



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora Northeast Community Redevelopment Agency Governing Board

**Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757**

August 2, 2022

AGENDA

CALL TO ORDER

ROLL CALL

CONSENT AGENDA

ACTION ITEMS

1. Request for the Northeast Community Redevelopment Governing Board to approve the Agreement with Borrelli + Partners, Inc., for Design and Engineering services for the Community Resource and Recreation Center and authorization for the Mayor to execute the Agreement on behalf of the Northeast CRA 3
2. Request approval of Agreement with Habitat for Humanity of Lake-Sumter Florida, Inc., related to the Home Repair Grant Funding Program, and authorization for the Mayor to execute on behalf of the Northeast CRA 36

DISCUSSION ITEMS

OTHER BUSINESS

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS. FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT JESSICA BURNHAM, CITY CLERK, AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: August 2, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request for the Northeast Community Redevelopment Governing Board to approve the Agreement with Borrelli + Partners, Inc., for Design and Engineering services for the Community Resource and Recreation Center and authorization for the Mayor to execute the Agreement on behalf of the Northeast CRA

Introduction:

This is a request for the Northeast CRA Governing Board to Approve the Agreement with Borrelli Partners for Design and Engineering for the Community Resource and Recreation Center.

Discussion:

On March 24, 2022, RFQ #22-GS-003 for Architectural and Engineering Services for the Community Resource and Recreation Center was issued. Seven (7) submittals were received by the opening date of April 25, 2022 at 2:00 p.m. One (1) submittal was deemed non-responsive to the RFQ requirements and one (1) submittal was rejected, without opening, due to conflict of interest. Both submittals were removed from consideration.

The Evaluation Committee met on May 9, 2022, to discuss and score the remaining five (5) submittals received. The discussion was detailed and scoring was consistent. Based on the Committee scores, the five (5) submittals were ranked from highest (#1) to lowest (#5). The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with each of the top three (3) ranked/shortlisted firms.

Presentation/Question & Answer sessions were held on May 20, 2022, with the shortlisted firms. The Evaluation Committee scoring of the three shortlist firms resulted in the following final ranking:

- #1 – Borrelli + Partners
- #2 – Bentley Architects & Engineers Inc.

#3 – CPH, Inc.

On June 21, 2022, the City Council approved Resolution No. 2022-42, Rankings for Architectural and Engineering Services for the Community Resource and Recreation Center, to accept the rankings above and directed staff to negotiate with the top ranked firm, Borrelli + Partners. The attached contract outlines a two-phase design process. The first phase will include finalizing the space and use plan, schematic rendering, and architects' estimated construction costs. This Phase will take up to 120 days to complete and be funded out of the adopted FY21-22 Northeast CRA Budget. Phase 1 will cost \$385,624. Phase 2 will consist of 100% construction drawings for the facility to be constructed. Phase 2 will cost \$638,954 and will be funded out of the FY 22-23 Northeast CRA Budget. Phase 2 will take 180 days to complete, once phase 1 is completed.

Budget Impact:

\$1,024,578 from Northeast CRA Trust Fund in the FY21-22 and FY22-23 budget.

Strategic Impact:

Goal 1. Economic Development.

Recommendation:

The Board approve the Agreement with Borrelli Partners for Design and Engineering for the Community Resource and Recreation Center.

Attachment(s):

1. Professional Svcs Agreement.Northeast CRA Resource Center.Borrelli Partners.SGS

Prepared by:	Jeanann Hand, Deputy City Clerk	
Reviewed by:	Vince Sandersfeld, Planning and Development Director	Approved - 7/19/2022
	Adam Sumner, CRA Administrator	Approved - 7/28/2022
	Sherry Sutphen, City Attorney	Approved - 7/28/2022
	Jessica Burnham, City Clerk	Approved - 7/28/2022
	Jeanann Hand, Deputy City Clerk	Approved - 7/28/2022
	Patrick Comiskey, City Manager	Final Approval - 7/28/2022

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MOUNT DORA, FLORIDA
AND
BORRELLI & PARTNERS, INC.
FOR
ARCHITECTURAL, ENGINEERING AND DESIGN
SERVICES FOR THE RESOURCE AND
RECREATION CENTER
IN THE NORTHEAST CRA
PURSUANT TO
RFQ-22-GS-003

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, and the CITY OF MOUNT DORA NORTHEAST COMMUNITY REDEVELOPMENT AGENCY, hereinafter singly and collectively referred to as the "CITY", and BORRELLI & PARTNERS, INC., 720 Vassar Street, Orlando, Florida 32804, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the CITY competitively solicited for professional architectural design services for the City of Mount Dora Northeast CRA Resource and Recreation Center pursuant to the CITY's Purchasing Policy and RFQ-22-GS-003; and

WHEREAS, the CONSULTANT submitted the most responsible and advantageous response to RFQ-22-GS-003; and,

WHEREAS, the CITY authorized negotiations with the CONSULTANT through City of Mount Dora Resolution 2022-42; and

WHEREAS, the CONSULTANT has certified to the CITY that it has been granted and possesses all necessary, valid and current licenses to do business in the State of Florida and in Lake County, Florida, issued by the respective government agencies responsible for regulating and licensing the services to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

ARTICLE 1.0 - DEFINITIONS

The following are definitions for the terms as associated with this Agreement, whether capitalized or uncapitalized herein, and are provided to establish a common understanding between the parties regarding the intended usage, application and interpretation of same.

1.01 "ADDITIONAL SERVICES" - Additional services shall mean any professional services which are not included within the scope of services set forth in Article 2.00, which are included within the additional services set forth in Article 4.00 or which may from time to time be requested by the CITY.

1.02 "AGREEMENT" - As it relates to the requirement of the work contemplated herein, this Agreement shall include Exhibits "A", "B", "C", "D", "E", any other documentation by

specific reference and any Amendment hereto and shall constitute the entire Agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this Agreement. To the extent of any conflict between the terms and conditions of this Agreement or any Exhibit, attachment or other referenced documentation, the terms and conditions of this Agreement shall prevail.

1.03 "AMENDMENTS" - Amendments shall mean any additions, modifications, or alterations made to this Agreement. All Amendments shall be made in writing.

1.04 "CITY" - CITY means the CITY OF MOUNT DORA, a Municipal Corporation of the State of Florida, the CITY OF MOUNT DORA NORTHEAST COMMUNITY REDEVELOPMENT AGENCY and any official and/or employee thereof who is duly authorized to act on the CITY's behalf, relative to this Agreement.

1.05 "CONSULTANT" - Consultant shall mean the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services required under the covenants, terms, and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONSULTANT shall also include any employees of the CONSULTANT, as well as any sub-consultants, or employees thereof, who are engaged by the CONSULTANT for the purpose of performing professional services pursuant to this Agreement.

1.06 "PARTIES" - Reference to the "parties" shall collectively include the CITY and the CONSULTANT.

1.07 "PROFESSIONAL SERVICES" - Professional Services (with or without capitalization) include all services, work, materials and other professional, technical and administrative activities as set forth herein, which are necessary to be provided and performed by the CONSULTANT, its employees, and any and all sub-consultants, the CONSULTANT may engage to provide, perform, and complete the services required pursuant to the covenants, terms, and provisions contained herein.

