with which it has collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. **EEO/AA Statement:** The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.
6. **Subcontract Provisions:** The Sub-Recipient will include the provisions of the paragraphs entitled Civil Rights and Affirmative Action in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restriction

1. **Prohibited Activity:** The Sub-Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. **Labor Standards:**

AGREEMENT BETWEEN LAKE COUNTY AND EUSTIS FOR COOLIDGE STREET AREA ROAD ENGINEERING

- a) The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-Recipient shall maintain documents which shall be made available to the Grantor for review upon request.
 - b) The Sub-Recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantor pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.
 - c) The Sub-Recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 applies to this program.
3. “Section 3” Clause:
- a) Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantor, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantor, the Sub-Recipient, and any of the Sub-Recipient’s sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended,

12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.”

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low- and very-low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and Sub-Recipient should award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very-low income persons residing within the service area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very-low income residents within the service area or the neighborhood in which the Project is located, and to low- and very-low income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- b) Notifications: The Sub-Recipient agrees to post copies of a notice advising workers of the Contractor’s commitments under Section 3 in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- c) Subcontracts: The Sub-Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- d) Compliance with Grantor's Section 3 Plan (Public Facility projects over \$200,000): The Sub-Recipient agrees to comply with the provisions of the Section 3 Plan.

D. Conduct

1. Assignability: The Sub-Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantor thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantor under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantor.
2. Subcontracts:
 - a) Approvals: The Sub-Recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantor prior to the execution of such contract.
 - b) Monitoring: The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c) Content: The Sub-Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d) Selection Process: The Sub-Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantor along with documentation concerning the selection process.
3. Hatch Act: The Sub-Recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.
4. Conflict of Interest: The Sub-Recipient agrees to abide by the provisions of 24 CFR 200 and 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-Recipient further covenants that in the performance of the agreement no person having such a financial interest shall be

employed or retained by the Sub-Recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantor, or of any designated public agencies or sub recipients which are receiving funds under the CDBG and/or CDBG-CV programs.

5. Lobbying: The Sub-Recipient hereby certifies that:
- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract.
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
 - c) It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative contracts) and that all sub recipients shall certify and disclose accordingly.
 - d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
 - e) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. **Rights to Inventions Made under Contract or Agreement:** If the Federal award meets the definition of “funding contract” under 37 CFR §401.2 (a) and the Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding contract,” the Sub-Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
7. **Religious Organization:** The Sub-Recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. However, Sub-Recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Recipient.

X. ENVIRONMENTAL CONDITIONS

The Sub-Recipient shall carry out the Project in compliance with all Federal laws and regulations, except that the Sub-Recipient does not assume the Grantor’s environmental responsibilities described in 24 CFR 570.604, if any, and the Sub-Recipient does not assume the Grantor’s responsibility for initiating the review process under the provisions of 24 CFR part 52.

A. Air and Water

AGREEMENT BETWEEN LAKE COUNTY AND EUSTIS FOR COOLIDGE STREET AREA ROAD ENGINEERING

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-Recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

F. E.O. 12373 – Interagency Review

The Sub-Recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XI. GENERAL PROVISIONS

A. Severability.

If any provision of this Agreement is held invalid, the remainder of the contract shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

B. Public Records.

To the extent that Section 119.0701, Florida Statutes, applies to the Sub-Recipient, it shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the Grantor to perform the Projects identified in this Agreement.
2. Upon request from the Grantor's custodian of public records, provide the Grantor 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.
3. 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 contract if the Sub-Recipient does not transfer the records to the Grantor.
4. Upon completion of this Agreement, transfer, at no cost, to the Grantor all public records in possession of the Sub-Recipient to keep and maintain public records required by the Grantor to perform the Project. If Sub-Recipient transfers all public records to the Grantor upon completion of this Agreement, Sub-Recipient shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Sub-Recipient keeps and maintains public records upon completion of this Agreement, Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantor, upon request from the Grantor's custodian of public

records, in a format that is compatible with the information technology systems of the Grantor.

5. 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.

IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUB-RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FRED SCHNEIDER AT LAKE COUNTY DEPARTMENT OF PUBLIC WORKS, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, FL 32778, OR AT 352-253-6000, OR VIA EMAIL AT Fred.Schneider@lakecountyfl.gov.

