

**SUB-RECIPIENT AGREEMENT BETWEEN  
FIND, FEED & RESTORE, INC.  
AND LAKE COUNTY  
FOR DISBURSEMENT OF AMERICAN RESCUE PLAN ACT FUNDS**

**THIS AGREEMENT** is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “COUNTY” and **FIND, FEED & RESTORE, INC.**, a Florida not-for-profit corporation, hereinafter referred to as the “SUB-RECIPIENT.”

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

**WHEREAS**, the U.S. Department of Treasury as the administering federal agency of the SLFRF released a Final Rule (31 C.F.R. Part 35) which includes various eligible uses of funds; and

**WHEREAS**, the Final Rule allows for funds to be transferred to constituent units of government, nonprofit, or private entities, who shall be considered a sub-recipient and expected to comply with all sub-recipient reporting requirements; and

**WHEREAS**, the expenditure of funds for the purpose of responding to the public health emergency and its negative economic impacts, including assistance to households, small businesses, and nonprofits, is an allowable use under the Final Rule; and

**WHEREAS**, following a competitive solicitation process, COUNTY has selected SUB-RECIPIENT to receive funding to provide eligible services under ARPA, specifically, providing affordable housing services to the residents of Lake County.

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

**Section 1.**     **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the 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.

**Section 2.**     **Scope.**

**Project Name:** Hannah Grace Gardens Mascotte Project (“Project”).

**Legal Description:** **Exhibit A**, attached hereto and incorporated herein by reference. (“Property”).

**Funding Source:** U.S. Department of Treasury (“Federal Awarding Agency”) Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), Assistance Listing

Number 21.027, awarded to Lake County, Florida, attached hereto as **Exhibit B**, and incorporated herein.

**Funding Amount: Not to Exceed \$1,200,000.00.**

A. SUB-RECIPIENT owns real property located at 835 East Myers Boulevard, Mascotte, Lake County, Florida, 34753 (a/k/a Alternate Key 1765617), more particularly described in **Exhibit A**. SUB-RECIPIENT's property contains an existing three (3) one-bedroom/one-bath units containing at total of 2,622 sq-ft (Triplex). Under this Agreement, the SUB-RECIPIENT shall, for the purpose of providing affordable housing in Lake County, provide cosmetic enhancements to the existing Triplex consisting of new flooring and paint (interior and exterior) and shall construct a minimum of four (4) two-bedroom/one-bath units, two (2) three-bedroom/one-bath units, and a training/community center, along with providing all of the necessary infrastructure for construction of new units and three additional future units.

B. A Development Budget dated December 15, 2022, was submitted to the COUNTY and is attached hereto as **Exhibit C**, and incorporated herein. A Schedule of Values based on the initial Development Budget will be provided to the COUNTY within thirty (30) calendar days of issuance of the Building Permit and thereafter shall become a part of this Agreement without further action by the parties, and will be attached hereto and incorporated herein as **Exhibit D**.

C. The COUNTY, acting as the pass-through entity for the award of Federal Awarding Agency funds, will subaward to the SUB-RECIPIENT an amount not to exceed **One Million Two Hundred Thousand Dollars and 00/100 (\$1,200,000.00)** in SLFRF funds awarded to the COUNTY for the SUB-RECIPIENT to construct the Project. Funding for the Project shall be paid to SUB-RECIPIENT in accordance with **Section 5** below.

D. This Agreement's use of "an amount not to exceed" shall in no way entitle the SUB-RECIPIENT to reimbursement or payment of the maximum subaward amount unless such reimbursement or payments have been earned by the SUB-RECIPIENT in accordance with the terms and provisions of this Agreement, the Federal Award, and any additional directives or guidance provided by the Federal Awarding Agency. Any portion of the subaward remaining at the end of the Agreement Period shall be retained by the COUNTY.

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

A. SUB-RECIPIENT has represented to the COUNTY that the Project is an eligible use of SLFRF funds under the Final Rule by responding to the public health emergency and negative economic impacts (PE-NEI) of the pandemic through the provision of affordable housing. Further, SUB-RECIPIENT has represented that the Project meets the following presumptive eligibility criteria under SLFRF: SLFRF funds used for affordable housing, which benefit impacted households and populations meet presumptive eligibility under the Public Health(PH)-Negative Economic Impacts (NEI) if the units funded serve households with a maximum income of 65% Area Median Income (AMI), as imposed through a covenant, land use restriction agreement, or other enforceable legal requirement for a period of at least twenty (20) years.

B. For the purposes of this Agreement, the COUNTY is a pass-through entity of a federal award, and the SUB-RECIPIENT is a sub-recipient of SLFRF funds from the Federal Awarding Agency.

C. SUB-RECIPIENT, as a sub-recipient of federal funds, shall comply with all requirements of the Federal Awarding Agency, the COUNTY, and this Agreement; funds shall be expended solely for the purposes presented to the COUNTY through the funding request outlined in the Project and Funding Request attached as in **Exhibit E**.

D. SUB-RECIPIENT shall comply with 2 C.F.R Part 200 (the “Uniform Guidance”), and the reporting requirements of the Federal Awarding Agency, to include providing all reports necessary under this Agreement to the COUNTY in a timely manner.

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

F. The SUB-RECIPIENT shall submit quarterly status reports to the COUNTY to:

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

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

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

H. Remedies for Noncompliance. Pursuant to 2 CFR § 200.339 (“Remedies for Noncompliance”), if the SUB-RECIPIENT fails to comply with the U.S. Constitution, federal statutes, regulations, the terms and conditions of the Federal Award, or any additional conditions that the Federal Awarding Agency or the County may impose, and the Federal Awarding Agency or the County determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances: (1) Temporarily withholding cash payments pending correction of the deficiency by the SUB-RECIPIENT or more severe enforcement action by the

Federal Awarding Agency or County; (2) Disallowing (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (3) Wholly or partly suspending or terminating this Agreement; (4) Initiating suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the County; (5) Withholding further Federal Awards for the project or program; or (6) Take other remedies that may be legally available.

I. Use of Property. The parties further agree that the following provisions are a condition of the ARPA funds being awarded to SUB-RECIPIENT in connection with the Project:

i. Affordable housing units constructed on the Property as part of this Project will be rented to income qualified households for an annual rate not to exceed the annual Fair Market Rental (FMR) value established by the U.S. Department of Housing and Urban Development (HUD). Any available units of the Project shall first be offered to residents of Lake County who have resided in Lake County for eighteen (18) months who meet the eligibility criteria of individuals and families for affordable housing.

ii. Thirty percent (30%) of the units will be reserved and provided first priority to income qualified applicants who are police officers, first responders, or educators. If SUB-RECIPIENT is unable to find qualified police officers, first responders, or educators to fill any of the 30% of the reserved units, the remaining reserved, vacant units will then be made available to Lake County residents in accordance with subsection (i.), above.

iii. The remaining seventy percent (70%) of the units shall be reserved for Lake County residents in accordance with subsection (i.), above.

iv. To be income qualified under subsections (i.), (ii.), and (iii.), applicant households shall be either at or below 65% of the Area Median Income (AMI). A full list of eligibility requirements can be located within the Final Rule of the SLFRF.

v. The Project units shall be reserved for households qualified under subsections (i.) through (iv.) for a period of twenty (20) years or greater.

vi. The SUB-RECIPIENT shall provide to the COUNTY, or the COUNTY's designee, any and all documents and information necessary to demonstrate the use of the property for the benefit of income qualified individuals, as described in this paragraph, for a period of twenty (20) years. Documentation shall be provided, at a minimum, annually to the COUNTY in the form required by the COUNTY.

vii. The twenty (20) year period shall commence from the date of Project completion, as determined by the COUNTY and first occupancy. In no event shall this period commence earlier than the date of issuance of the Certificate of Occupancy or Certificate of Completion.

viii. SUB-RECIPIENT's Project operations, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on



the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. SUB-RECIPIENT must comply with all federal, state, local statutes and regulations, and Executive Orders prohibiting discrimination as applicable to this subaward, including, without limitation, the following:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex (including gender identity and sexual orientation), familial status, or disability;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

ix. SUB-RECIPIENT's Project operations shall comply with Florida's Residential Landlord Tenant Act; Chapter 83, Part II, Florida Statutes; and the Florida Fair Housing Act; Chapter 760, Part II, Florida Statutes; and shall maintain the Property and Project units in compliance with all applicable state and local building, housing, health, and safety codes.

x. The provisions of this section shall survive the termination of this Agreement.

#### **Section 4. Term.**

A. This Agreement shall be effective upon the date of the last party to sign and will remain in effect until construction of the Project is complete or this Agreement is terminated.

B. Construction of the Project must be completed in accordance with the timelines in Project Construction Schedule attached as **Exhibit G** and completed no later than December 31, 2024.

C. Issuance of a Certificate of Occupancy or Certificate of Completion (CO) by all applicable permitting agencies to SUB-RECIPIENT will signify the completion of the Project. All COs must be obtained prior to December 31, 2024, unless an extension is requested and granted in writing by the COUNTY. Failure to obtain a CO will result in a default and may be remedied as described in **Section 7** below.

D. This Agreement may be extended, upon written mutual agreement of the parties and if funds are obligated prior to December 31, 2024. If no funds have been obligated by SUB-RECIPIENT prior to December 31, 2024, SUB-RECIPIENT shall not be entitled to any further extensions by the COUNTY. Funds obligated prior to December 31, 2024, must be expended no later than December 31, 2026.

## **Section 5. Payment.**

### **A. Deferred Loan.**

i. The subaward of ARPA funds shall be provided in the form of a deferred loan to SUB-RECIPIENT. SUB-RECIPIENT shall execute and record in the Public Records of Lake County, Florida, a Mortgage and Promissory Note as a construction loan in the form substantially similar as set forth in **Exhibit H** (the “Mortgage and Note”) for the ARPA funds.

ii. A Declaration of Restrictive Covenants a/k/a Land Use Restriction Agreement in the form set forth in **Exhibit I** (the “LURA”) encumbering the property upon which the Project is to be constructed shall be recorded for the Property.

iii. The Mortgage and Note will be a first-priority lien against the Property. SUB-RECIPIENT shall obtain a subordination for any existing liens against the Property.

iv. The Mortgage and Note; subordination documents, if any; and the LURA shall be executed and delivered concurrent with the closing of the construction loan for the Project with the COUNTY’s closing agent.

B. **Title and Closing.** SUB-RECIPIENT will be required to provide clear title to the COUNTY and submit a title commitment to the COUNTY for review and approval, prior to closing of the construction loan for the Project. COUNTY will have the option of securing a mortgagee policy at its sole cost in the amount of the subaward funds. SUB-RECIPIENT shall be responsible for any fees associated with the construction loan closing and recording of the Mortgage and Note and LURA.

C. **Project Manager.** A Project Manager shall be designated by the COUNTY. The SUB-RECIPIENT must submit accurate invoices to the Project Manager’s department email address as provided in Subparagraph D below.