1.08 "PROJECT MANAGER" - The CITY PROJECT MANAGER shall mean the City Manager, or a designee thereof. The CITY PROJECT MANAGER shall be responsible for acting on behalf of the CITY to administer, coordinate, interpret, and otherwise manage the contractual provisions and requirements as set forth in this Agreement and/or any Amendment(s) hereto. The CITY PROJECT MANAGER shall also serve and act on behalf of the CITY to provide direct contact and communication between the CITY and the CONSULTANT, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT, pursuant to this Agreement and/or any Amendment(s) hereto. The CITY PROJECT MANAGER shall also review and approve any and all requests submitted by the CONSULTANT for payment of services performed pursuant to this Agreement.

1.09 “NOTICE OF ACCEPTANCE” - Notice of Acceptance shall mean the written document issued by the CITY PROJECT MANAGER to the CONSULTANT verifying the Professional Services have been completed and accepted. This Notice shall be provided to the CONSULTANT by Certified Mail.

1.10 “NOTICE TO PROCEED” - A written Notice to Proceed (NTP) will be issued by the CITY PROJECT MANAGER following the execution of this Agreement and upon receipt of the CONSULTANT's insurance certificates and other required documentation. The CONSULTANT shall only be authorized to commence work after issuance of the NTP.

1.11 “SECOND COST” - Second cost shall mean the cost of building something once correctly subtracted from the cost of doing it incorrectly, due to a design error, omission or lack of required direction. This includes any cost necessary to correct the construction done incorrectly, including but, not limited to all labor materials needed to remove the incorrect construction and execute the correct design.

ARTICLE 2.00 – SCOPE OF PROFESSIONAL SERVICES

The CONSULTANT hereby agrees to provide and perform the professional services, to the satisfaction of the CITY, as set forth in the PROJECT DESCRIPTION AND SCOPE OF PROFESSIONAL SERVICES attached hereto as **Exhibit “A”**, as the same may be amended from time to time.

ARTICLE 3.00 - TERM

The term shall begin on the date of execution by the CITY and shall expire upon completion and acceptance of the tasks set forth in Exhibit “A” as evidenced by a written Notice of Acceptance issued by the CITY PROJECT MANAGER to the CONSULTANT.

ARTICLE 4.00 – OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT, with respect to the services provided herein, shall include, but are not limited to, the following:

4.01 LICENSES

The CONSULTANT agrees to obtain and maintain, throughout the term of this Agreement, and/or any Amendment(s) hereto, all licenses required to do business in the State of Florida and the Lake County, including, but not limited to, licenses required by any state boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

4.02 PERSONNEL

(1) **Qualified Personnel** - The CONSULTANT agrees to employ and/or retain only qualified personnel where Florida law requires a license, certificate of authorization or other form of legal entitlement to practice such services.

(2) **CONSULTANT's Project Manager** - The CONSULTANT agrees to employ and designate a qualified professional to serve as its Project Manager. The CONSULTANT's Project Manager shall be authorized to act on behalf of the CONSULTANT with respect to directing,

coordinating and administering all aspects of the professional services to be provided and performed pursuant to this Agreement and/or any Amendment(s) hereto. The CONSULTANT's Project Manager shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement, and/or any Amendment(s) hereto. The CONSULTANT agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services of the CONSULTANT throughout the entire term of this Agreement, and/or any Amendment(s) hereto. The person or individual selected by the CONSULTANT to serve as its Project Manager is subject to prior approval and acceptance by the CITY.

(3) Removal of Personnel - The CONSULTANT agrees to promptly remove and replace the CONSULTANT's Project Manager or any other individual in its employ, including sub-consultant(s) or employees thereof, who are engaged by the CONSULTANT to perform professional services pursuant to this Agreement, and/or any Amendment(s) hereto, if the CITY requests, with or without cause, that any such individual cease performance of any work under this Agreement.

(4) Consistency - CONSULTANT's personnel assigned to the CITY's project shall remain assigned to the CITY's project, so long as employed by the CONSULTANT, in the capacity necessary to fulfill the scope of this Agreement. Any changes in personnel must be approved in writing by the CITY, in the sole discretion of the CITY.

4.03 STANDARDS OF PROFESSIONAL SERVICE

The CONSULTANT agrees to provide and perform the professional services set forth in this Agreement, or any Amendment(s) hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the CONSULTANT pursuant to this Agreement.

4.04 INDEMNIFICATION

The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, related to the services provided herein and this Agreement, caused by the negligent, reckless or willful acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the CITY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from the negligent, reckless or willful acts and/or omissions of the CONSULTATION, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

4.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter, the CONSULTANT agrees not to divulge, furnish, or make available to any third party, without the express written permission of the CITY, any non-public information where such information has not been properly subpoenaed

concerning the services rendered by the CONSULTANT. All public information request shall be coordinated by the CITY.

4.06 ADDITIONAL SERVICES

The CITY may request that CONSULTANT provide and perform additional professional services related to the CITY's project, which were either not contemplated by the parties and provided for in Exhibit "A" or which are set forth in the ADDITIONAL SERVICES document attached hereto as **Exhibit "B"**. Said additional services may be added at a later date, upon written Amendment to this Agreement executed by both parties hereto. Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, provisions and professional standards set forth herein.

4.07 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, its employees, sub-consultants, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

4.08 USE OF SUB-CONSULTANTS

Sub-consultants shall mean any individual or firm who offers professional services to the CONSULTANT, so as to assist in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement and/or any Amendment(s) hereto. The CITY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any other agreement entered into by the CONSULTANT and any and all sub-consultants. In providing and performing the services and work required under this Agreement, the CONSULTANT agrees to obtain assistance from only those sub-consultants, as set forth in **Exhibit "C"**.

4.09 CONSTRUCTION DOCUMENTS

(1) CONSULTANT agrees to issue conformed documents as necessary to provide clear and concise documents to the CITY for constructability at no additional cost.

(2) All revisions to construction documents shall be tracked on the documents by the CONSULTANT, providing, at a minimum, the last 5 revisions, the date of revision and a brief description of the revision.

4.10 SECOND COST FROM ERRORS OR OMISSIONS

CONSULTANT agrees to be both financially and professionally responsible for all cost and efforts associated with Second Cost expenses to the CITY as a result of services provided under this Agreement.

ARTICLE 5.00 - OBLIGATIONS OF THE CITY

The obligations of the CITY, with respect to the services provided herein, shall include the following:

5.01 AVAILABILITY OF CITY INFORMATION

At the CONSULTANT's request to the CITY PROJECT MANAGER, the CITY agrees to make available all pertinent information, known by the CITY to be available, so as to assist the CONSULTANT in providing and performing the professional services required hereunder. Such information may include, but not be limited to, the following: previous reports, plans, drawings, specifications, maps or other related data, and any documents prepared by others for the CITY. The CONSULTANT shall be entitled to reasonably rely on the accuracy and completeness of such information; however, the CITY shall not be required to hire additional consultants for professional evaluation or to draw conclusions on information provided.

5.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The CITY agrees that its PROJECT MANAGER shall be available within a reasonable period of time, with prior reasonable notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the professional services to be provided hereunder. The CITY further agrees that its PROJECT MANAGER shall respond, within a reasonable period of time, to written requests submitted by the CONSULTANT.

5.03 ACCESS TO CITY PROPERTY

The CITY agrees, upon request by the CONSULTANT to the CITY's PROJECT MANAGER, to provide access to CITY property, facilities, buildings and structures, within a reasonable amount of time after such request, in order to enable the CONSULTANT to provide and perform the required professional services under this Agreement. Such rights of access shall not be exercised in such a manner, or to such an extent, as to impede or interfere with CITY operations, or the operations carried on by others under a lease, or other contractual arrangement with the CITY, or in such a manner as to adversely affect the health and safety of the public. Such access is not required to be within the CONSULTANT's normal office work days and/ or work hours.

ARTICLE 6.00 - COMPENSATION AND METHOD OF PAYMENT

6.01 COMPENSATION AND METHOD OF PAYMENT

For the professional services performed by the CONSULTANT pursuant to this Agreement, the CITY hereby agrees to pay the CONSULTANT in accordance with the provisions set forth by Florida Statutes, Section 218.70, Florida's Prompt Payment Act, and the schedule and provisions as set forth in PROFESSIONAL FEE ALLOCATION, attached hereto as **Exhibit "D"**

6.02 PAYMENT WHEN SERVICES ARE TERMINATED

(1) In the event of termination of this Agreement by the CITY and not due to the fault of the CONSULTANT, the CITY shall compensate the CONSULTANT for all services performed prior to the effective date of termination and the permitted costs related to the performance of such services.

(2) In the event of termination of this Agreement due to the fault of the CONSULTANT or at the written request of the CONSULTANT, the CITY shall compensate the CONSULTANT for all services completed prior to the effective date of termination which have resulted in a usable product or otherwise tangible benefit to the CITY and the permitted costs related to the performance of such services. Any such payments shall be subject to a set-off for any damages incurred by the CITY resulting from delays occasioned by the termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONSULTANT.

6.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the CITY suspends the professional services required to be performed by the CONSULTANT pursuant to this Agreement, the CITY shall compensate the CONSULTANT for all services performed prior to the effective date of suspension and shall pay the permitted costs related to the performance of such services.

6.04 NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, eliminated, canceled or decreased due to (a) termination; (b) suspension, in whole or in part; or (c) modification by the subsequent issuance of an Amendment, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and/or administrative overhead expenses or for any other anticipated income or expenses.

ARTICLE 7.00 - FUND AVAILABILITY

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego the use of the CONSULTANT for any work which may fall within the scope of services listed herein.

ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

8.01 TIME IS OF THE ESSENCE

Upon receipt of the Notice to Proceed from the CITY Project Manager, the CONSULTANT shall commence work promptly and shall carry on all such services as may be required hereunder in a continuous, diligent and forthright manner. In providing the professional services contemplated by this Agreement, the CONSULTANT shall follow the PROJECT SCHEDULE attached hereto as **Exhibit "E"** as the same may be amended from time to time. The timely performance and completion of the professional services is vitally important to the CITY. Time is of the essence for all of the duties and obligations contained in this Agreement, and/or any Amendment(s) hereto.

8.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely and expeditious completion by the CONSULTANT of all professional services provided under this Agreement, and/or any Amendment(s) hereto, is expected. The CONSULTANT agrees to employ an adequate number of personnel throughout the term of this Agreement, and/or any Amendment(s) hereto, so that all professional services can be provided, performed and completed in a timely and expeditious manner in accordance with the PROJECT SCHEDULE. Should the CONSULTANT not be able to complete the professional services in accordance with Exhibit "E", the CONSULTANT shall provide the CITY PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The CITY PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the CITY PROJECT MANAGER, it shall then become the schedule for the project as referenced in this ARTICLE 8.00. Requests for changes to Exhibit "E" that are denied by the CITY PROJECT MANAGER may be proposed as an Amendment to the Agreement and shall become effective if approved and executed as such by both of the parties.

8.03 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONSULTANT fail to commence, provide and/or perform any of the professional services required pursuant to this Agreement in a timely, continuous, diligent, professional and expeditious manner, the CITY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the CITY's attention in writing. The CITY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the CITY's prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the CITY, as provided herein, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 10.00 – ASSIGNMENT OR TRANSFER

Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if

approved as an Amendment to this Agreement executed by both parties.

ARTICLE 11.00 - APPLICABLE LAW, VENUE AND JURY TRIAL

This Agreement shall be governed by the ordinances of the City of Mount Dora and Lake County, as applicable, and the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by the CITY of a breach of any provision of this Agreement by the CONSULTANT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE COVERAGE

13.01 GENERAL REQUIREMENTS

(1) The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained the types of insurance, as specified hereunder, and such insurance has been approved by the CITY's Risk Management Department.

(2) The CONSULTANT shall ensure that any sub-consultant(s), hired to perform any of the work under this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONSULTANT shall maintain proof of same on file and made readily available upon request by the CITY.

(3) All insurance policies shall be with insurers qualified and licensed to conduct business in the State of Florida.

(4) The CONSULTANT shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

A. AUTOMOBILE:

i. Combined Single Limit: \$300,000 per accident,

OR

ii. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;

B. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;

- C. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
- D. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
- E. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The CONSULTANT shall maintain all such insurance certificates and related documentation as required under this Agreement. Failure of the CONSULTANT to maintain such certificates and documents and submit proof of same to the COUNTY within fifteen (15) calendar days from the date of execution of this Agreement, shall be considered cause for the COUNTY to cancel this Agreement and rescind its action to engage the CONSULTANT. Before the COUNTY shall provide the CONSULTANT with written Notice to Proceed, and before the CONSULTANT shall commence any service or work under this Agreement, the CONSULTANT shall obtain and maintain insurance coverage of the types stated in this Article 13.00.

(2) For every insurance policy required hereunder, the CONSULTANT shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

- A. The name of the insured CONSULTANT,
- B. The specified job by name and job number,
- C. List the "CITY OF MOUNT DORA" as a Certificate Holder,
- D. Recognizes the Indemnification requirements of this Agreement.
- E. The name of the insurer,
- F. The number of the policy,
- G. The effective date,
- H. The termination date,
- I. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

(3) Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the CITY, establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company, underwriting the insurance coverage, as indicated on each Certificate of Insurance.

(4) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the CITY, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the CITY with such renewal certificate(s) shall be considered justification for the CITY to terminate this Agreement.

(5) Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.

(6) The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy secured by CONSULTANT for any of its sub-consultants. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or its sub-consultants providing such insurance.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the CONSULTANT and the rights and remedies available hereunder, shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE CITY

The CONSULTANT, in performing the professional services required pursuant to this Agreement, and/or any Amendment(s) hereto shall only represent the CITY in the manner, and to the extent, as specifically set forth in this Agreement, and/or any Amendment(s) hereto. The CITY will neither assume or accept any obligation, commitment, responsibility or liability which may result from a representation by the CONSULTANT which is not specifically provided for and or authorized by this Agreement and/or any Amendment(s) hereto.

ARTICLE 16.00 - USE OF CITY NAME, LOGO AND/OR SEAL

The CONSULTANT may only use the CITY'S name, logo and/or seal with the express written permission of the City and consistent with any CITY policy related to the same.

ARTICLE 17.00 - HEADINGS

The headings of any Articles, Sections and/ or Attachments to this Agreement, are for convenience only and shall not be deemed to expand, limit, or change any of the provisions contained herein.

ARTICLE 18.00 - OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and any other records or data specifically prepared for and developed by the CONSULTANT pursuant to this Agreement, shall be the property of the CONSULTANT until the CONSULTANT has been paid for performing such services as required to produce such documents. The CONSULTANT shall submit reports and other documents, to the extent directed by the CITY, in the format as specified in Exhibit "A". Upon the natural expiration or termination of this Agreement, all such documents shall be promptly delivered to and become the property of the CITY. The CONSULTANT, at its expense, may retain copies of all documents generated pursuant to this Agreement, which have been delivered to the CITY, for reference and internal use. The CONSULTANT shall not use any documents, data and/or information generated by virtue of this Agreement on any other project or for any other client without the express written permission of the CITY.

ARTICLE 19.00 - NOTICE AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO CITY

All notices to the CITY pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

CITY OF MOUNT DORA
510 N. Baker Street
Mount Dora, Florida 32757
ATTENTION: Chett Cramer, Project Manager

19.02 NOTICES BY CITY TO CONSULTANT

All notices to the CONSULTANT pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Borrelli & Partners, Inc.
720 Vassar Street
Orlando, Florida 32804

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in this Article 19.00.

ARTICLE 20.00 - TERMINATION

20.01 GENERAL PROVISIONS

This Agreement may be terminated by the CITY or the CONSULTANT, with or without cause, by giving thirty (30) days written notice to the other party.

20.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

If the CONSULTANT shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONSULTANT shall be appointed in any proceeding brought by or against the CONSULTANT, or if the CONSULTANT shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONSULTANT's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

20.03 CONSULTANT TO DELIVER MATERIAL

Upon termination for any reason, the CONSULTANT shall promptly deliver to the CITY all documents, papers, drawings, models or any other materials to which the CITY has exclusive rights by virtue of this Agreement.

ARTICLE 21.00 – AMENDMENTS

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

ARTICLE 22.00 - ADMINISTRATIVE PROVISIONS

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

ARTICLE 23.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated.

ARTICLE 24.00 - PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-consultant, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

ARTICLE 25.00 - EQUAL-OPPORTUNITY EMPLOYER

The CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all sub-consultants it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

ARTICLE 26.00 - SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

ARTICLE 27.00 - JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

ARTICLE 28.00 - AUDITING, RECORDS AND INSPECTION

In the performance of this Agreement, the CONSULTANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONSULTANT, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

ARTICLE 29.00 - PUBLIC RECORDS

- (1) Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF
FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:**

**CITY CLERK: JESSICA BURNHAM
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
BURNHAMJ@CITYOFMOUNTDORA.COM**

- (2) CONSULTANT agrees to comply with public records laws, specifically to:
- A. Keep and maintain public records required by the CITY to perform the services set forth herein.
 - B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 - C. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.

- D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

ARTICLE 30.00 - PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE 31.00 - SOVEREIGN IMMUNITY

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount, set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE 32.00 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order U-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONSULTANT must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONSULTANT may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and

use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: [http: //www.dhs.gov IE-Verify](http://www.dhs.gov IE-Verify).

ARTICLE 33.00 - SCRUTINIZED COMPANIES

By execution of this Agreement, CONSULTANT hereby certifies that it is not on the scrutinized companies list. This Agreement may be terminated by the CITY, without penalty to the CITY: i) in the event that the CONSULTANT is put on the scrutinized companies list prohibited by Florida Statutes, Section 287.135, or ii) if the CITY determines that the CONSULTANT falsely certified to the CITY that the CONSULTANT is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Florida Statutes, Section 287.135.

ARTICLE 34.00 - TRUTH IN NEGOTIATION CLAUSE

By execution of the Agreement, CONSULTANT hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the CITY may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the CITY determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within 1 year following the end of the Agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this _____ day of _____, 2022.

CITY OF MOUNT DORA

and

**CITY OF MOUNT DORA NORTHEAST
COMMUNITY REDEVELOPMENT
AGENCY**

Crissy Stile, Mayor/Chairperson

ATTEST:

Jessica Burnham, City Clerk

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen
City Attorney

BORRELLI & PARTNERS, INC.

Print:

Title:

Jorge A. Borrelli

PRESIDENT

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Jorge A. Borrelli, as President, of Borrelli & Partners, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Consultant, and who is personally known to me or who produced Florida Driver License as identification, and who did/did not take an oath this 28 day of JULY, 2022.

(stamp)



BRUCE LOUNSBURY
Notary Public
State of Florida
Comm# HH248695
Expires 4/4/2026

Bruce Lounsbury
NOTARY PUBLIC, State of Florida

Exhibit "A"
Project Description and Scope of Professional Services

The Northeast Community Redevelopment Area (Northeast CRA) Redevelopment Plan update completed in 2019 outlined Economic Development Goals, which stated "Goal #1: Establish a multi- purpose Community Resource & Recreation Center in the Northeast CRA." The plan states the community resource and recreation center should provide a gathering place for residents of all ages to partake in recreational activities and provide access to resources and programs that will assist those in need. It is our understanding the city and Northeast CRA will implement architectural and engineering (A&E) services in two phases.

PHASE ONE & PHASE TWO SERVICES TO BE PROVIDED:
Phase One scope of services is for the completion of architectural and engineering services to include the preliminary design, site plan, provide exterior renderings, architects construction cost estimate and hold at least two (2) stakeholders meetings to finalize detailed scope of the building.

Phase Two will begin later at a date yet to be determined and approved by the city. This phase will include providing 100% complete construction documents and project construction oversight.

In general, the city anticipates a building of approximately 26,100 square feet. The Resource and Recreation Center will include:

1. Computer / Technology Lab
2. Commercial Kitchen with walk-in cooler
3. Larger Flex/Divisible Meeting / Banquet Space (200 people @ round tables)
4. Indoor Recreation Courts
5. Flex-Office Space for Resource Providers (4 to 6 offices)
6. Space for Educational Classes (30 to 40 people)
7. Conference Room
8. Child Watch Area for Parents Seeking Assistance or Training
9. Restrooms, inclusive of Family ADA Restroom
10. Locker Rooms for the Indoor Recreation Courts
11. Customer Service Windows (provide 3) with Separate Entrance

The goal of this design and engineering project is to end up with a final design for a building where the city can efficiently serve the community for the next 50+ years. It must be as affordable as possible to both build and to maintain for the life of the structure, all while being a building the entire community is proud to have in its city. The site for the project is the former Public Works Site located at Lincoln Avenue and Highland Street with the building located on the east end of the property adjacent to North Simpson Street. It is also anticipated that the design team will assess the opportunity of closing Simpson Street for use as a drop-off as well as a linkage to the park on the east side of the site.