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

C. Termination.

1. Termination for Cause: This Agreement may be terminated by the Grantor due to Sub-Recipient's breach of a material term of this Agreement, but only after the Grantor has provided Sub-Recipient with 45 calendar days written notice for Sub-Recipient to cure the breach and Sub-Recipient's failure to cure the breach within that 45-day time period. If the Grantor terminates this Agreement for cause, Sub-Recipient shall return all unused funding provided to Sub-Recipient under this Agreement by the Grantor.
2. Termination Due to Unavailability of Funding: When grant funds or other funds are not appropriated or otherwise made available to support this Agreement in whole or in part, this Agreement may be terminated by the Grantor.

D. Force Majeure.

The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties.

AGREEMENT BETWEEN LAKE COUNTY AND EUSTIS FOR COOLIDGE STREET AREA ROAD ENGINEERING

Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

E. E-Verify.

Sub-Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by Sub-Recipient during the term of this Agreement.

Sub-Recipient shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

F. Venue.

This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. Sub-Recipient hereby waives its right to a jury trial for any action arising from this Agreement.

G. Captions.

The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

H. Binding Effect.

This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

I. No Waiver.

The failure of any party 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 of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

J. Entire Contract.

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.

AGREEMENT BETWEEN LAKE COUNTY AND EUSTIS FOR COOLIDGE STREET AREA ROAD ENGINEERING

previously made. The following Exhibits are attached and incorporated herein for all purposes:

- Exhibit A: Location Map
- Exhibit B: Scope of Work
- Exhibit C: Project Milestone Chart

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this agreement on the dates under each signature:

COUNTY

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

ATTEST:

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

Kirby Smith, Chairman

This _____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh
County Attorney

**AGREEMENT BETWEEN LAKE COUNTY AND EUSTIS FOR COOLIDGE STREET AREA ROAD
ENGINEERING**

SUB-RECIPIENT

CITY OF EUSTIS

ATTEST:

Christine Halloran, City Clerk

Michael Holland, Mayor

This ____ day of _____, 2023.

Approved as to form and legality:

Sasha Garcia
City Attorney

EXHIBIT A: LOCATION MAP



EXHIBIT B: SCOPE OF WORK

SCOPE OF SERVICES

A. Principal Tasks

The Subrecipient will be responsible to retain an engineering firm and work with that firm to provide complete and final design and permitting for the road improvements contemplated in the Coolidge Street area in Eustis, as depicted below. The Sub-Recipient will pay the engineering firm directly and will be eligible for reimbursement from County upon submission and acceptance of the final plans, as described herein.

B. Staffing

The Subrecipient shall assign the following staff as Key Personnel to the Project:

Staff Member, Title	General Program Duties	Time Allocation
Rick Gierock, Public Works Director	Project Manager for Engineering, Permitting, and Plans Production	

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

C. Periodic and Final Approval

The County shall be entitled to approval of the final plans submitted under this contract. The County will monitor the performance of the Sub-Recipient against goals and performance standards as described herein. Substandard performance as determined by the County will constitute noncompliance with this contract. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time, e.g., 30 days, after being notified by the County, contract suspension or termination procedures will be initiated.

D. Scope of Work

The project is for engineering services for the Coolidge Street roadway extension from Bates Avenue to Getford Road. The roadway extension length is approximately 2,700 linear feet and the proposed typical section is a two-lane, undivided roadway with curb and gutter and sidewalk. This scope also includes the following roads to be improved to urban design with curb and gutter stormwater system and sidewalk:

- Virginia Avenue – approx. 550 feet of pavement rehabilitation
- Hollywood Avenue - approx. 550 feet of pavement rehabilitation
- Suanee Avenue - approx. 550 feet of pavement rehabilitation
- Dixie Avenue – approx. 550 feet of pavement rehabilitation
- Harlem Avenue – approx. 550 feet of pavement rehabilitation

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- Pine Avenue – approx. 550 feet of roadway extension for a two-lane, undivided roadway
- Grant Avenue – approx. 550 feet of pavement rehabilitation

The existing right of way width of the Coolidge Street corridor is 50 feet based on publicly available information and this scope assumes that additional right of way will not be required for the Coolidge Street extension. This scope includes project coordination, roadway design, drainage design, environmental assessment, permitting, signing and pavement markings design, lighting design, utility coordination, surveying services, utility investigation services, and geotechnical services. The total project length of all roads is approximately 6,550 linear feet:

EXHIBIT B: DEPICTIONS OF SCOPE OF WORK

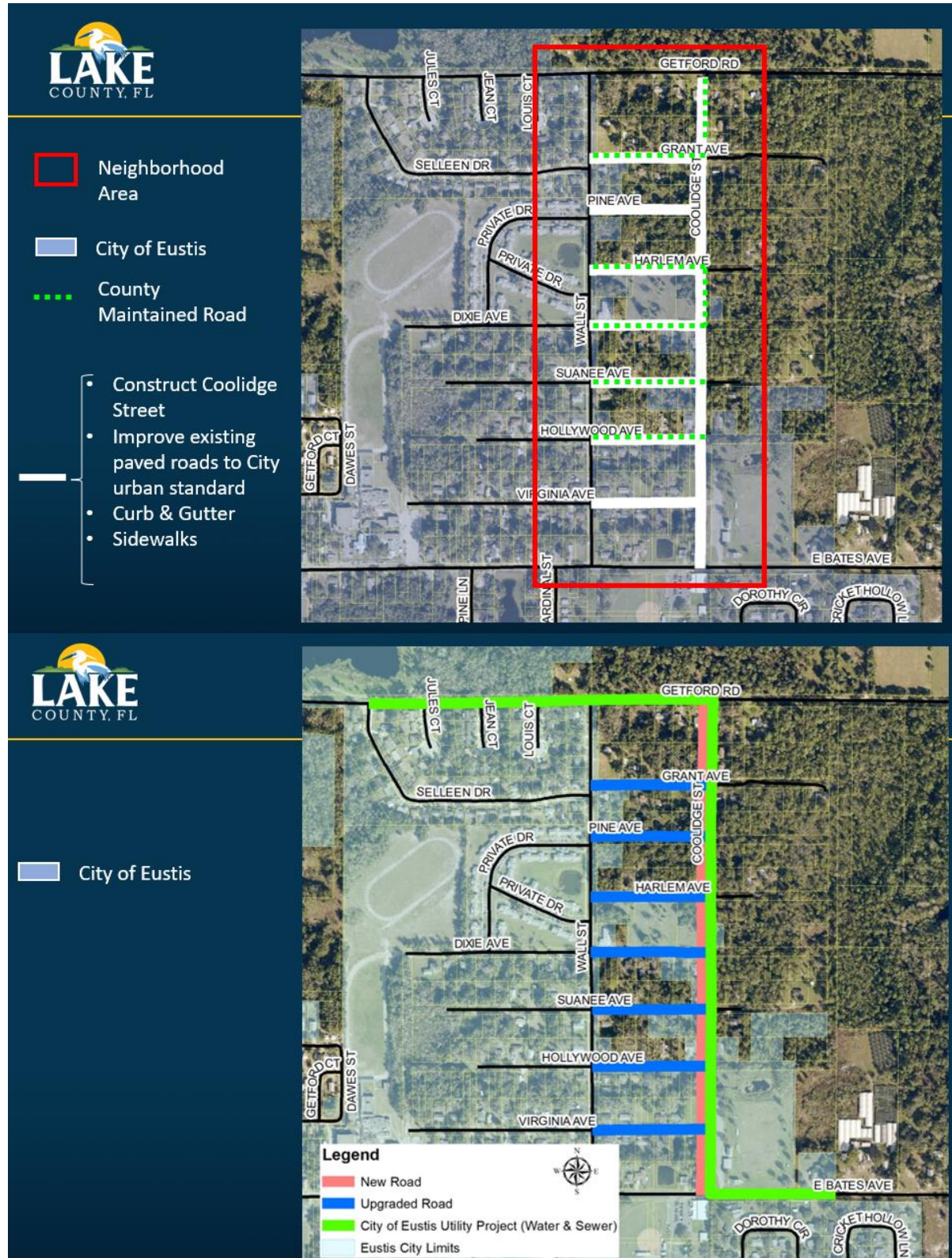


EXHIBIT C: PROJECT MILESTONE CHART

Milestone	Anticipated Dates
30% Plans	On or Before:
60% Plans	On or Before:
100% Plans and Permitting	On or Before:
Final Plans	On or Before:
Project Closeout and Final Payment	On or Before: