

**PROFESSIONAL SERVICES AGREEMENT**  
**GRANT ADMINISTRATIVE SERVICES - REHABILITATION OF SANITARY SEWER**  
**LINES AND MANHOLES (CDBG 23DB-N33)**  
**Request for Proposals - #RFP 24-ES-08**

**CONTRACT AMENDMENT #1**

This Contract Amendment shall become effective immediately and shall remain effective in concurrence with the FFY 2023 Community Development Block Grant Program, hereinafter referred to as "CDBG", as established by FloridaCommerce, within Section (3) Period of Agreement of the Subgrant Agreement between the CLIENT and FloridaCommerce.

WITNESSETH

WHEREAS, the CLIENT has completed the Professional Services Procurement process for Grant Administrative Services relative to the CLIENT's CDBG PROJECT.; and

WHEREAS, the FloridaCommerce has determined that the Grant Administrative Services agreement between the CLIENT and the CONSULTANT requires revisions to the records retention requirements.

NOW THEREFORE, the CLIENT and the CONSULTANT, in consideration of mutual covenants and promises herein contained and fully intending to be legally bound, hereby do, mutually agree to amend the terms and conditions of this Contract as follows:

**SECTION 18. EXAMINATION OF RECORDS.**

(a) The CONSULTANT agrees that the City, or any duly authorized representative, shall, until the expiration of ~~five (5)~~ six (6) years after closeout of the FLORIDA COMMERCE/HUD/CDBG grant, have access to and the right to examine and copy any pertinent books, documents, papers and records of the CONSULTANT involving transactions related to this Contract.

(b) The CONSULTANT further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the sub-contractor agrees that the City or any duly authorized representative shall, until the expiration of ~~five (5)~~ six (6) years after closeout of the FLORIDA COMMERCE/HUD/CDBG grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such CONSULTANT involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude

purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly qualified representatives this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CLIENT**

**CONSULTANT**

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**Jeff Thurman, Interim City Manager  
City of Edgewater, Florida**



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**Jeffrey C. Winter, Principal  
Winter Consulting Group, LLC dba  
Cornerstone Community Partners**

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**Bonnie Zlotnik, City Clerk  
City of Edgewater, Florida**