ARCHITECTURAL / ENGINEERING SCOPE OF SERVICES:

PHASE 1

DATA COLLECTION:

Data Collection includes preparation and attendance at a project kickoff meeting and developing meeting minutes. B+P will gather existing documents the City of Mt. Dora (city) has available with regards to existing development on or adjacent to the site in question. Required survey and geotechnical reports/information shall be provided by the city and are not included in our scope of services and fees.

PROGRAMMING AND MASTER PLANNING PHASE:

The initial step will be to confirm the current project program for the building, identifying individual spaces, finishes and functional requirements for those spaces within the building. Program elements will be prioritized through programming meetings with the city. This will be accomplished through a series of meetings and discussions with the city and stakeholders. Through meetings with the city, B+P will establish a theme or style for the Resource and Recreation Center and develop bubble diagrams which will be refined to a preliminary floor plan and elevations for the city's review comment and approval. B+P will make minor revisions to the building per the city's comments. The building's program will be the basis for the schematic design.

- A. Acquire any and all existing documents from the city.
- B. Review zoning requirements for compliance of the proposed building and site improvements.
- C. Develop program report.
- D. Develop bubble diagrams for the building.
- E. Deliver master plan for site layout to include rendered site plan.
- F. Conduct code research.
- G. Meetings with stakeholders; we have included up to four (4) meetings during this phase.

CONCEPTUAL DESIGN PHASE:

Based on an approved and accepted program and master plan, the B+P team will develop conceptual level design documents for the facility and site improvements. B+P will develop a maximum of three (3) differing elevation options for the city's selection. B+P will refine the final selected concept. The city will review the 100% conceptual design and provide further comments which will be incorporated into the next schematic design phase.

- A. Generate conceptual designs including selected 3-D renderings.
- B. Finalize selected concept and incorporate city's comments.
- C. Complete and deliver conceptual design package.
- D. Attend one (1) meeting with city to review and discuss the conceptual design.

SCHEMATIC DESIGN PHASE:

Based on an approved and accepted program, master plan and conceptual design, the B+P team will develop schematic level design documents for the facility and site improvements. The city will review the schematic design and provide further comments which will be incorporated into the next design development phase.

- A. Generate schematic designs including selected 3-D renderings.
- B. Provide schematic design level project cost estimate.
- C. Attend maximum of one (1) meeting with the City to discuss schematic design documents.
- D. Incorporate City's comments.
- E. Complete and deliver schematic design package.

DESIGN DEVELOPMENT PHASE (30%):

Based on the approved schematic design documents, the B+P team will prepare design development documents. These documents will consist of drawings and other documents to locate and describe the size, character and cost of the architectural, engineering, interior systems, materials and landscape architectural elements and amenities as may be appropriate.

- A. Using the approved schematic design, the B+P team will further refine the selected design option for review and comment. Functional components and their space allocations will be organized into a scaled plan, focusing on efficient organization, and the coordination of the various systems servicing them.
- B. The B+P team will develop descriptive graphic plans for the systems and their design intent. Preliminary selection of materials and performance comparisons of architectural systems will be developed for the city to evaluate costs, constructability, durability and other design and operational aspects. The city will review the design development documents and cost estimate for consistency with the program, design, and budget objectives. Upon approval of the design development documents, B+P will proceed with preparation of the construction documents, incorporating all revisions suggested during the city's review. Minor changes will be implemented during the construction documents phase of work. Major changes to the design development documents following city approval may constitute additional services.
- C. Prepare and deliver design development documents.
- D. Develop design development cost estimate.
- E. Incorporate city's comments.
- F. Attend one (1) meeting with the city to discuss design development documents.
- G. Complete and deliver design development package.
- H. Attend one (1) meeting with city commission to present the design development documents.
- I. Attend one (1) public meeting to present the design development documents.
- J. Attend one (1) meeting with the city's Authority Having Jurisdiction (AHJ).

PHASE 2 CONSTRUCTION DOCUMENT PHASE:

After approval of the design development phase, B+P will refine and detail the design development documents to include information required for the bidding and construction of the project. The final work product will include architectural, engineering, landscape/irrigation and interior design construction drawings, specifications and calculations required for the approval of agencies having jurisdiction (AHJ). CAD/REVIT systems will be used to develop and coordinate documents so that the components are integrated into the building without conflict.

- A. Construction documents and specifications will be submitted to the city for review at 50%, 90% and 100%/Final complete submittal phases.
- B. A 100%/Final Bid Set, incorporating all Permitting comments is also anticipated within our scope and fees. Minor changes will be implemented during the next phase of the construction documents. Major changes which represent significant departures from the original design program and approved design development documents will be considered Additional Services. At each of these submittals, the team will meet with the city and discuss the comments and/or requests by the city to resolve and incorporate into the documents, observations, or requests. B+P will meet early on with the AHJ to confirm code related issues prior to 50% complete construction documents and submission to both the Building and Fire Department.
- C. Cost Estimates will be prepared at the 50% and 100% Construction Document Phase prior to moving into the Bidding Phase.
- D. B+P will attend up to two (2) reconciliation meetings with the city's construction manager at risk (CM@R).
- E. B+P will attend one (1) meeting with the city commission to present the final documents to the commission.
- F. B+P will also develop final renderings and video 'fly-through' of the approved design for presentation and promotional uses.
- G. It is understood and agreed, however, that the ARCHITECT has no control over market, bidding and negotiation conditions and, therefore, cannot and does not warrant or represent that actual costs will not exceed any estimates.

PERMITTING SERVICES:

After approval of the 90% construction documents and specifications, B+P will prepare the 90% construction documents and specifications for permitting the project with AHJ over the project. The final work product will include architectural, engineering, landscape architecture/irrigation and interior design construction drawings, specifications and calculations required for the approval of agencies having jurisdiction.

- A. Construction documents will be submitted to the city and AHJ for review after the 90% complete submittal phase has been approved or at a time agreed to by B+P and the city. The B+P team members for the architectural or engineering disciplines will be available to meet with reviewer agencies to clarify or respond to comments generated during their review of the construction documents.

- B. B+P will address comments by the Building Department and update the 100%/Final construction documents.

BIDDING SERVICES:

B+P shall assist the city with the Bidding of the project. It is anticipated the city will advertise the bid publicly. B+P will respond to questions from the Contractor and issue any necessary clarifications and/or respond to any RFIs. B+P shall assist in evaluating Contractors' bids submitted to the city for this project. B+P will attend one (1) Pre-Bidding meeting with the city and interested Contractors.

CONSTRUCTION ADMINISTRATION SERVICES:

B+P shall act as the city's agent for these improvements with respect to the following construction observation tasks:

Pre-Construction Kick-Off Meeting: Following the award of the construction contract, we will participate and assist the city in preparing for and conducting one (1) pre-construction conference with the selected Contractor and other interested parties involved in the execution of the projects.