### **D. Payment Requests.**

i. Payments will be tendered on a monthly, reimbursement basis based on performance via invoices submitted by the SUB-RECIPIENT for actual funding-eligible costs as permitted by this Agreement, the Schedule of Values, and the federal award.

ii. Payment requests will be submitted to the Project Manager on the date directed by the Project Manager, with the following documentation:

- a. AIA Document G702 and G703 Forms as shown in **Exhibit J**;
- b. Waiver and Lien Releases as shown in **Exhibit K**; and
- c. Documentation demonstrating eligible expenditures.

iii. Minimum Standards for Reimbursement Requests. Reimbursement Requests shall be delivered to the COUNTY on a form approved by the COUNTY's Project Manager. At minimum, all reimbursement requests submitted by the SUB-RECIPIENT must include the following:

a. Sufficient detail for the COUNTY to confirm that the SUB-RECIPIENT has only requested reimbursement of funding-eligible costs that were incurred by the SUB-RECIPIENT in compliance with the terms of this Agreement.

b. Pursuant to 2 CFR § 200.415(a) ("Required Certifications"), the following federally required attestation executed by an individual that is able to legally authorized to do so by the SUB-RECIPIENT:

*"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

c. By executing this Agreement, the SUB-RECIPIENT hereby agrees that the minimum standards for Reimbursement 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.

d. The COUNTY reserves the right to withhold or deny payment on any reimbursement request if such request: (1) is incomplete, not accompanied by the requisite supporting documentation, or is otherwise deemed by the COUNTY to be unsatisfactory or insufficiently documented; (2) indicates expenditures that are not compliant with this Agreement, the federal award, or any other additional directives or guidance issued by the federal awarding agency; or (3) is inconsistent with the information provided by the SUB-RECIPIENT in any progress reporting required under this Agreement.

iv. Upon receipt of a timely, complete, and accurate reimbursement request from the SUB-RECIPIENT, the COUNTY will review the request and, if approved, provide a reimbursement payment to the SUB-RECIPIENT. Any reimbursement request that is untimely, incomplete, inaccurate, or not accompanied by the necessary supporting documents will be deemed insufficient and may result in a delay or denial of reimbursement to the SUB-RECIPIENT by the COUNTY. Invoices will be paid in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes, and the development budget and project timeline as provided for in **Section 2.B** of this Agreement. The COUNTY will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the COUNTY. Disputes will be resolved pursuant to Section 7 in this Agreement.

v. By executing this Agreement, the SUB-RECIPIENT accepts that payment will be made by reimbursement and agrees to maintain sufficient financial resources to meet any expenses incurred by the SUB-RECIPIENT during the period of time between when the SUB-RECIPIENT makes a funding-eligible expenditure and when it receives reimbursement for such expenditure from the COUNTY. Such “sufficient financial resources” shall 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.

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

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

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

i. Claims by SUB-RECIPIENT must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or SUB-RECIPIENT will be deemed to have waived the claim.

ii. SUB-RECIPIENT shall proceed diligently with its performance under this Agreement, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

iii. Claims by SUB-RECIPIENT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, COUNTY will, within fifteen (15) calendar days, respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. SUB-RECIPIENT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY

that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, SUB-RECIPIENT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

iv. Claims by the COUNTY against SUB-RECIPIENT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to CONSULTANT. CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in (iii) above.

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

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

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

ii. Terminate this agreement by written notice thereof and declare all sums secured by the Mortgage to be immediately due and payable without further demand and foreclose by judicial proceedings; or

iii. Take such other action, including, but not limited to temporarily withholding cash payments pending correction of the deficiency by the SUB-RECIPIENT, 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 or take other remedies that may be legally available.

C. Suspension or Termination. The COUNTY may also suspend or terminate this Agreement, in whole or in part, if the 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 COUNTY may declare the SUB-RECIPIENT ineligible for any further participation in the COUNTY's agreement(s), 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 COUNTY may withhold up to fifteen percent (15%) of said agreement funds until

such time as the SUB-RECIPIENT is found to be in compliance by the COUNTY or is otherwise adjudicated to be in compliance.

D. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar day advance written notice, the COUNTY will reimburse SUB-RECIPIENT for actual work satisfactorily completed and reimbursable under the terms of this agreement.

E. Costs Not Allowed After Default. Costs resulting from obligations incurred by the SUB-RECIPIENT during a suspension or after termination of an award are not allowable unless the COUNTY expressly authorizes them in the notice of suspension or termination or subsequently. Other SUB-RECIPIENT 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 SUB-RECIPIENT before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and

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

F. No Delay. No delay or omission by COUNTY or federal government in exercising any right or remedy available to it under the agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUB-RECIPIENT default.

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

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

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

B. The Sub-Recipient's obligation to the COUNTY shall not end until all closeout requirements are completed under the Federal award. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantor), and determining the custodianship of records.

C. SUB-RECIPIENT must submit to the COUNTY, no later than 90 calendar days (or an earlier date as agreed upon by the parties) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal awarding agency and this Agreement. The Federal awarding agency or COUNTY may approve extensions when requested and justified by the SUB-RECIPIENT, as applicable.

D. SUB-RECIPIENT must promptly refund to the COUNTY any balances of unobligated cash paid in advance or paid and not authorized to be retained by the SUB-RECIPIENT.

E. Debts owed to the Federal Government. Any funds paid to SUB-RECIPIENT (1) in excess of the amount that the SUB-RECIPIENT is finally determined to be authorized to retain under the terms of this Agreement and the Federal award; (2) that are determined to have been misused; or (3) are determined by the Treasury to be subject to a repayment obligation under pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in the preceding sentence Treasury will take any actions available to it to collect such a debt.

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

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

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

- i. The applicable UG provisions are as follows:

[Subpart A, Acronyms and Definitions](#)

[Subpart B, General provisions](#)

[Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards](#) (where applicable to non-Federal entity subrecipients)

[Subpart D, Post Federal; Award Requirements](#) (where applicable to non-Federal entity subrecipients)

[Subpart E, Cost Principles](#)

[Subpart F, Audit Requirements](#)

[2 CFR Part 25](#) (Universal Identifier & System for Award Management)

[2 CFR Part 170](#) (Reporting Subaward and Executive Compensation Information)

[2 CFR Part 180](#) (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

- ii. Subrecipient shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. County may provide sample policies or other assistance to Subrecipient in meeting these compliance requirements. Regardless of County's assistance, it is the Subrecipient's

responsibility to properly comply with all UG requirements. Failure to do so may result in termination of the Agreement by County.

B. Procurement Standards.

i. SUB-RECIPIENT is responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.318 through 2 CFR 200.327 (“Procurement Standards”), and Appendix II to Part 200, as applicable, as well as any additional directives or guidance issued by or relevant to the federal awarding agency. The Uniform Guidance can be found at the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

ii. By executing this Agreement, the SUB-RECIPIENT hereby certifies that it has and maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (“Procurement Standards”) and will use such procedures when expending the Subaward; and it shall retain copies of all Subaward-related procurement contracts, subcontracts, sub-recipient agreement, subaward documentation, and documentation of compliance with the procurement requirements of this Agreement and as further detailed in 2 CFR Part 200, Subpart D (“Post Federal Award Requirements”) and Subpart E (“Cost Principles”).

iii. The SUB-RECIPIENT shall comply with current COUNTY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

iv. Positive efforts shall be made by 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:

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

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

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

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

e. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses,



minority-owned companies, and women's business enterprises.

v. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, 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.

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

vii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management(SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

viii. SUB-RECIPIENT shall, on request, make available for the Federal Awarding agency and the COUNTY, 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:

a. A SUB-RECIPIENT's procurement procedures or operation fails to comply with the procurement standards in 2 CFR Part 200 Subpart D.

b. The procurement is expected to exceed \$10,000 or the small purchase threshold in 48 CFR Part 2, whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

c. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.

d. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.

e. 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.

ix. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or

materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

C. Property Standards.

i. By executing this Agreement, the SUB-RECIPIENT hereby affirms that it has and maintains written procedures that comply with 2 CFR §§ 200.310-200.316 (“Property Standards”) and that it will use such written procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward. The SUB-RECIPIENT shall maintain records of all supplies, equipment, real estate, and other property procured with the Subaward and may not sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the COUNTY.

ii. The SUB-RECIPIENT shall maintain an inventory of all assets purchased or acquired in whole or in part with the Subaward that are tangible, non-expendable, have a value of at least \$5,000 (Five Thousand Dollars), and have a life expectancy of at least one (1) year. This inventory shall be made available to the COUNTY at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each asset, verification of the existence and continued use of the asset and, if applicable, the continued need for such asset.

iii. The SUB-RECIPIENT assumes sole responsibility for insuring, and assumes all risk of damage or loss to all assets in its care, custody, or control purchased or acquired with any portion of the Subaward and shall report lost or stolen assets immediately to the COUNTY. The SUB-RECIPIENT shall also report stolen assets to the local law enforcement agency and submit a copy of the associated police report to the COUNTY. Upon receipt or return of the asset, the SUB-RECIPIENT shall submit a report to the COUNTY listing the item received or returned as well as a description, serial number, and quantity.

**Section 10. Federal Funding Provisions**

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

B. Reporting Subaward and Executive Compensation Information. SUB-RECIPIENT must comply with the Federal Funding Transparency and Accountability Act of 2006, as amended

(Pub. L. 109-282, as amended) and the reporting requirements found in 2 CFR Part 170 regarding the reporting of subaward and executive compensation. This information must be provided to COUNTY upon request for compliance with reporting requirements under the federal award.

C. Program Fraud and False or Fraudulent Statements or Related Acts. The SUB-RECIPIENT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the SUB-RECIPIENT's actions pertaining to this Agreement.

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

E. Procurement of Recovered Materials. In performance of this Agreement, the SUB-RECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price. Information about this requirement and the list of EPA designated items is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>. The SUB-RECIPIENT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

G. Federal Civil Rights and Non-Discrimination. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. SUB-RECIPIENT must comply with all federal, state, and local statutes and regulations prohibiting discrimination as applicable to this subaward, including, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex (including gender identity and sexual orientation), familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

H. Equal Employment Opportunity. During the performance of this Agreement, the CONTRACTOR agrees as follows:

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

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

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

iv. The SUB-RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of

September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The SUB-RECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

viii. The SUB-RECIPIENT will include the provisions of paragraphs (1) through (8) in every contract, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor, or vendor. The SUB-RECIPIENT will take such action with respect to any contract, subcontract, or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or vendor as a result of such direction, the SUB-RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

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

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

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

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

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

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

A. The SUB-RECIPIENT shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

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

## **Section 13. Suspension and Debarment.**

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

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

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

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C while this offer is valid and throughout the period of any contract that arises from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **Section 14. Environmental Standards.**

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

B. Federal Water Pollution Control Act. The SUB-RECIPIENT shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C., Section 1251, et seq. The SUB-RECIPIENT shall report each violation to the COUNTY, which will report each violation as required to assure notification to the federal awarding agency and the appropriate EPA Regional Office. The SUB-RECIPIENT shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency under this Agreement.

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

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

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

**Section 16. Conflict of Interest.**

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

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

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

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

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

**Section 17. Telecommunications Equipment.** Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The SUB-RECIPIENTS is prohibited from obligating or expending any portion of the Subaward funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses “covered telecommunications equipment” or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, “covered telecommunications equipment” is telecommunications equipment: produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; and/or telecommunications or video surveillance equipment or services produced or provided by an entity



that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**Section 18. Whistleblower Protections.** In accordance with 41 U.S.C. § 4712, SUB-RECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of SUB-RECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

**Section 19. Federal Restrictions on Lobbying.** SUB-RECIPIENT shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, SUB-RECIPIENT may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. SUB-RECIPIENT shall certify in writing that SUB-RECIPIENT has not made, and will not make, any payment prohibited by these requirements.

**Section 20. Federal Disclaimer.** The United States expressly disclaims any and all responsibility or liability to SUB-RECIPIENT or third persons for the actions of SUB-RECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by SUB-RECIPIENT does not in any way establish an agency relationship between the United States and SUB-RECIPIENT.

**Section 21. Licenses, Certifications, Permits, Accreditation.** Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to COUNTY proof of any licensure, certification, permit or accreditation upon request.

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

A. **Record Keeping.**

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

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

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

iv. The COUNTY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. The SUB-RECIPIENT shall retain all records and supporting documentation applicable to this Agreement for five years after the period expires for inspection. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

v. Records shall be maintained by SUB-RECIPIENT for a period of five (5) years after all funds have been expended or returned to the COUNTY, which date shall be determined by the date of mortgage satisfaction, whichever is later, unless a retention schedule under GS1-SL provides for a greater retention period, than the greater retention schedule shall control.

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

B. Audit Requirements.

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

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

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

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

ii. Upon request from the COUNTY's custodian of public records, provide the SUB-RECIPIENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

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

iv. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the SUB-RECIPIENT to keep and maintain public records required by the COUNTY to perform the Project. If SUB-RECIPIENT transfers all public records to the COUNTY 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 COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF 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, AT LAKE COUNTY AT 352-343-9787, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT PUBLICRECORDS@LAKECOUNTYFL.GOV.**

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

vi. Unless otherwise provided, 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. 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.

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

viii. SUB-RECIPIENT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. SUB-RECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. SUB-RECIPIENT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the SUB-RECIPIENT's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by SUB-RECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. SUB-RECIPIENT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against CONSULTANT from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

**Section 23. Indemnification.** The SUB-RECIPIENT, to the extent permitted by Florida law, shall indemnify, hold harmless, and defend the COUNTY and the Lake County Board of County Commissioners, and the respective agents and employees of the County and the Lake County Board of County Commissioners, hereinafter collectively referred to as the "Indemnified Parties," from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or

other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the SUB-RECIPIENT, its agents, contractors, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of the SUB-RECIPIENT, any contractor, subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the SUB-RECIPIENT or any contractors, subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement. In connection with any indemnifiable claim hereunder arising out of a claim by a third-party against the COUNTY, the SUB-RECIPIENT shall be entitled to adequate notice and opportunity to defend any indemnifiable claim hereunder in good faith and with diligence.

**Section 24. Insurance.** The SUB-RECIPIENT shall carry sufficient insurance coverage to protect Agreement and/or the Project assets from loss due to theft, fraud and undue physical damage; at a minimum the SUB-RECIPIENT shall carry the following:

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

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

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

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

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

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the SUB-RECIPIENT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

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

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

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

vi. Property insurance, a Builders Risk, All Risk, coverages 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.

vii. Flood Insurance will be required if the Property is in a Flood Zone.

B. 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.

C. SUB-RECIPIENT must provide thirty (30) days prior written notice to COUNTY of any change, cancellation, or nonrenewal of the required insurance.

D. SUB-RECIPIENT must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with COUNTY 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.

E. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, 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 COUNTY.

F. 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

G. All self-insured retentions must appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, 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.

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

I. SUB-RECIPIENT will be responsible for its contractors, subcontractors, and their insurance. Contractors Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the SUB-RECIPIENT's requirements.

J. 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.

K. Neither approval by the COUNTY 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.

## **Section 25. General Provisions.**

A. **Project Publicity.** The SUB-RECIPIENT shall recognize the COUNTY for its contribution in promotional material and at any events or workshops for which funds from this Agreement are allocated. Any news release or other type of publicity pertaining to the scope of work performed pursuant to this Agreement must recognize the COUNTY as a sponsor, funded by the COUNTY. In written materials, any reference to the COUNTY must appear in the same size letters and font type as the name of any other funding sources. The SUB-RECIPIENT shall receive prior written approval from the Director of the Office of Communications to use the COUNTY's Logo or Seal. The SUB-RECIPIENT shall in no way use any statements, whether written or oral, made by the COUNTY's employees to market, sell, promote, or highlight the SUB-RECIPIENT, the SUB-RECIPIENT's product(s) and service(s) unless authorized to do so, in writing, by the COUNTY Manager or his/her designee. In addition, the SUB-RECIPIENT shall not use subjective or perceived interpretations, even if factual, regarding the COUNTY's opinion of the SUB-RECIPIENT's performance, product(s) and service(s) in any document, article,

publication, or press release designed to market, promote or highlight the SUB-RECIPIENT or the SUB-RECIPIENT's product(s) and service(s). This does not prevent the SUB-RECIPIENT from including the COUNTY on its client lists or listing or using the COUNTY as a reference.

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

C. **Drug Free Workplace.** The SUB-RECIPIENT shall assure the COUNTY that it will administer, in good faith, a policy designed to ensure that the SUB-RECIPIENT is free from the illegal use, possession, or distribution of drugs or alcohol.

D. **Negation of Agent or Employee Status.** The SUB-RECIPIENT shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the SUB-RECIPIENT or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary, or subagent of the SUB-RECIPIENT to be a representative, agent, subagent, or employee of the COUNTY.

i. The SUB-RECIPIENT certifies its understanding that the COUNTY is not required to withhold any federal income tax, social security tax, state, and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of the SUB-RECIPIENT and assistant(s) of the SUB-RECIPIENT.

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

E. **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 Grant 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, SUBRECIPIENT 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 SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

v. The SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the COUNTY.

F. **Reversion of Assets.** Within thirty (30) days following the expiration or termination of this Agreement, the SUB-RECIPIENT shall transfer to the COUNTY any Grant Funds on hand at the time of expiration or termination of this Agreement if the Grant Funds have not been expended on eligible costs and any interest income attributable to the use of such funds.

G. **Severability.** Any term, condition, covenant, or obligation which requires performance by either party after termination of this Agreement shall remain enforceable against such party after such termination. In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court having jurisdiction over the matter, the remainder of the agreement shall not be affected by such determination and shall remain in full force and effect.

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

I. **Fiscal Non-Funding Clause.** If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable because of federal or state action, the COUNTY shall notify the SUB-RECIPIENT of such occurrence and the COUNTY may terminate this Agreement without damage, penalty, cost, or expense to the COUNTY, upon no less than twenty-four (24) hours written notice to the SUB-RECIPIENT. The COUNTY shall have final authority over whether such funding is available. At no time will the COUNTY be responsible or liable for making payment under this Agreement with COUNTY's general revenue or from any funding source other than the Federal Award.

J. **Assignment.** SUB-RECIPIENT shall not assign this Agreement or any part hereof without the prior written consent of the COUNTY.

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

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

M. **Governing Law.** Each party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Agreement is entered into within, and with reference to the laws of, the State of Florida, and shall be governed, construed, and applied in accordance with those laws (excluding conflicts of law) of the State of Florida. The SUB-RECIPIENT hereby waives its right to a jury trial.

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

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

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

Q. **Merger and Modifications.** This Agreement together with the attachments embody the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by

a written instrument executed by the COUNTY and the SUB-RECIPIENT expressly for that purpose.

**Section 26. Notices.** All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

**COUNTY:**

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

**SUB-RECIPIENT:**

Find, Feed & Restore, Inc.  
President/CEO  
830 W. Montrose Street  
Clermont, FL 34711

**With a copies to:**

Lake County  
Attention: Office Housing  
and Community Services  
P.O. Box 7800  
Tavares, FL 32778

Lake County Attorney  
P.O. Box 7800  
Tavares, FL 32778

**Section 27. Scope of Agreement.**

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

<b>Exhibit A</b>	<b>Legal Description</b>
<b>Exhibit B</b>	<b>Federal Award Letter and Award Terms and Conditions</b>
<b>Exhibit C</b>	<b>Development Budget</b>
<b>Exhibit D</b>	<b>Schedule of Values</b>
<b>Exhibit E</b>	<b>Project and Funding Request</b>
<b>Exhibit F</b>	<b>Quarterly Progress Report Form</b>
<b>Exhibit G</b>	<b>Construction Timelines</b>
<b>Exhibit H</b>	<b>Mortgage and Promissory Note</b>
<b>Exhibit I</b>	<b>Declaration of Restrictive Covenants (Land Use Restriction Agreement – LURA)</b>
<b>Exhibit J</b>	<b>AIA Document G702 and G703 Forms</b>
<b>Exhibit K</b>	<b>Waiver and Lien Releases</b>

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

**Witnesses:**

Tracy M. Durrance  
Witness Signature  
Tracy M Durrance  
Name printed or typed

Adaliz Valentin  
Witness Signature  
Adaliz Valentin  
Name printed or typed

**SUB-RECIPIENT:**

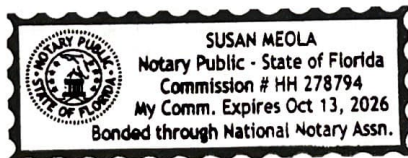
**FIND, FEED & RESTORE, INC.**  
a Florida non-profit corporation

By: Brian K. Broadway  
Brian K. Broadway  
President  
Date: 7-24-23

STATE OF FLORIDA  
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of X physical presence or  
online notarization, this 24 day of July, 2023, by Brian K. Broadway,  
President, on behalf of Find, Feed & Restore, Inc., a Florida non-profit corporation, who is  
personally known to me or has produced FDLB63007173480 as identification.

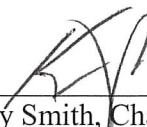
(SEAL)



Susan Meola  
Notary Public (Signature)  
Print Name:

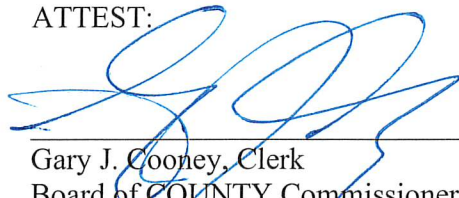
**COUNTY:**

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

  
\_\_\_\_\_  
Kirby Smith, Chairman

This 31<sup>st</sup> day of August, 2023.

ATTEST:

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



Approved as to form and legality:

mm Marshall 8/29/2023  
\_\_\_\_\_  
Melanie Marsh  
County Attorney

**EXHIBIT A**  
**Legal Description**

The Southerly 1/2 of Lot 9 and the South 125.0 feet of the Northerly 1/2 of Lot 9, and all of Lot 10, in Block 5, of Midway, according to the Plat thereof, as recorded in Plat Book 11, at Page 57, of the Public Records of Lake County, Florida, less right-of-way for highway.

**Alternate Key 1765617**

**Parcel Number: 14-22-24-0200-005-00902**

## EXHIBIT B

### Federal Award Letter and Award Terms and Conditions

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

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

Recipient name and address: Lake County Board of County Commissioners 315 W. Main Street Tavares, Florida 32778	DUNS Number: 079214136 Taxpayer Identification Number: 596000695 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

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

Recipient:

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

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

U.S. Department of the Treasury:



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

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

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY**  
**CORONAVIRUS STATE FISCAL RECOVERY FUND**  
**AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.



- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Lake County Board of County Commissioners by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



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

## ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Lake County Board of County Commissioners (hereinafter referred to as “the Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

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

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

## EXHIBIT C

### Development Budget



#### DOUCETTE CONSTRUCTION COMPANY, LLC

13433 Silverleaf Cir.  
Clermont, FL 34711  
321.246.0319 phone  
321.256.6100 fax

December 15, 2022

RE: Proposed New Rental Units

Dear Mr. Broadway:

Following, is our rough order magnitude estimate for your proposed new single-family rental units at the proposed Hannah-Grace Gardens Project, in Mascotte, Florida. Please note that our costs include all anticipated taxes, labor, materials, and equipment for the proposed new construction work which includes (4) two-bedroom and one-bath units - (3) units will have approximately 621 SF (living area) and (1) Accessible unit of approximately 675 SF. All units with covered entry patio (approx. 72 SF under roof area), 8-ft. high ceilings, 2-bedrooms, 1-bath, open living and dining area, crushed stone gravel driveway, landscaping (sod, trees, and plants), fiberglass shingle roofing and painted cement board siding finish exterior with stone veneer (max. 25% coverage) and (2) three-bedroom and one-bath units - (1) unit will have approximately 801 SF (living area) and (1) Accessible Unit with approximately 828 SF. All units with covered entry patio (approx. 72 SF under roof area), 8-ft. high ceilings, 3-bedrooms, 1-bath, open living and dining area, crushed stone gravel driveway, landscaping (sod, trees, and plants), fiberglass shingle roofing and painted cement board siding finish exterior with stone veneer (max. 25% coverage) and (1) 609 SF training & community building unit with covered entry (approx. 72 SF under roof area), 8-ft. high ceilings, 2-offices, 1-restroom, open training area, crushed stone gravel driveway, landscaping (sod, trees, and plants), fiberglass shingle roofing and painted cement board siding finish exterior with stone veneer (max. 25% coverage) and all other related work activities.

#### Proposed Construction Costs (2 Bedroom, 1-Bath Unit – Cost Per Unit)

Description	Total
<b>Direct -</b>	
Site Prep Work (Clearing, grading, compacted fill, etc.)	\$3,707.60
Building Concrete Work (Forms, rebar, vapor barrier, slab on grade, backfill, entry porch, patio, etc.)	\$7,056.40
Rough Carpentry (including trusses)	\$10,405.20
Exterior Finishes (Cement board siding, stone veneer, roofing, windows, doors, etc.)	\$10,584.60
MEP Rough-Ins (Air conditioning, electrical, plumbing)	\$8,790.60
Interior finishes (Drywall, doors, paint, etc.)	\$15,189.20
Landscaping, parking strips, etc.	\$4,066.40
<b>Direct Total:</b>	<b>\$59,800.00</b>

© Doucette Construction Company, LLC  
13433 Silverleaf Circle • Clermont, FL 34711  
Phone 321.246.0319 • Fax 321.256.6100

**(3 Bedroom, 1-Bath Unit – Cost Per Unit)**

Description	Total
<b>Direct -</b>	
Site Prep Work (Clearing, grading, compacted fill, etc.)	\$5,133.60
Building Concrete Work (Forms, rebar, vapor barrier, slab on grade, backfill, entry porch, patio, etc.)	\$9,770.40
Rough Carpentry (including trusses)	\$14,407.20
Exterior Finishes (Cement board siding, stone veneer, roofing, windows, doors, etc.)	\$14,655.60
MEP Rough-Ins (Air conditioning, electrical, plumbing)	\$12,171.60
Interior finishes (Drywall, doors, paint, etc.)	\$21,031.20
Landscaping, parking strips, etc.	\$5,630.40
<b>Direct Total:</b>	<b>\$82,800.00</b>

**(Site Development Costs)**

Description	Total
<b>Direct -</b>	
Site Development Costs (Clearing, grading, survey, fill & compaction, fine grading, crushed stone roadway, etc.)	\$127,261.00
Utilities (Electrical service, water service, force main sanitary sewer with grinder pump & vault, etc.)	\$155,879.00
Fencing, landscaping, signage, etc.	\$61,667.00
<b>Direct Total:</b>	<b>\$344,807.00</b>

**(Total Project Costs)**

<b>Total Direct Costs:</b>	
(4) 2-bedroom, 1-bath units	\$239,200.00
(2) 3-bedroom, 1-bath unit	\$165,600.00
(1) 2-office, 1-restroom training/community center	\$59,800.00
(1) Existing Tri-Plex Unit - Cosmetic Enhancements	\$34,086.00
Site Development Costs	\$344,807.00
<b>Total Direct Costs:</b>	<b>\$843,493.00</b>

<b>InDirect -</b>	
General Requirements/General Conditions (Dumpsters, field office, cellphones, radios, laptops, office supplies, job site conditions, project safety, management personnel – project manager, superintendent, etc.)	\$134,822.00
Construction Plans & Specs	\$56,658.00
Overhead	\$39,660.00
Profit	\$73,656.00
<b>Total Indirect Costs:</b>	<b>\$304,796.00</b>

<b>Total Project Costs (Direct + InDirect):</b>	<b>\$1,148,289.00</b>
---	-----------------------



All work is anticipated to be completed during normal working hours (7:00 AM – 4:30 PM).

This proposal includes a 1-year warranty on all workmanship and furnished materials unless specifically covered by a manufacturer's warranty, which shall apply.

We have included costs for a complete turn-key project and have quoted as per industry standards.

We have included full-time on-site supervision. We anticipate the project construction duration to be approximately 6-8 months (including time allowance for potential material delays due to continued logistics issues).

As the project is anticipated to start in mid to end of the first quarter of 2023, we have included an anticipated 6.4% material cost escalation for 2023).

Thank you again for the opportunity to collaborate with you on this project. Please don't hesitate to contact me with any questions or concerns.

Sincerely,

**Doucette Construction Company, LLC**



Jim Doucette  
321-246-0319  
[jim@doucetteconst.com](mailto:jim@doucetteconst.com)

**EXHIBIT D**  
**Schedule of Values**



## EXHIBIT E

### Project and Funding Request

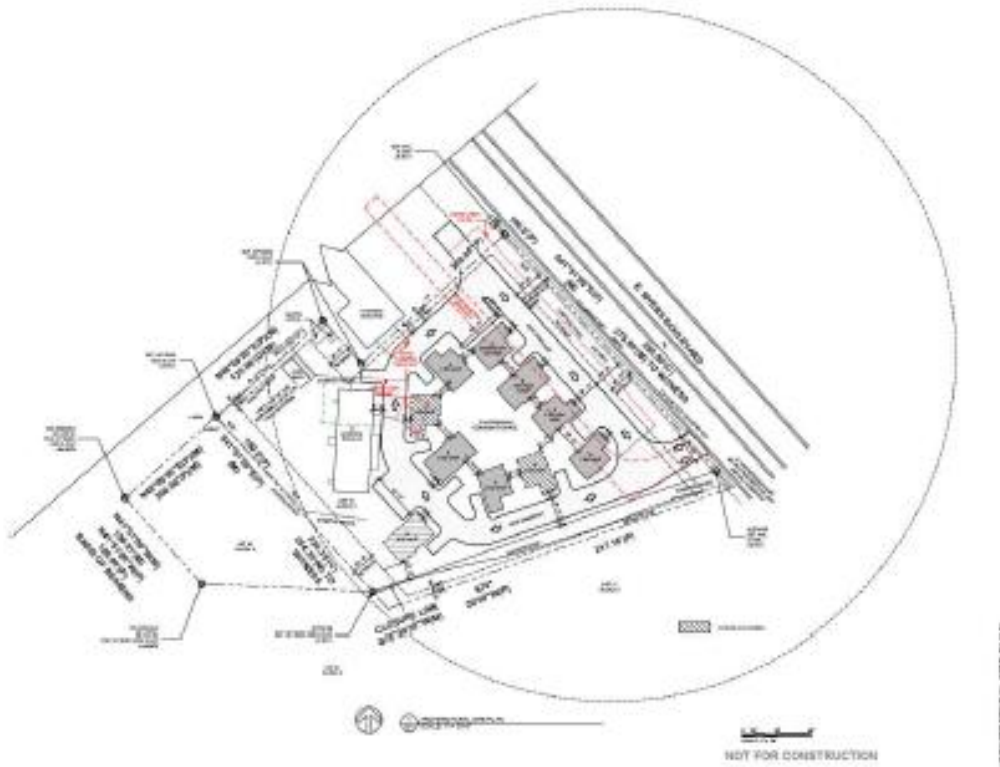
## Project Description

### Hannah-Grace Gardens Project

The project site is located in Mascotte, Lake County, Florida. The site consists of approximately 1.64 acres (71,438 sf) with an existing 2,622 square foot three (2) one-bedroom one-bath, and (1) two-bedroom one-bath rental units (Tri-Plex).



Find Feed Restore is proposing to construct six (6) additional residential units consisting of four (4) two-bedroom one-bath (one - 675 sf Accessible and three - 621 sf) units and two (2) three-bedroom one-bath (one - 828 sf Accessible and one - 801 sf) units. The proposed new units will be constructed in the center of the property within the area of the existing circular gravel drive. The existing Tri-plex unit will receive cosmetic enhancements consisting of new flooring and paint (interior and exterior).



The site will require infrastructure enhancements consisting of regrading and adding approximately 8-12 inches of compacted fill for each new unit's building pad and coordinating with the local power utility company for new underground electrical and public water service onto the property. Installing lateral sanitary lines from each unit to the municipal sanitary sewer system lines, along with installing the new compacted crushed stone drive and compacted crushed stone parking pads adjacent to each new unit.

Additionally, Find Feed Restore proposes constructing a 609-square-foot open floor-plan training and Community building that will be utilized for resident counseling, education, and training.

## Project and Operational Goals

### Building Design Objectives

The following project and operational goals have been established to ensure that the new residential units contribute to achieving the Find Feed Restore Housing Program and Mission statement.

## Symbolism and Image

Hannah-Grace Gardens proposed that new units have a modern cottage-style design wood frame, concrete slab on grade, painted cement board siding, faux stone or brick enhancements, and standing seam metal roofing.

The units will have covered front porches and open rear patios for community interaction. Each unit will have compacted crushed stone drives and parking pads. The entry and circular loop drive will also be compacted crushed stone to minimize water run-off and let water naturally seep through and go into the soil beneath. The proposed pervious surfaces will have a much more aesthetically appealing look to further enhance the cottage appeal.

## Ease of Pedestrian Movement

Consideration is also given to promoting pedestrian movement between the units, encouraging community interaction.

## Interior Circulation

The circulation system from the entry through the building will be:

- be direct
- have minimum decision points (e.g., change in direction of movement or passage through doorways)
- have logical functional relationships of spaces and rooms

Barrier-free access is mandated throughout the building; therefore, consideration also must be given to the orientation requirements for the disabled.

## Security

The safety of the residents is a primary objective. The number of entrances/exits will be kept to a minimum.

## Atmosphere

The atmosphere of the units will be warm, inviting, bright, cheery, and stimulating but not so trendy in colors and design features as to become dated quickly.

## Ceiling Heights

Ceiling heights of 8 feet in the clear are adequate for all living purposes. Higher ceilings necessitate increased illumination and create cubage that must be heated in winter and

cooled in summer, and they can be a dis-economy. As much as possible, ceiling heights should be kept uniform.

## Windows

Windows are needed in all bedrooms and living areas. Natural light has a positive effect on most people, and this should be taken into account in the design of any windows to create an impression of outside-to-inside flow.

## Lighting

Good lighting is of utmost importance. The effect of lighting is considerably greater than generally realized because it works in subtle ways. The units should have warm, high-quality, glare, and shadow-free illumination.

## HVAC

A good ventilation system is as essential as a good lighting system in affecting the resident. Good quality in the air distribution can be more important than the temperature settings. In these units, the HVAC system will provide a comfortably low background sound throughout the building to play against the everyday noises of movement and talking. It is essential to have good air filtration to avoid dust. The system should provide a high level of filtration with a low maintenance cost. The unit will be slightly pressurized to inhibit the entrance of dust through tiny crevices. In general, temperatures should be no lower than 68 degrees Fahrenheit in winter or above 76 degrees in summer, and humidity levels of 40-50% should be maintained.

## Electrical

Each unit will have a 100-Amp electrical panel with all the required breakers, wiring, etc. All recessed lighting will be LED, and bedrooms and living rooms will have ceiling mounted fanlights with separate wall switches. Wall-mounted sconce lighting at the entry door and rear patio. Cable using coax 5e cabling with a connection port in each bedroom and one in the living room. Phone jacks will be installed in each bedroom, with one in the kitchen.

## Materials and Finishes

All materials and finishes will be of quality, befitting the dignity and functions of the homes.

### Floors and Floor Covering

Floors should be able to carry a live load of no less than 100 pounds per square foot (psf). Floor surfaces should be finished with vinyl plank flooring in all living areas and bathrooms with area carpet in the bedrooms.



## **Walls**

The interior walls will be eggshell-painted orange-peel. When walls separate noisy from quiet areas, fiberglass wall blankets will be utilized to minimize sound transmission.

## **Building Design Efficiency**

The ratio of net to gross area measures building design efficiency. Gross area includes net and non-assignable areas such as corridors, toilets, mechanical and general storage spaces, structure, and exterior walls.

## **Cost Containment**

The design should consider cost containment for construction and operations over the life of the building. We intend to seek maximum benefit for cost without sacrificing architectural quality. Cost containment measures are described below:

### **Costs**

The budget is specified in Section 2.

### **Life Cycle Costs**

The life cycle costs of the following building design components should be considered:

- Materials and finishes
- Operating costs and ease of maintenance of mechanical systems.

### **Energy Efficiency**

The designer has considered energy conservation measures applicable to mechanical systems, building envelopes, and other architectural and landscape design elements and configurations that save energy costs.