Progress Review Meetings and Site Observations: Attend twice (2) monthly project progress Owner, Architect & Contractor (OAC) meetings to monitor construction progress of the project design and requirements under which the contract for construction was awarded and will perform site visits and reports during the construction phase at intervals, as may be required by the progress of the construction, but not more than twice (2) monthly. Construction is anticipated not to exceed twelve (12) months of construction from notice-to-proceed to close-out.

Shop Drawings: Throughout the duration of the construction phase and pursuant to the bid documents, we will receive, review and process necessary architectural submittals to verify the complete and timely fabrication and installation of the required project components.

Requests for Information: During the project's construction phase, B+P will prepare and issue supplementary response information in the form of drawings and/or text for the Contractor.

Contractor Pay Requisition: Based on the approved schedule of values, detailed as to labor and material costs for each project component, B+P review and evaluate monthly, the Contractor's periodic and final payment requests for work installed. After review and evaluation of the accuracy of the request's payment and subsequent resolution of differences between the Contractor and architectural completion estimates, we will issue a recommendation to the city for the execution of such payment requests.

Substantial & Final Completion: Upon written notification by the Contractor that the construction is substantially complete, the team will conduct one (1) Substantial Completion observation and report of incomplete or defective project components. Upon the conclusion and on-site review that the project is "substantially complete", we will issue a notice for the city review and acceptance. Upon written notification by the Contractor of final completion, the team will conduct one (1) Final Completion observation and report of any remaining incomplete or defective project components.

Project Close-Out: B+P will gather all operations and maintenance manuals; shop drawings and as-built drawings based on Contractor's red-line mark-up and deliver to city at the end of the project.

PROPOSAL QUALIFICATIONS / ASSUMPTIONS:

The CITY will provide an up-to-date Site and Topographic Survey for CONSULTANT's use. The CITY will provide an up-to-date Geotechnical Report once the building location is established. The CITY will provide an up-to-date Site Environmental Survey for CONSULTANT's use. The CITY will deliver to B+P all existing master plan documents and utility documents related to the site for CONSULTANT's review. Full landscape architecture will not be developed for the master plan phase, only concept plantings. Full landscape architecture will be delivered beginning with schematic design. Irrigation design will be delivered only at 50% construction documents and 100%/final construction documents only. Detailed cost estimates will only be developed at schematic design, design development 50% and 90% construction documents.

Exhibit "B"
Additional Services

- A. Geotechnical Engineering Services.
- B. Surveying Services.
- C. Environmental Consulting Services.
- D. Traffic Engineering/Studies.
- E. LEED or Green Globes Services / Commissioning.
- F. Public Presentations (other than set forth in the Scope).
- G. Models or Renderings (other than set forth in the Scope).
- H. Permit Submission Review Fees.
- I. Submission printing (Incl. in NTE reimbursable expenses).
- J. Threshold Inspection.

Exhibit "C"
List of Sub-Consultants

1. Bobes Associates Consulting Engineers, Inc.
2. International Building Consultants & Engineering Design Services, Inc.
3. Kaleidoscope Interior Design
4. Avcon, Inc.
5. SPDM
6. Total Design Consortium

Exhibit “D”
Compensation, Method of Payment and Invoicing

Contractor shall accomplish the Scope of Services (Phase 1 and Phase 2) tasks for a total lump-sum fee of One Million Nine Thousand Four Hundred Thirty-Six Dollars and Thirty-Five Cents (\$1,009,436.35) exclusive of not-to-exceed reimbursable expenses.

Not-to-exceed reimbursable expenses are estimated at Fifteen Thousand One Hundred Forty-Two Dollars and Zero Cents (\$15,142.00). The breakdown of fees by phase are as follows:

Phase 1 Lump-Sum Fee:	\$381,082.25
Phase 2 Lump-Sum Fee:	\$628,354.10
Total Lump-Sum Fee Phase 1 & 2:	\$1,009,436.35

Phase 1 NTE Reimbursable Expenses:	\$4,542.00
Phase 2 NTE Reimbursable Expenses:	\$10,600.00
Total NTE Reimbursable Expenses:	\$15,142.00

Exhibit D-1 – 2022 B+P Hourly Rates to be utilized for all authorized Additional Services.

**Exhibit “D-1”
Fee Schedule**

<u>Architectural Principals:</u>	<u>Billable Rate:</u>
Architect/Landscape Architect /Interior Designer – Principal	\$197.00
<u>Architectural Staff:</u>	<u>Billable Rate:</u>
Sr. Project Manager	\$185.00
Project Manager - Architect	\$170.00
Project Manager - Landscape Architect	\$170.00
Project Architect	\$145.00
Landscape/ Irrigation Designer	\$110.00
Architectural/ Interior Designer	\$110.00
Architectural Spec. Writer	\$130.00
Architectural Technical Staff	\$105.00
<u>Support Staff:</u>	<u>Billable Rate:</u>
Clerical/Secretarial/Administration	\$ 90.00
Graphic Designer	\$105.00
<u>A/E Field Representative</u>	<u>Billable Rate:</u>
Field Representative	\$130.00

Exhibit “E”
Project Schedule

PROPOSED SCHEDULE:

Notice-To-Proceed:

Phase 1:

Data Collection/

Programming/Master Planning: 1 month

City Review: 2 weeks

Conceptual & Schematic Design: 2 months

City Review: 2 weeks

Design Development: 3 months

City Review: 2 weeks

Phase 2:

Construction Documents:

50% CDs Complete: 3 months

City Review: 2 weeks

90% CDs Complete: 2 months

City Review: 2 weeks

Permitting Services: 1 month [estimated]

100%/Final CDs Complete: 2 weeks

Bidding Services: 1 month [estimated]

Construction Administration: +/- 52 weeks [estimated]



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: August 2, 2022

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request approval of Agreement with Habitat for Humanity of Lake-Sumter Florida, Inc., related to the Home Repair Grant Funding Program, and authorization for the Mayor to execute on behalf of the Northeast CRA

Introduction:

This is an opportunity for Council to consider approval of the Home Repair Grant Partnership Agreement with Habitat for Humanity of Lake and Sumter County, Inc.

Discussion:

Resolution 2022-36 (Northeast CRA) created the Northeast Home Repair Grant Program. The Northeast CRA Redevelopment Plan of 2020, Section 2.4.1, Housing, states the objective of the Northeast CRA to address the need for affordable housing for low and moderate-income residents and to encourage the rehabilitation of existing housing. This grant requires a dollar-for-dollar match not to exceed \$25,000 per home and the home must be owner-occupied. To date, no homeowner in the Northeast has been able to provide matching funds to utilize this program. When Habitat for Humanity of Lake and Sumter County found out that these funds were available, they decided to start their own fundraising efforts to provide the matching funds for homeowners in need. So far, Habitat has raised over \$90,000 of matching funds. Additionally, Habitat is a licensed contractor and, as a not-for-profit, the dollars will go further to repair more homes.