**EXHIBIT F - Quarterly Progress Report Form****Page 1 of 2****LAKE COUNTY, FLORIDA - BOARD OF COUNTY COMMISSIONERS  
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS****Quarterly Progress Report Form**

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

**Project Description**

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

--

**Expenditures**

*Add obligations and expenditures in the table below.*

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

**Status of the Project**

*Please select the appropriate box.*

Not Started ☐    Less than 50% ☐    More than 50% ☐    Completed ☐

**Contract**

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

No ☐    Yes ☐

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

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

No ☐    Yes ☐

---

 Project Manager or Authorized Representative

---

 Date

**EXHIBIT F - Quarterly Progress Report Form**  
**Page 2 of 2****Additional Reporting Requirements\*****Instructions:**

Projects that fall within the **1: Public Health** and **2: Negative Economic Impacts** categories require identification of: 1) population being served by the project, 2) whether the population was impacted or disproportionately impacted, and 3) the qualifier or qualifying status of the population.

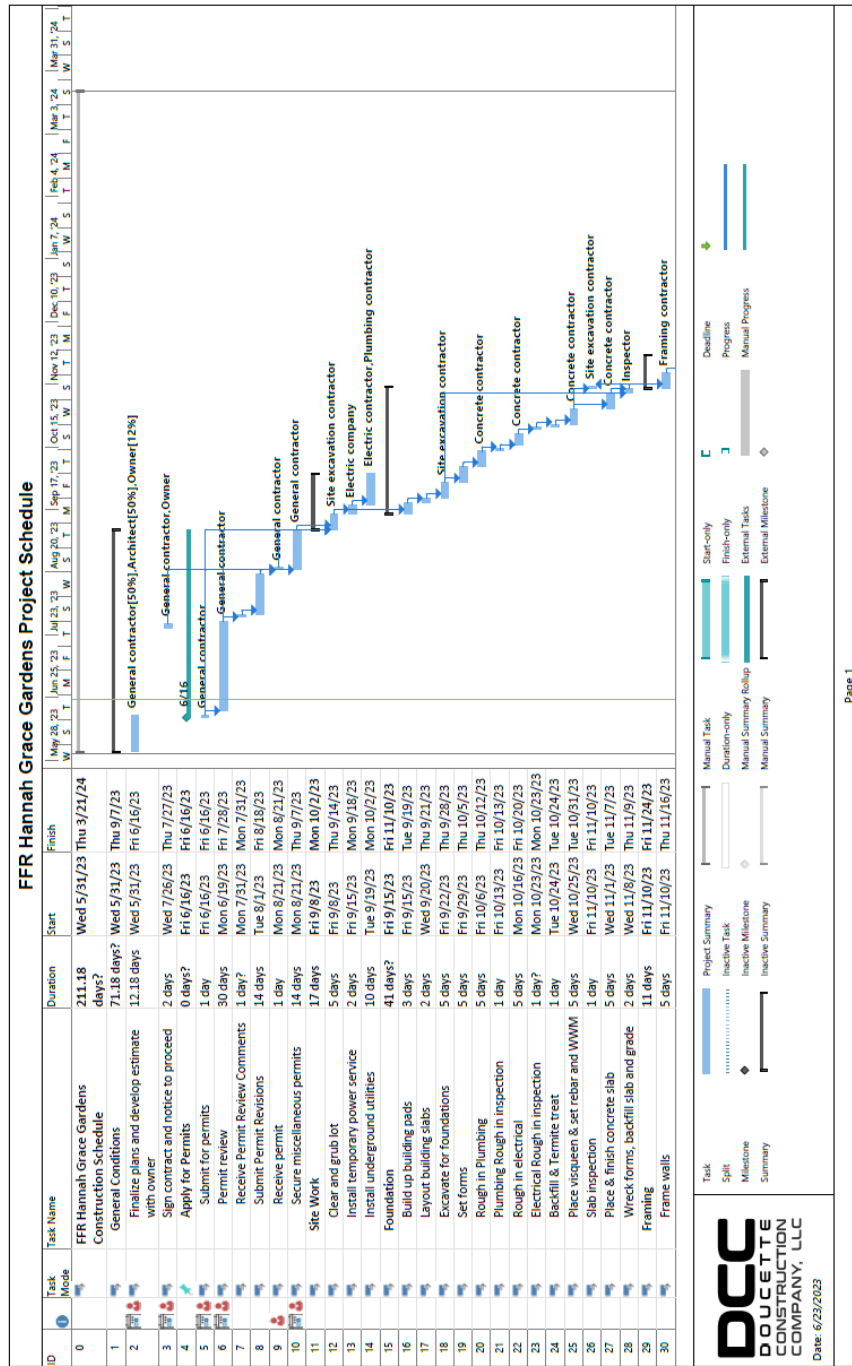
A dropdown menu is available for the first two rows below. More information on the specific qualifier/qualifying status of the population being served can be found in the table on pages 20-21 within the Compliance and Reporting Guide found here: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Population being served?	Choose an item.
Impacted or Disproportionately Impacted?	Choose an item.
Qualifier/qualifying status?	

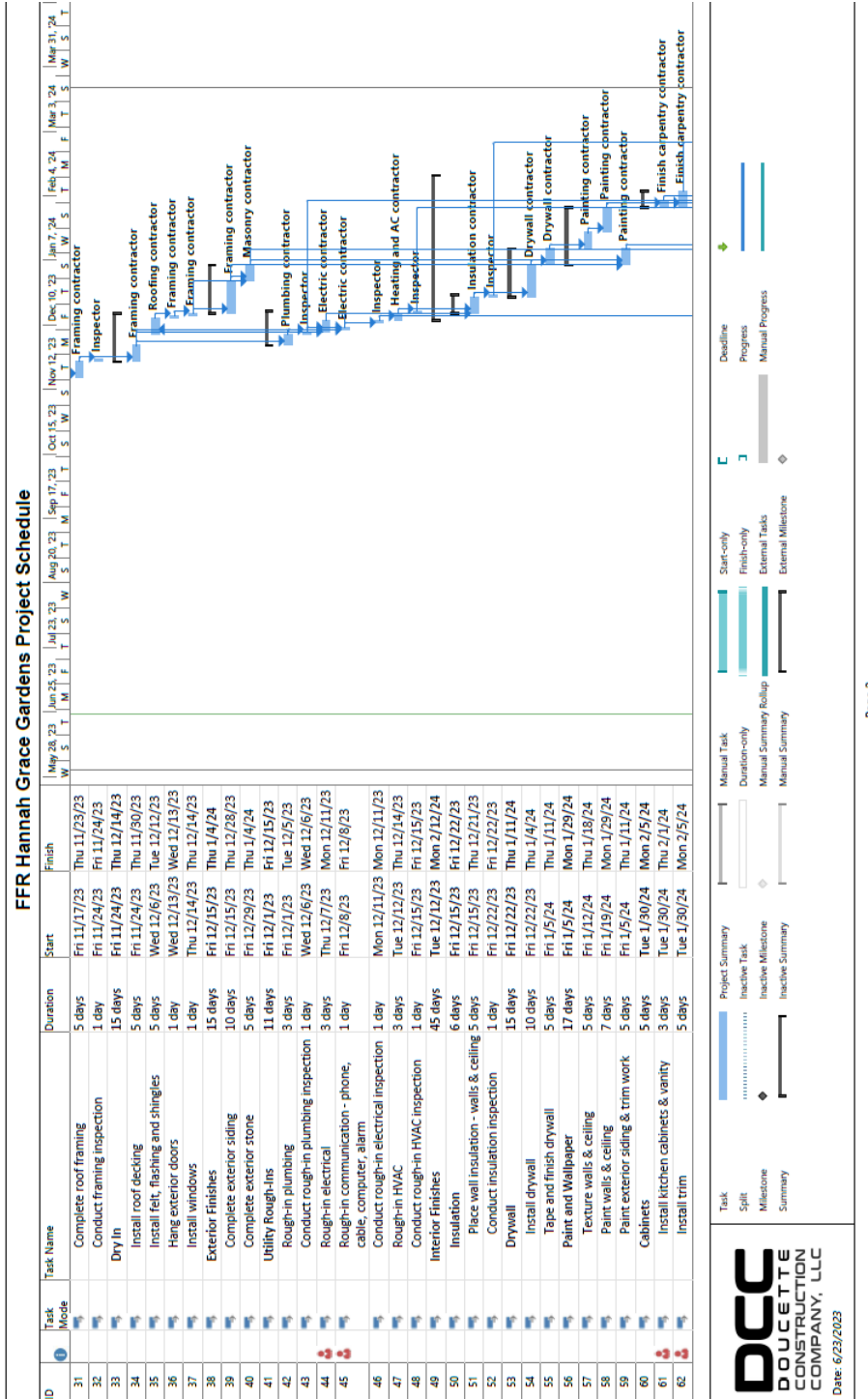
Additionally, projects that fall within **1: Public Health, 2: Negative Economic Impacts, 4: Premium Pay, 5: Infrastructure, AND/OR is a Capital Expenditure** have supplemental programmatic data that is required to be collected and reported. More information on the required data can be found on pages 27-33 within the Compliance and Reporting Guide found here: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

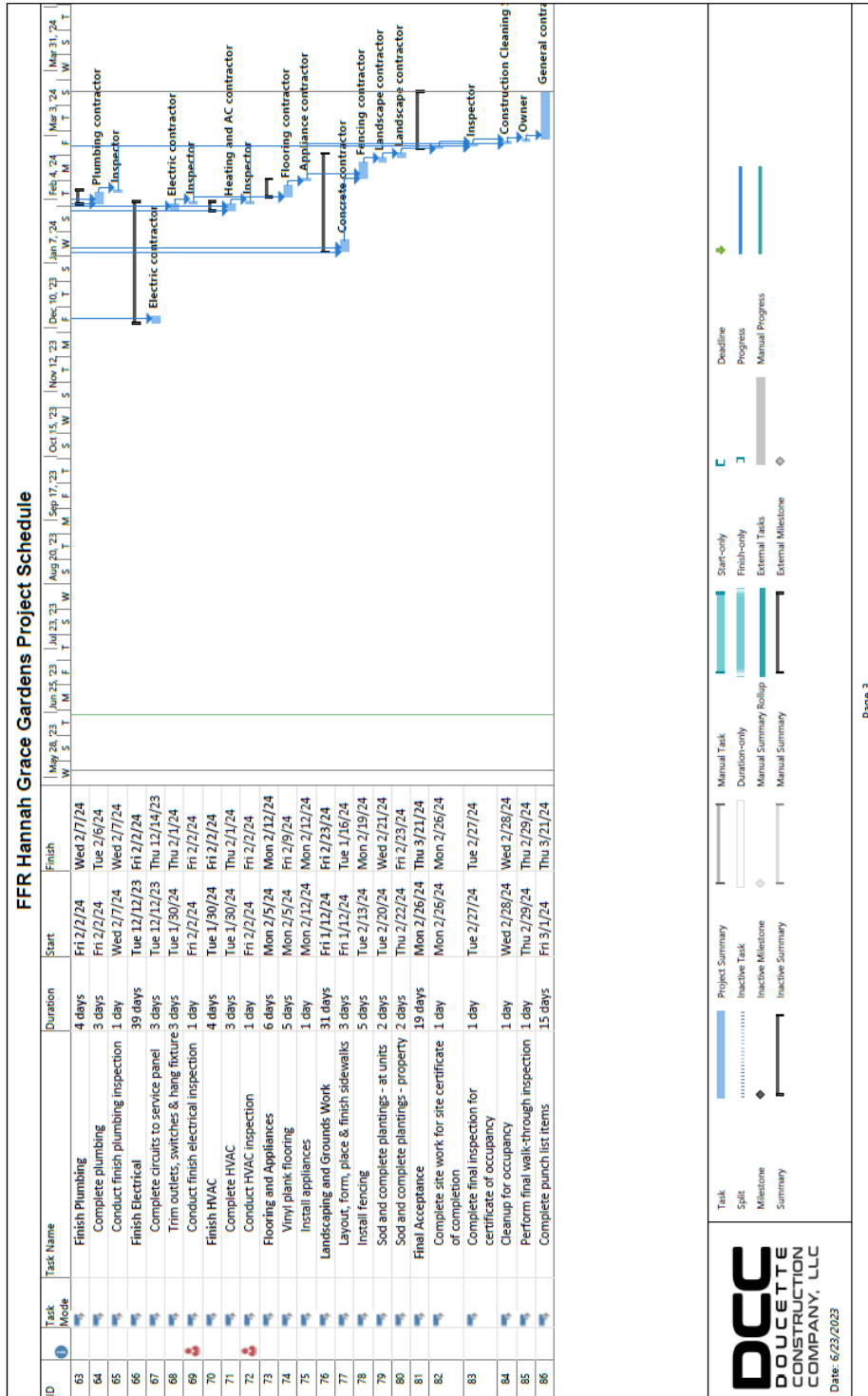
Required Programmatic Data

## EXHIBIT G – Construction Timelines









## EXHIBIT H

### Mortgage and Promissory Note

Prepared by and return to:  
Melanie Marsh, County Attorney (mw)  
Lake County Attorney's Office  
P. O. Box 7800  
Tavares, Florida 32778

**Parcel Number: 14-22-24-0200-005-00902**

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$1,200,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

---

#### LAKE COUNTY AMERICAN RESCUE PLAN ACT FUNDS (ARPA) MORTGAGE

THIS MORTGAGE, hereinafter referred to as the "Mortgage" is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2023, ("Closing Date") by and between **Find, Feed & Restore, Inc.**, a Florida non-profit corporation, hereinafter referred to as "Borrower," whose principal address is Post Office Box 121129, Clermont, Florida 34711, and **Lake County, Florida**, a political subdivision of the State of Florida, whose principal address is 830 West Montrose Street, Tavares, Florida 32778, hereinafter referred to as "Lender."

#### W I T N E S S E T H:

THAT Borrower and Lender entered into a certain Lake County American Rescue Plan Act of 2021 (APRA) Funding Agreement to receive funds to construct an affordable housing project; and

THAT to secure the payment of an indebtedness in the principal APRA amount of **One Million Two Hundred Thousand and NO/100 Dollars (\$1,200,000.00)**, hereinafter referred to as the "Loan," which shall be payable in accordance with that certain Note, bearing even date herewith, inclusive of the signature of the Borrower, which is affixed hereto and made a part hereof, hereinafter referred to as the "Note," and all other indebtedness which Borrower is obligated to pay to Lender pursuant to the provisions of the Note and this Mortgage, Borrower hereby grants, conveys and mortgages to Lender all of its right, title and interest in:

ALL THAT certain lot, piece or parcel of land situated in Lake County and State of Florida, bounded and described in **Exhibit "A"**, attached hereto and incorporated herein.

TOGETHER with all of Borrower's right, title and interest in the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said property are herein referred to as the "Property;" and

TOGETHER with any and all of Borrower's right, title and interest in awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to Lender and are deemed a part of the property mortgaged hereby; and Lender is hereby

authorized to collect and receive the same toward the payment of indebtedness secured by this Mortgage, notwithstanding the fact that the amount thereon may not then be due and payable; and

TOGETHER with all rights, title and interest of Borrower in and to the land lying in the streets, roads, or alleys adjoining to the above-described land. All the above-described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto Lender, its successors and assigns forever for the purposes and uses herein set forth.

AND Borrower further covenants and agrees with Lender, as follows:

**1. PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay the principal of the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in the Mortgage. The interest rate on the loan shall be zero percent (0%) interest.

Payment of principal shall be due in full on \_\_\_\_\_ (Twenty (20) years after "Closing Date") (hereinafter referred to as the "Loan Term") or prior to the expiration of the Loan Term if the Property is sold prior to the expiration of the Loan Term without the Lender's prior written consent or if the Property does not comply with the terms noted in the Agreement, or that certain Declaration of Covenants and Restrictions executed by Borrower and Lender, hereinafter referred to as the "LURA, will be recorded in Official Record of Lake County after applicable notice and opportunity to cure, but in no event earlier than the maturity date of the Prior Mortgage. The Loan will be forgiven in the sole and absolute discretion of the County if the affordability requirements under the County are met.

The LURA is hereby incorporated into this Mortgage by reference and its terms adopted as if fully set forth herein.

**2. FUNDS FOR TAXES, ASSESSMENTS AND LIENS.** Borrower shall pay before the same become delinquent, as hereinafter provided, all taxes, assessments, and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the Mortgaged Property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

**3. COMPLETION OF IMPROVEMENTS.** This Mortgage and the attached Note were executed and delivered to secure moneys advanced in full to Borrower by Lender as or on account of a loan evidenced by the Note for construction of an affordable housing project on the Mortgaged Property comprising of cosmetic enhancements to an existing Triplex consisting of new flooring and paint (interior and exterior), construction of a minimum of four (4) two-bedroom/one-bath units, two (2) three-bedroom/one-bath units, and a training/community center, along with providing all of the necessary infrastructure for construction of new units and three additional future units, hereinafter collectively referred to as the "Improvements."

All units will benefit impacted households and populations meet presumptive eligibility under the Public Health (PH)-Negative Economic Impacts (NEI) if the units funded serve households with a maximum income of 65% Area Median Income (AMI), for a period of twenty (20) years or greater. A full list of eligibility requirements can be located within the Coronavirus State and Local Fiscal Recovery Funds implemented by the U.S. Department of Treasury's Interim Final Rule and Final Rule at 31 CFR Part 35.



Borrower shall make or cause to be made all of the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for a period of thirty (30) consecutive days for any reason other than strikes, lock-outs, acts of God, fires, floods or other similar catastrophes, such as riots, war or insurrection, or other events beyond the control of Borrower, Lender, after due notice to Borrower, is hereby authorized (A) to enter upon the Mortgaged Property and employ any watchman, protect the Improvements from depredation or injury and to preserve and protect such property, (B) to carry out any or all the existing contracts between Borrower and other parties for the purpose of making any of the improvements, (C) to make and enter into additional contracts and incur obligations for the purposes of completing any portion of the Improvements pursuant to the obligations of Borrower hereunder either in the name of Lender or Borrower, and (D) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by Lender as provided in this Paragraph, all of which amounts so paid by Lender, with interest thereon from the date of each such payment at the rate of 12% per annum, shall be payable by Borrower to Lender on demand and shall be secured by this Mortgage.

**4. BUILDING REMOVAL, ADDITIONS AND COMPLIANCE WITH REQUIREMENTS.**

No building, structure, improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Lender except for obsolete or worn property replaced by adequate substitutes equal or greater in value than the replaced items when new and inventory and goods in the ordinary course of business. Borrower will not make, permit, or suffer any alteration of or addition to any building, structure or improvement which may hereafter be erected or installed upon the Mortgaged Property, or any part thereof, except the Improvements required to be made pursuant to Paragraph 3 hereof, nor will Borrower use, or permit or suffer the use of, any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of Lender. Borrower will maintain the Mortgaged Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of Federal, State and local governments or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

**5. CHARGES AND LIENS.** Borrower will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens to which this Mortgage is expressly subject (as set forth in the next sentence), and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the Improvements.

**6. NOTICE OF FIRE OR CASUALTY.** Borrower will give immediate notice by registered or certified mail to Lender of any fire, damage or other casualty affecting the Mortgaged Property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

**7. COVERAGE OF INSURANCE POLICIES.**

A. Borrower will keep all buildings, other structures and improvements insured against loss by fire, flood (when applicable) and other hazards, casualties and contingencies in such amounts and manner and for such periods as may be reasonably required by Lender. Lender's insurance requirements may change from time to time throughout the term of the indebtedness. All such insurance policies must include standard fire and extended coverage in amounts not less than necessary to comply with the coinsurance clause. Flood insurance is required if the subject property is found to be in a FEMA Special Flood Hazard Area during the term of the mortgage loan. The flood insurance shall be in an amount at least equal to the outstanding principal balance of all mortgage(s), or the maximum amount of insurance available with respect to the project under the National Flood Insurance Act, whichever is lesser. All such insurance shall be carried by companies reasonably approved by Lender, and all policies shall be in such form and shall have attached thereto loss payable clauses in favor of Lender and any other parties as shall be reasonably satisfactory to Lender. All such policies and attachments thereto shall be delivered promptly to Lender, unless they are required to be delivered to the holder of a lien or a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event certificates

thereof, satisfactory to Lender, shall be delivered promptly to Lender. Borrower will pay promptly when due, as hereinafter provided, any and all premiums on such insurance. The Lender shall be listed as an additional insured on all such insurance policies.

B. In the event of loss or damage to the Mortgaged Property, Borrower will give to Lender immediate notice thereof by mail, at the address herein above stated and Lender may make and file proof of loss if not made otherwise promptly by or on behalf of Borrower. Unless Borrower and Lender otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, for more than thirty (30) days unless due to events described in Paragraph 3, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

C. At least thirty (30) days prior to the expiration of each policy, the Borrower will furnish the Lender with evidence satisfactory to the Lender of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Lender, will be in a form satisfactory to the Lender, and will be maintained in full force and effect. All policies will contain a provision that the policies will not be cancelled or materially amended (including any reduction in the scope or limits of coverage), without at least ten (10) days prior written notice to the Lender. If all or any part of the insurance will expire, or be withdrawn, or become void or unsafe, by reason of the Borrower's breach of any condition, or if for any reason whatsoever the insurance will be unsatisfactory to the Lender, the Borrower will place new insurance on the premises, satisfactory to the Lender. Borrower's compliance with the insurance requirements of the Prior Mortgage shall be deemed compliance with the terms of this Section 7.

**8. TAXES.** In order to protect more fully the security of this Mortgage, Borrower shall promptly submit to Lender upon request, or Lender's designated agent, the Lake County Tax Invoice for the Mortgaged Property. Such invoice shall show either that no taxes are due or be accompanied by a receipt showing taxes have been paid in full.

**9. LOCAL ORDINANCES.** The Improvements and all plans and specifications shall comply with all applicable local ordinances, regulations and rules made or promulgated with lawful authority, including without limitation the Lake County Code, the Lake County Land Development Regulations, or city codes or ordinances, whichever are applicable.

**10. PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Mortgage or the Agreement, excluding any lien to which this Mortgage is expressly subject, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof,



and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such time would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph shall require Lender to incur any expense or take any action hereunder.

**11. LENDER INSPECTIONS.** Lender, or any of its Agents or Representatives, shall have the right to inspect the Mortgaged Property upon reasonable notice, which shall not be less than three (3) business days. Should the Mortgaged Property, or any part thereof, require repair, care or attention, then, after written notice as provided herein (Paragraph 16) to Borrower, and Borrower's failure to so perform, Lender may enter or cause entry to be made upon the Mortgaged Property and repair, protect and maintain the property as Lender may deem necessary. Any and all money that Lender must pay to accomplish the proper maintenance on the mortgaged property shall become due and payable under the provision of Paragraph 10.