This agreement with Habitat pertains to the property located at 325 Grant Ave. This grant will allow Habitat to install a new roof and windows and make the necessary life safety improvements to the home. This agreement will authorize Habitat to move forward with the repairs to the homes that meet the requirements of the Northeast CRA Grant and the Habitat Repair Program. Each home has a not to exceed grant amount of \$25,000 from the Northeast CRA. In order to receive the \$25,000 maximum grant award, the home must complete \$50,000 in total repair costs including materials, labor, and other typical associated construction costs.

Budget Impact:

Staff recommends utilizing \$25,000 of the \$175,000 of the available balance of the Economic Development Incentives.

Strategic Impact:

Objective 1.3.3 Promote workforce housing

Objective 1.3.4 Promote energy-conserving construction practices.

Recommendation:

Approval of Home Repair Grant Partnership Agreement with Habitat for Humanity of Lake and Sumter County, Inc.

Attachment(s):

1. Attachment 1 Martha M. Howard - Habitat Application_Redacted
2. Habitat for Humanity Agreement. Home Repair Grant Program.325 Grant Ave.sgs

Prepared by: Faith Gibbs, Administrative Coordinator

Reviewed by:	Adam Sumner, CRA Administrator	Approved - 7/26/2022
	Vince Sandersfeld, Planning and Development Director	Approved - 7/26/2022
	Rita Meade, Deputy Finance Director	Approved - 7/26/2022
	Sherry Sutphen, City Attorney	Approved - 7/27/2022
	Jessica Burnham, City Clerk	Approved - 7/27/2022
	Jeanann Hand, Deputy City Clerk	Approved - 7/27/2022
	Patrick Comiskey, City Manager	Final Approval - 7/27/2022

Habitat for Humanity Lake-Sumter Florida

Preservation and Repair Program in Partnership with
Mt. Dora Repair Program & CRA Funds



Habitat
for Humanity®
Lake-Sumter, Florida

Applicant's Name(s): Martha Howard, Harris Phone: [REDACTED]

Street Address: 325 Grant Ave. City, Zip: Mt. Dora, FL 32757

Partnership Contract

By signing this document, the homeowner hereby agrees to the conditions of this Partnership and has granted Habitat for Humanity Lake-Sumter, Florida the right to perform work to their house and/or property as discussed prior to scheduled project date. The homeowner agrees to submit all required paperwork and documents requested by Habitat for Humanity Lake-Sumter, Florida for the grant partnership with the Mt. Dora Repair Program (with available CRA funds). Both Habitat for Humanity Lake-Sumter, Florida and the homeowner will sign below, committing that they understand and agree to the partnership.

Homeowner Partnership Agreement

As a program recipient of the Preservation and Repair Program in partnership with Habitat for Humanity of Lake-Sumter and Mt. Dora Repair Program Grant funds, I Martha M Harris agree to follow project guidelines and to work with both parties on what is needed to complete work to my home.

Please sign below to show you understand and accept all of the above statements.

Martha M Harris 2/15/22
Homeowner's Signature Date

Homeowner's Signature Date

[Signature] 7/18/22
HFHLS Rep. Signature Date

[Signature] 2/15/22
HFHLS Rep. Signature Date

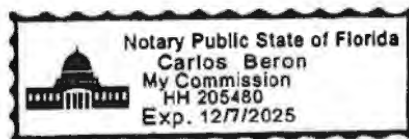
[Signature]

NOTARY PUBLIC – STATE OF FLORIDA

Name: Carlos Beron

Commission No.: HH205480

My Commission Expires: 12/7/2025



Preservation & Repair Estimate

Item Description	Estimated Time	Estimated Cost
Roof replacement	1-2 days	\$11,000
A/C replacement	1 day	\$6,100
Window replacement (6)	36 hrs	\$3,500
Exterior painting / cosmetic	1-2 days	\$250
Outhouse rental		\$90
Permit fees		\$70
Interior repairs - bath demo + replace, flooring, doors (storm + front/back), Entry addn		\$12,750
Labor fees		\$1,350
ESTIMATED TOTAL		\$35,110

Is a permit needed for this project? ☒ Yes ☐ No

If so, has the Homeowner been notified? ☐ Yes ☒ No

staff will help when ready

If port-o-pot is needed:

Date Ordered _____

Date Returned _____

If dumpster is needed:

Date Ordered X _____

Date Returned X _____

If you need a 3rd party vender:

Date scheduled TBD _____

Is the home a mobile home? If so, what year? X _____

Will any materials need to be special ordered? X _____

If so, when should they be available? X _____

Projected Work Dates

Preservation & Repair Scope

Homeowner: MARLA HARRIS

Date: 2/16/22

Address: 325 Grant Ave

Time: _____

MOUNT DORA, FL 32757

Phone Number: _____

Home Inspection by: MAT / KEVIN Date: 2/16/22

Is the Homeowner present during the inspection? ☒ Yes ☐ No

Structures: Size, Type, Condition

House: 3 / 1.5 SFT w/ Slab. Built 1979

Garage/Driveway: Concrete drive (garage) converted to living space

Preparation Needed

Pressure wash for ext paint

Work to Be Completed

Redo Hall bath, Replace tub / Shower w/ walk-in Shower, New LVP Flooring, Replace all switch/receptacles & covers, Replace 3 ceiling fans, New Roof, New HVAC, New windows, Front Storm door, 2 new entry doors, Porch for kitchen, uncover ceiling deck in utility room.

Do you need a port-o-pot? ☒ Yes ☐ No

Paint House

Do you need a dumpster? ☐ Yes ☒ No

Will you need a 3rd party vendor to complete this project? ☒ Yes ☐ No

Number of Prep Days: 1

Number of Project Days: 1 (paint) 3 (windows)

Number of Volunteers: 6-8 Any / Novice / Some Experience / Experienced / Very Experienced

Special Considerations for Volunteers: _____

Projected Begin Date

Scope Completion

HFHS Representative

Date

AGREEMENT
(Home Repair Grant Program 2
325 Grant Ave.)

THIS AGREEMENT is made by and between the Northeast Community Redevelopment Agency, a dependent special district, authorized pursuant to Part III, Chapter 163, Florida Statutes; City of Mount Dora Ordinance Number 546; and City of Mount Dora Ordinance 2017-134, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “NORTHEAST CRA”, and Habitat For Humanity of Lake-Sumter, Florida, Inc., 906 Avenida Central, The Villages, Florida, 32159, hereinafter referred to as “HABITAT”.

WITNESSETH

WHEREAS, the Northeast CRA Redevelopment Plan of 2020, Section 2.4.1, Housing, states that it is the objective of the Northeast CRA to address the need for affordable housing for low and moderate-income residents and to encourage the rehabilitation of existing housing; and

WHEREAS, pursuant to Northeast CRA Resolution 2022-36, the Northeast Community Redevelopment Agency Home Repair Grant Funding Program (Northeast CRA Grant Program) was created; and

WHEREAS, the purpose of the Northeast CRA Grant Program is to revitalize the community by helping to facilitate property renovation in the area; and

WHEREAS, HABITAT is a Florida Licensed Contractor with extensive construction and renovation experience; and

WHEREAS, HABITAT has agreed to provide matching funds for multiple property owners who have submitted applications to the Northeast CRA, seeking to renovate residential property located within the boundaries of the Northeast CRA; and

WHEREAS, the Northeast CRA has determined that it is in its best interest to enter into an agreement with HABITAT related to its match of grant funds in accordance with the Northeast CRA Grant Program.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. **RECITALS.**

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. **PROPERTY OWNER MATCH.**

HABITAT hereby agrees to provide the property owner match amount required by the Northeast CRA Grant Program to assist with eligible home repairs for up to three (3) properties

located within the Northeast CRA. It is understood that applicants for assistance under the Northeast CRA Grant Program are served on a first come, first served basis. To date Habitat has completed three homes under this program in the Northeast CRA. As an applicant is approved for the Northeast CRA Grant Program, the application shall be forwarded, by the Northeast CRA, to HABITAT for it to determine whether the applicant is eligible for the HABITAT matching funds. As of the date of this Agreement, HABITAT has approved the following property owners/properties for matching funds:

Martha Howard – 325 Grant Ave, Mount Dora, FL 32757
Property ID # 29-19-27-0700-113-00601

HABITAT is continuing to work with additional homeowners under this Northeast CRA Grant Program.

SECTION 3. TERM.

The term of this Agreement shall be for a period of (1) year from the date of execution or until such time as the certificate of occupancy is received for the last property for which matching funds are provided in accordance herewith, whichever is later.

SECTION 4. GRANT FUNDING.

HABITAT will provide the matching fund amount, as required by the Northeast CRA Grant Program, to assist with eligible home repairs on up to three (3) properties located in the Northeast CRA boundary. HABITAT will submit a project budget to the Northeast CRA for each property for which it is providing matching funds. Within thirty (30) days after receipt of the project budget for a property, the Northeast CRA will provide HABITAT with an amount up to fifty percent (50%) of the total eligible improvement costs, not to exceed Twenty-Five Thousand Dollars (\$25,000.00), for each property owner.

SECTION 5. OBLIGATIONS OF THE PARTIES.

A. HABITAT.

Upon receipt of the grant funding as set forth herein, HABITAT agrees to ensure that the grant funds received by the Northeast CRA are used solely for eligible repairs consistent with the budget submitted to and approved by the Northeast CRA for each property owner. To the extent applicable, HABITAT agrees to the following Northeast CRA Grant Program compliance requirements and it agrees to assist each eligible property owner (referred to hereafter in this Section as GRANTEE), in complying with the following:

1. Within One Hundred Eighty (180) days after the execution of this Agreement, the GRANTEE must complete or cause to be completed the construction work on its project as set forth in the application approved by the Northeast CRA and/or the City of Mount Dora or any required City of Mount Dora permits (Project). Any and all Project documents submitted to the Northeast CRA and the City of Mount Dora are incorporated herein by this reference; however, in the event of a conflict between the terms and

conditions of this Agreement and the Project documents, the terms and conditions of this Agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the Project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the Northeast CRA nor the City of Mount Dora shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the Project.
5. The GRANTEE expressly agrees that the Property must remain zoned residential and used for residential purposes during the entire term of this Agreement.
6. The GRANTEE expressly agrees that it must timely pay all ad valorem property taxes on the Property.
7. The GRANTEE expressly agrees that the grant funding is only being used to fund eligible improvements on the Property as permitted by the Northeast CRA Grant Program and is not being used for new construction on the Property.
8. The GRANTEE shall ensure that the Project is completed by contractor(s) who possess the required federal, state and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the Project.
9. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders and regulations of any federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
10. Upon completion of the Project, the GRANTEE shall submit its certificate of occupancy, or other notice of Project completion, photos of the completed work, all invoices issued for the Project, proof of payment in full and any and all other reasonably requested documentation to the Northeast

CRA.

11. During construction of the Project, the GRANTEE shall maintain a sign on the property indicating sponsorship by the Northeast CRA and the City of Mount Dora pursuant to the Program.

B. Northeast CRA.

Within thirty (30) days after HABITAT provides a project budget for a property renovation, to the Northeast CRA, the Northeast CRA shall remit payment to HABITAT in an amount up to fifty percent (50%) of the total eligible improvement costs, not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for each separate eligible property owner up to a total of three (3) property owners.

SECTION 6. ERRORS IN DISBURSEMENT.

HABITAT expressly understands and agrees that it will immediately reimburse the Northeast CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the Program.

SECTION 7. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 8. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 9. RELATIONSHIP OF THE PARTIES.

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall HABITAT be considered an agent or representative of the Northeast CRA or the City of Mount Dora for any purpose whatsoever.

SECTION 10. INDEMNIFICATION.

HABITAT agrees to be liable for any and all damages, losses, and expenses incurred, by the Northeast CRA or the City of Mount Dora, caused by the acts and/or omissions of HABITAT, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program, the Project or this Agreement. HABITAT agrees to indemnify,

defend and hold the Northeast CRA and the City of Mount Dora harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the HABITAT, or any of its employees, agents, sub- contractors, representatives, volunteers, or the like through and including any appeals stemming from the Program, the Project or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 11. **BINDING EFFECT.**

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 12. **ASSIGNMENT.**

This Agreement shall only be assignable by the HABITAT upon the express written consent of the Northeast CRA.

SECTION 13. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 14. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 15. **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the Northeast CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes delay in the HABITAT's completion of a project, the City Manager may administratively extend the 180 (one hundred eighty) day completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the Northeast CRA governing board.

SECTION 16. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the Northeast CRA and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the Northeast CRA and the GRANTEE shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

Northeast CRA: Northeast Community Redevelopment Agency
Attn: City Manager / CRA Administrator
510 N. Baker Street
Mount Dora, Florida 32757

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32801

HABITAT: Habitat for Humanity of Lake-Sumter, Florida, Inc.
Attention: Danielle Stroud, CEO
906 Avenida Central
The Villages, Florida 32159

SECTION 17. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 18. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 19. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 20. **ANTI-DISCRIMINATION.**

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by the Northeast CRA and/or the City of Mount Dora in connection with any aspect of the Northeast CRA Grant Program, any project or this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2022.

**NORTHEAST REDEVELOPMENT
AGENCY**

Crissy Stile, Chairperson

ATTEST:

**JESSICA BURNHAM
CITY CLERK**

For the use and reliance of Northeast CRA only.
Approved as to form and legal sufficiency.

**Sherry G. Sutphen
City Attorney**

**HABITAT FOR HUMANITY OF LAKE-
SUMTER, INC.**

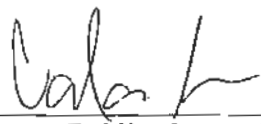


**Danielle Stroud
CEO**

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of Danielle Stroud, CEO of Habitat for Humanity of Lake-Sumter, Inc., who personally swore or affirmed that she is authorized to execute this Agreement and bind the corporation and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 26 day of July, 2022.

(SEAL)



Notary Public, State of Florida