**12. EVENT OF DEFAULT.** An Event of Default will be the occurrence of any one of the following events and expiration of the applicable cure period set forth in Paragraph 13 below, and upon that occurrence Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

A. Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;

B. Nonperformance by Borrower of any covenant, agreement, term, or condition of this Mortgage, the Note, the Agreement, the LURA or of any other agreement made by Borrower with Lender in connection with such indebtedness, after Borrower has been given due notice in accordance with Paragraph 13 below by Lender to cure such nonperformance and ten (10) days to cure;

C. Failure of Borrower to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage which continues beyond any applicable grace or cure period and for which a default has been declared;

D. Lender's discovery of Borrower's failure in any application of Borrower to Lender to disclose any fact deemed by Lender to be material, or the making herein, or in any of the agreements entered into by Borrower with Lender (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of Borrower;

E. Failure by the Borrower to submit promptly to the Lender or Lender's designated agent proof of payment of all insurance and taxes, as required herein; or

**F. IF BORROWER DOES NOT REMAIN OWNER, OR IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS RENTED, LEASED OR SOLD BY BORROWER, EXCEPT IN THE ORDINARY COURSE OF BUSINESS AS AN AFFORDABLE HOUSING PROJECT, WITHOUT LENDER'S PRIOR WRITTEN CONSENT, OR IF FIFTY PERCENT (50%) OR MORE OF A GENERAL PARTNER OR ADMINISTRATIVE LIMITED PARTNER INTEREST IN BORROWER IS TRANSFERRED TO PERSONS OR ENTITIES OTHER THAN PERSONS OR ENTITIES HOLDING INTERESTS IN BORROWER (DIRECTLY OR INDIRECTLY), AS OF THE DATE HEREOF, WITHOUT LENDER'S PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED IN A MANNER INCONSISTENT WITH THE TERMS OF THIS MORTGAGE OR THE PROMISSORY NOTE OR APPLICABLE SURVIVING TERMS OF THAT CERTAIN ARPA FUNDING AGREEMENT, AS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, THEN IN ANY OF THE FOREGOING EVENTS, LENDER MAY AT LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE.**

Notwithstanding anything to the contrary contained herein, in no event shall an Event of Default exist based on Borrower's performance under Section VII of Exhibit A of the Agreement related to Borrower's assistance in disaster response and recovery efforts.

Notwithstanding the above, the Borrower's investor limited partner may freely transfer its interest in the Borrower and interests in the investor limited partner and may remove and replace the Borrower's general partner and administrative limited partner as permitted in the Borrower's limited partnership agreement as amended from time to time.

**13. OPTION OF MORTGAGEE UPON EVENT OF DEFAULT.** Upon the occurrence of An Event of Default, Lender, prior to acceleration, shall mail notice to Borrower as is provided in Paragraph 16 hereof, specifying:

- A. The breach;
- B. The action required to cure such breach;
- C. A date not less than ten (10) days from the date the notice is mailed to Borrower by which such breach must be cured if the default is a monetary default, and a date not less than thirty (30) days from the date the notice is mailed to Borrower by which such breach must be cured if the default is a non-monetary default; and
- D. That failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the property. The notice shall further inform Borrower of the right to assert in the foreclosure proceedings the non-existence of a default, or any other defense of Borrower to acceleration and foreclosure.

If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstract, title reports and court costs.

Notwithstanding anything herein to the contrary, Borrower's investor member shall have the right, but not the obligation, to cure a default hereunder within the same cure period as the Borrower.

**14. APPOINTMENT OF RECEIVER.** Lender in any action to foreclose this Mortgage may be entitled to have a receiver appointed by a Court of Law as a matter of right and without regard to the value of the Mortgaged Property or the solvency of Borrower or other parties liable for the payment of the Note and other indebtedness secured by this Mortgage. Said receiver shall enter upon, take possession of and manage the Property, and will collect rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payments of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**15. FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a Waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of indebtedness secured by this Mortgage.



**16. NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address below, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

LENDER: Lake County  
ATTENTION: County Manager  
PO Box 7800  
Tavares, FL 32778

WITH A COPY TO: County Attorney  
PO Box 7800  
Tavares, FL 32778

BORROWER: Find, Feed & Restore, Inc.  
830 West Montrose Street  
Clermont, FL 34711

**17. ONE PARCEL.** In case of a foreclosure sale of the Mortgaged Property, it may be sold as one parcel.

**18. BORROWER'S COPY.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

**19. LAWFULLY SEIZED.** Borrower is lawfully seized of the Mortgaged Property and has good right, full power, and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to Lender forever against the lawful claims and demands of any and all parties whatsoever.

**20. BORROWER NOT RELEASED.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release in any manner the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**21. CAPTIONS.** The captions of this Mortgage are for convenience only and shall not be construed as defining or limiting the scope or intent of the provisions hereof.

**22. SUCCESSORS AND ASSIGNS.** This Mortgage and all covenants, agreements, terms, and conditions herein contained shall be binding upon and inure to the benefit of Borrower, and, to the extent permitted by law, every subsequent owner of the Mortgaged Property and shall be binding upon and inure to the benefit of Lender and its assigns. The word "Lender" shall include any person, corporation, or other party who may from time to time be the holder of this Mortgage. Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

**23. VENUE.** Each party covenants and agrees that any and all legal actions arising out of or connected with this Mortgage shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Mortgage is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

**24. SURVIVABILITY AND SEVERABILITY.**

A. Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Mortgage shall remain enforceable against such party subsequent to such termination.

B. In the event any section, sentence, clause or provision of this Mortgage is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Mortgage shall not be affected by such determination and shall remain in full force and effect.

**25. RELEASE.** Upon payment of all sums secured by this Mortgage and the Note, the Lender shall release this Mortgage and the Note. The Borrower shall pay all recordation costs.

**26. NONRECOURSE.** The Borrower, its partners and successors and assigns shall only be liable upon the indebtedness evidenced by the Agreement, and sums or amounts to accrue or to become payable thereunder or under this Mortgage or either of them, to the extent of the nonrecourse security granted under the Agreement, Mortgage or other indenture. If a default occurs, any judicial proceedings or enforcement of the remedies under the Agreement and this Mortgage against the Borrower, its partners and successors and assigns shall be limited to the preservation, enforcement and foreclosure of the liens, estates, assignments, titles, rights and security interests now or at any time hereafter acquired in such security and no judgment, attachment, execution or other writ of process shall be sought, issued or levied upon the assets, property or funds of the Borrower, its partners or successors and assigns other than the properties, rights, estates and interests of the Borrower as are identified as security in this Mortgage. In the event of a foreclosure or other disposition as provided for in the Lake County ARPA Sub-Recipient Agreement, Mortgage or other indenture of such liens, estates, assignments, titles, rights and security interests, whether by judicial proceedings or the exercise of the power of sale, no judgment for the deficiency of such indebtedness, sums and amounts shall be sought or obtained against the Borrower, its successors, and assigns.

Notwithstanding the foregoing provisions of this Paragraph, nothing herein contained shall limit or restrict the ability of the Lender to seek or obtain a judgment against the Borrower or its successors and assigns for:

A. Indemnification under Article XXII of the Agreement and under equivalent provisions of the other loan documents; provided, however the foregoing is not intended to make the Borrower or its successors and assigns personally liable for the payment of principal and interest due under the loan;

B. Liability for intentional waste, destruction or damage to the Property or any part thereof;

C. All obligations under the LURA; provided, however the foregoing is not intended to make the Borrower or its successors and assigns personally liable for the payment of principal and interest due under the loan;

D. Application of proceeds paid under any insurance policies by reason of damage, loss or destruction to any portion of the Property to the full extent that such proceeds are payable or should be payable to the Lender under the terms of this Mortgage, subject to any subordination agreement by the Lender;

E. Application of proceeds or awards resulting from the condemnation or other taking in lieu of condemnation, relating to any portion of the Property other than to the reasonable costs of the restoration of the Property or to the obligations of the Borrower under the loan documents, subject to any subordination agreement by the Lender;

F. Failure by the Borrower to cause to be maintained upon the Property the insurance coverage required under this Mortgage;

G. Any liability, damage, cost or expense incurred by the Lender as a result of any fraud, misrepresentation or bad faith by the Borrower.

**27. MERGER AND MODIFICATIONS.** This Mortgage will not be modified or amended except by agreement in writing signed by both parties. This Mortgage embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

**IN WITNESS WHEREOF**, this Mortgage has been duly signed and sealed by the Borrower on or as of the day and year first above written.

**Witnesses:**

**FIND, FEED & RESTORE, INC.**  
a Florida non-profit corporation

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Brian K. Broadway  
President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name printed or typed

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name printed or typed

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Brian K. Broadway, President, on behalf of Find, Feed & Restore, Inc., a Florida non-profit corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public (Signature)  
Print Name:

**EXHIBIT A – LEGAL DESCRIPTION**

The Southerly 1/2 of Lot 9 and the South 125.0 feet of the Northerly 1/2 of Lot 9, and all of Lot 10, in Block 5, of Midway, according to the Plat thereof, as recorded in Plat Book 11, at Page 57, of the Public Records of Lake County, Florida, less right-of-way for highway.

**Alternate Key 1765617**

**Parcel Number: 14-22-24-0200-005-00902**



**PROMISSORY NOTE**  
**Find, Feed & Restore, Inc.**  
**AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

**Amount: \$1,200,000.00**

**FOR VALUE RECEIVED**, the undersigned, hereinafter referred to as “Borrower,” promises to pay to the order of Lake County, a political subdivision of the State of Florida, hereinafter referred to as “Lender,” or its successors, the sum **One Million Two Hundred Thousand and NO/100 Dollars (\$1,200,000.00)**.

**1. LOAN PAYMENT:** Borrower shall promptly pay the principal of the indebtedness evidenced by this Note, and all other charges and indebtedness provided herein and in that certain Mortgage to be entered into on date even herewith and recorded in the Public Records of Lake County, Florida (the “Mortgage”), at the times and in the manner provided in this Note and in the Mortgage. The interest rate on the loan shall be **zero percent (0%) interest**.

Payment of any principal shall be due in full on \_\_\_\_\_ (Twenty (20) years after “Closing Date”) hereinafter referred to as the “Loan Term”) or as otherwise set forth in the Mortgage. This Note may be forgiven in the sole and absolute discretion of Lake County or Lender if the affordability requirements under the County are met.

**2. DEFAULT & ACCELERATION:** Lender shall have the optional right to declare the amount of the total unpaid balance hereof to be due and forthwith payable in advance of the maturity date of any sum due or installment, as fixed herein, after notice has been given in accordance with the terms and conditions in the Mortgage securing this Note, upon the occurrence of any event or failure to perform in accordance with any of the terms and conditions in the Mortgage, this Note, LURA or the Agreement.

**3. ESTOPPEL/WAIVER:** Failure of Lender to declare a default shall not constitute a waiver of such default. Upon default, this Note will accrue interest at the highest rate permissible under applicable law, or, if this Note be reduced to judgment, such judgment should bear interest at the highest rate permissible under applicable law.

**4. PREPAYMENT:** Borrower reserves the right to prepay at any time all or part of the principal amount of this Note without the payment of penalties or premiums. All payments of this Note, prior to default, shall be first applied to reduce the principal amount of this Note and second to the payment of interest.

**5. COLLECTION COSTS:** If suit is instituted by Lender to recover this Note, Borrower agree(s) to pay all reasonable out of pocket costs of such collection including reasonable attorney's fees and court costs.

**6. PARTIES:** The words “Borrower” and “Lender” in this Note shall be construed to include the respective heirs, personal representatives, successors, and assigns of the Borrower and the Lender.

**7. CONSTRUCTION AND VENUE:** Each party covenants and agrees that any and all legal actions arising out of or connected with this Note shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Note is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

8. **NONRECOURSE:** The nonrecourse terms of the Mortgage are incorporated herein by reference and shall survive regardless of whether the mortgage is satisfied or amended.

**IN WITNESS WHEREOF**, this Note has been duly executed by Borrower as of the day and year first written above.

**Witnesses:**

**FIND, FEED & RESTORE, INC.**  
a Florida non-profit corporation

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Name printed or typed

Brian K. Broadway

President

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name printed or typed

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Brian K. Broadway, President, on behalf of Find, Feed & Restore, Inc., a Florida non-profit corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public (Signature)  
Print Name:

**EXHIBIT I – Declaration of Restrictive Covenants  
(Land Use Restriction Agreement – LURA)**

**LAND USE RESTRICTION AGREEMENT  
Find, Feed & Restore, Inc.  
for an Affordable Housing Project**

After Recording Return to:  
Melanie Marsh, County Attorney (mw)  
Lake County Attorney's Office  
P. O. Box 7800  
Tavares, Florida 32778

**Folio #: 14-22-24-0200-005-00902**

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**DECLARATION OF COVENANTS AND RESTRICTIONS**

(a/k/a Land Use Restriction Agreement "LURA")

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS**, hereinafter referred to as the "LURA," is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Find, Feed & Restore, Inc.**, a Florida non-profit corporation (hereinafter the "Owner"), whose principal address is 830 West Montrose Street, Clermont, Florida 34711.

**R E C I T A L S**

**WHEREAS**, Owner is the owner in fee of that certain real property located in Lake County, Florida, legally described in **Exhibit "A"** attached hereto and incorporated herein by reference (hereinafter the "Property"); and

**WHEREAS**, Lake County, Florida, a political subdivision of the State of Florida (hereinafter the "County") and Owner entered into that certain Lake County American Rescue Plan Act (ARPA) Funding Agreement, approved on \_\_\_\_\_, 2023 (hereinafter the "Agreement"), through which the Owner has or will receive funds from the Coronavirus State and Local Fiscal Recovery Funds of the American Rescue Plan Act of 2021 (ARPA) (hereafter, "ARPA Funds") for the construction of improvements on the Property; and

**WHEREAS**, the ARPA Funds will be used to provide cosmetic enhancements to the existing Triplex consisting of new flooring and paint (interior and exterior) and shall construct a minimum of four (4) two-bedroom/one-bath units, two (2) three-bedroom/one-bath units, and a training/community center, along with providing all of the necessary infrastructure for construction of new units and three additional future units ("**Improvements**") on the Property known as the **Hannah-Grace Gardens Mascotte Project** (the "Project"), of which **all units** shall be set aside for affordable housing, which benefit impacted households and populations meet presumptive eligibility under the Public Health (PH)-Negative Economic Impacts (NEI) if the units funded serve households a maximum income of 65% Area Median Income (AMI), for a period of twenty (20) years or greater. A full list of eligibility requirements can be located within the Coronavirus State and Local Fiscal Recovery Funds implemented by the U.S. Department of Treasury's Interim Final Rule and Final Rule at 31 CFR Part 35 ("SLFRF"); and

**WHEREAS**, as set forth in the Agreement, any further development on the Property beyond the Improvements shall be in compliance with all applicable local and federal regulations; and

**WHEREAS**, as a condition of receipt of the ARPA Funds and pursuant to County policy, the Owner agrees to the restricted use of this Property as set forth herein and in the Agreement; and

**WHEREAS**, as part of the Agreement, Owner desires to enter into this LURA in order to be deemed in compliance with Federal and local regulations and policies; and

**Declaration of Restrictive Covenants (a/k/a Land Use Restriction Agreement (LURA))**

**WHEREAS**, this LURA shall be properly filed and recorded by the Owner within the Official Records of Lake County, Florida, and shall constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein.

**NOW THEREFORE**, in consideration of the County providing ARPA Funds to the Owner, and acknowledging that compliance with this LURA is necessary pursuant to local regulations and policies, the Owner hereto agrees as follows:

1. Recitals. The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Property. The Property subject to this LURA is further described in **Exhibit “A,”** attached hereto and incorporated herein by reference.

3. Duration of Covenants. The covenants set forth in this LURA shall remain in effect from Project completion as determined by the County and first occupancy, continuing thereafter until the earlier of **or the date the loan is paid off, but in no event less than twenty (20) years after the issuance of a Certificate of Occupancy or Certificate of Completion (“LURA Term”).**

4. Use and Occupancy.

a. All units comprising the Project shall be restricted to:

i. Affordable housing units constructed on the Property as part of this Project will be rented to income qualified households for an annual rate not to exceed the annual Fair Market Rental (FMR) value established by the U.S. Department of Housing and Urban Development (HUD). Any available units of the Project shall first be offered to residents of Lake County who have resided in Lake County for eighteen (18) months who meet the eligibility criteria of individuals and families for affordable housing.

ii. Thirty percent (30%) of the units will be reserved and provided first priority to income qualified applicants who are police officers, first responders, or educators. If SUB-RECIPIENT is unable to find qualified police officers, first responders, or educators to fill any of the 30% of the reserved units, the remaining reserved, vacant units will then be made available to Lake County residents in accordance with subsection (i.), above.

iii. The remaining seventy percent (70%) of the units shall be reserved for Lake County residents in accordance with subsection (i.), above.

iv. To be income qualified under subsections (i.), (ii.), and (iii.), applicant households shall be either at or below 65% of the Area Median Income (AMI). A full list of eligibility requirements can be located within the Final Rule of the SLFRF.

v. The Project units shall be reserved for households qualified under subsections (i.) through (iv.) for a period of twenty (20) years or greater.

vi. The SUB-RECIPIENT shall provide to the COUNTY, or the COUNTY’s designee, any and all documents and information necessary to demonstrate the use of the property for the benefit of income qualified individuals, as described in this paragraph, for a period of twenty (20) years. Documentation shall be provided, at a minimum, annually to the COUNTY in the form required by the COUNTY.

vii. The twenty (20) year period shall commence from the date of Project completion, as determined by the COUNTY and first occupancy. In no event shall this period commence earlier than the date of issuance of the Certificate of Occupancy or Certificate of Completion.

viii. SUB-RECIPIENT’s Project operations, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations,



**Declaration of Restrictive Covenants (a/k/a Land Use Restriction Agreement (LURA))**

31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. SUB-RECIPIENT must comply with all federal, state, local statutes and regulations, and Executive Orders prohibiting discrimination as applicable to this subaward, including, without limitation, the following:

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

2) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex (including gender identity and sexual orientation), familial status, or disability;

3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

4) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

5) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

ix. SUB-RECIPIENT’s Project operations shall comply with Florida’s Residential Landlord Tenant Act; Chapter 83, Part II, Florida Statutes; and the Florida Fair Housing Act; Chapter 760, Part II, Florida Statutes; and shall maintain the Property and Project units in compliance with all applicable state and local building, housing, health, and safety codes.

x. The provisions of this section shall survive the termination of the ARPA Funding Agreement.

b. Any further development of the Property beyond the six (6) units must be in compliance with all federal and local regulations.

c. In the event that the Owner offers the Property for sale before the end of the LURA Term, the Owner must give a right of first refusal to an eligible nonprofit organization for purchase of the Property at the current market value for continued occupancy by eligible persons.

d. Pursuant to the Agreement, the Owner shall provide to the County, or the County’s designee, any and all documents and information necessary to demonstrate the use of the property for the benefit of income qualified individuals, as described in this Section, for a period of twenty (20) years. Documentation shall be provided, at a minimum, annually to the County in the form required by the County.

5. Covenants Run with the Land. All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, be binding for the benefit and in favor of the County, and enforceable by the County, its successors and assigns, against Owner, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof, subject to the provisions of Section 3, above. Each and every contract, deed, or other instrument hereafter executed covering or conveying the land or the Project or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of

**Declaration of Restrictive Covenants (a/k/a Land Use Restriction Agreement (LURA))**

whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the land or the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the land or the Project.

6. **Violation of Agreement.** If a material violation of any of the provisions hereof occurs and is not cured within a reasonable period of time, the party to this LURA that is affected by the violation may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. A reasonable period of time to cure any default shall be ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of non-monetary defaults) from the date the County delivers by personal service or mails written notice of such default to the Owner. The provisions hereof are imposed upon and made applicable to the land and shall run with the land and shall be enforceable against the owner of the Property or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation hereof at any later time or times.

7. **Modification of Agreement.** The County and its successors and assigns, and Owner and the successors and assigns of Owner in and to all or any part of the fee simple title to the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee simple in the Property. Any amendment or modification to this LURA must be in writing and signed by the County and Owner, or their successors and assigns.

8. **Venue and Governing Law.** Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

9. **Termination.** The covenants set forth herein shall automatically terminate and be of no further force and effect upon satisfactory completion of the LURA Term prescribed herein. Upon passing of the LURA Term, the covenants herein shall be deemed satisfactorily complied with unless documents properly and timely recorded with the Lake County Clerk of Court indicate otherwise.

10. **Filing.** Upon execution and delivery by the parties hereto, the Owner shall cause this LURA and all amendments and supplements hereto to be recorded and filed in the Official Public Records of Lake County, Florida, and shall pay all fees and charges incurred in connection therewith. The original executed LURA shall be returned to the County after recording.

11. **Severability.** If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

12. **Entire Agreement.** This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

13. **Counterparts.** This LURA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**Declaration of Restrictive Covenants (a/k/a Land Use Restriction Agreement (LURA))**

**IN WITNESS WHEREOF**, Owner has caused this instrument to be executed on its behalf by their respective officer or agent herein duly authorized as of the day and year first written above.

**Witnesses:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name printed or typed

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name printed or typed

**OWNER:**

**FIND, FEED & RESTORE, INC.**  
a Florida non-profit corporation

By: \_\_\_\_\_

Brian K. Broadway

President

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Brian K. Broadway, President, on behalf of Find, Feed & Restore, Inc., a Florida non-profit corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public (Signature)

Print Name:

**Declaration of Restrictive Covenants (a/k/a Land Use Restriction Agreement (LURA))**

**DECLARATION OF RESTRICTIVE COVENANTS (A/K/A LURA)**

**Exhibit A – Legal Description**

The Southerly 1/2 of Lot 9 and the South 125.0 feet of the Northerly 1/2 of Lot 9, and all of Lot 10, in Block 5, of Midway, according to the Plat thereof, as recorded in Plat Book 11, at Page 57, of the Public Records of Lake County, Florida, less right-of-way for highway.

**Alternate Key 1765617**

**Parcel Number: 14-22-24-0200-005-00902**



EXHIBIT J – AIA Document G702 and G703 Forms – Page 1 of 3

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: PROJECT:

FROM CONTRACTOR: VIA ARCHITECT:

APPLICATION NO:

PERIOD TO:

PROJECT NO:

Distribution to:  
OWNER  
ARCHITECT  
CONTRACTOR

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (Line 1 + 2)

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

5. RETAINAGE:

a. 0 % of Completed Work (Column D + E on G703)

b. 0 % of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

CHARGE ORDER SUMMARY

Total changes approved in previous months by Owner

Total approved this Month

TOTALS

NET CHANGES by Charge Order

ADDITIONS

DEDUCTIONS

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of County of  
Subscribed and sworn to before me this day of  
Notary Public:  
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and online Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION / AIA® © 1992

THE AIA ARCHITECT INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

AA DOCUMENT 6703 - CONTINUATION SHEET FOR 6702 - 1992 EDITION "AA" - © 1992  
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5231

## AIA DOCUMENT G703

PAGE OF PAGES

APPLICATION NO:  
APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

[illegible]

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**EXHIBIT J – AIA Document G702 and G703 Forms – Page 3 of 3**

**CERTIFICATION LANGUAGE REQUIRED  
TO BE ATTACHED TO EACH REQUEST:**

**TO:** LAKE COUNTY  
**DATED:** \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**SUB-RECIPIENT:**

**FIND, FEED & RESTORE, INC.**  
a Florida non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ on behalf of Find, Feed & Restore, Inc., a Florida non-profit corporation, as its \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public (Signature)  
Print Name:

## EXHIBIT K – Waiver and Lien Releases – Page 1 of 2

### WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$\_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through \_\_\_\_\_(insert date) to \_\_\_\_\_(insert the name of your customer) on the job of \_\_\_\_\_(insert the name of the owner) to the following property:

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_ (Lienor)

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_



## EXHIBIT K – Waiver and Lien Releases – Page 2 of 2

### WAIVER AND RELEASE OF LIEN

#### UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$\_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to \_\_\_\_\_ (insert the name of your customer) on the job of \_\_\_\_\_ (insert the name of the owner) to the following described property:

DATED on \_\_\_\_\_, 202\_.

By: \_\_\_\_\_ (Lienor)

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_