



City of Mount Dora
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191
E-mail: plandev@cityofmountdora.com

**CITY OF MOUNT DORA NORTH EAST
COMMUNITY REDEVELOPMENT AGENCY GOVERNING BOARD
City Hall Board Room
510 N. Baker Street, Mount Dora, FL
December 5, 2023 at 6:00 PM**

AGENDA

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

ACTION ITEMS

1. Request Adoption of Resolution No. 2023-57, Amendment to the North East CRA Interlocal Agreement with the City of Mount Dora

OTHER BUSINESS

ADJOURNMENT

NOTICE: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting, 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.

NOTICE: For purposes of Section 286.011, *Florida Statutes*, two (2) or more members of the City Council may be present at this meeting and this meeting may be considered a City Council meeting although no decision of the City Council will be made at this meeting and the City Council shall comply with the requirements of controlling State law in every respect.

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, 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. The City shall not make or perfect such a record. Section 286.0105, *Florida Statutes*.

NOTICE: In accordance with the Americans with Disabilities Act ("ADA") and Florida Statutes, Section 286.26, persons with disabilities needing a reasonable accommodation to participate in a public hearing or meeting should contact the City of Mount Dora's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 352-735-7126, or by email at clerk@cityofmountdora.com.

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: December 5, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Adoption of Resolution No. 2023-57 Amendment to the
Northeast CRA Interlocal Agreement with the City of Mount Dora

Introduction:

This is a request for Northeast CRA Board to adopt Resolution No. 2023-57, Amendment to the North East CRA Interlocal Agreement with the City of Mount Dora.

Discussion:

This is an update to the Interlocal Agreement to add Community Policing to the agreement. The Interlocal Agreement outlines the duties and responsibilities of the City and the Northeast CRA, and defines the uses of the Northeast CRA funds. Resolution No. 2017-79 (Northeast-CRA), Interlocal Agreement City of Mount Dora and Northeast CRA Board was originally approved on June 20, 2017.

Budget Impact:

N/A

Strategic Impact:

Economic Development, Redevelopment and Quality of Life.

Recommendation:

The Northeast CRA Board adopt Resolution No. 2023-57, Amendment to the North East CRA Interlocal Agreement with the City of Mount Dora.

Attachment(s):

1. Attachment #1 Reso No. 2017-78 Interlocal Agreement City of Mount Dora and the NE-CRA
2. Attachment #2 Reso No. 2017-79 NE-CRA) Interlocal Agreement with the City of Mount Dora and the NE-CRA
3. Resolution 2023-57 NE-CRA (ILA with City)

Prepared by:	Adam Sumner, CRA Administrator	
Reviewed by:	Vince Sandersfeld, Planning and Development Director	Approved - 11/8/2023
	Aneta Barton, Budget Director	Approved - 11/8/2023
	City Attorney, City Attorney	Approved - 11/29/2023
	Jeanann Hand, City Clerk	Approved - 11/29/2023
	Patrick Comiskey, City Manager	Final Approval - 11/29/2023

ATTACHMENT #1

RESOLUTION NO. 2017-78

A RESOLUTION OF THE CITY OF MOUNT DORA, APPROVING AN INTERLOCAL AGREEMENT WITH THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE MAYOR TO EXECUTE SAID INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTING ACTIONS, SAVINGS, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, discussions have occurred relative to the use of an Interlocal Agreement between the Northeast Community Redevelopment Agency (hereinafter sometime referred to as "CRA") and the City of Mount Dora (hereinafter sometimes referred to as "City") to clearly articulate the relationship between the two (2) distinct organizations; and

WHEREAS, the benefits of executing such an Interlocal Agreement include the acknowledgement of the independence and interdependence of the two (2) separate legal entities and the clear identification of shared activities, collaborative projects and shared resources; and

WHEREAS, items addressed in the Interlocal Agreement include the use of shared resources and staff, collaboration on projects, purchasing protocols, and reimbursement mechanisms; and

WHEREAS, such an Interlocal Agreement will address how the Northeast Community Redevelopment Agency and the City coordinate expenditures under the CRA budget with the City's budgetary processes and clarify how CRA tax increment funds (sometimes herein referred to as "TIF") may be expended; and

WHEREAS, similar Interlocal Agreements have been utilized successfully elsewhere by CRA's together with their respective municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida Law in processing this Resolution.

SECTION 2. Approval of Interlocal Agreement. The City Council approves the Interlocal Agreement with the Northeast Community Redevelopment Agency provided in Exhibit 1.

SECTION 3. Authorization to Execute Agreement. The City Council authorizes the Mayor to execute the Interlocal Agreement provided in Exhibit 1.

SECTION 4. Implementing Actions. The Mayor and the City of Mount City Manager are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

ATTACHMENT #1

SECTION 5. Savings. All prior actions of the City relative to the Northeast Community Redevelopment Agency, and any and all associated or related matters, are hereby ratified and affirmed.

SECTION 6. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney may be corrected.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of June, A. D, 2017.



NICK GIRONE

MAYOR of the City of Mount Dora, Florida

ATTEST:


GWEN KEOUGHJOHNS, MMC
CITY CLERK

**FOR THE USE AND RELIANCE OF CITY OF MOUNT DORA ONLY.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY.**


WILLIAM L. COLBERT
CITY ATTORNEY

ATTACHMENT #1

EXHIBIT #1

Intergovernmental/Interagency Agreement Between the City of Mount Dora and the Northeast Community Redevelopment Agency Relating to Northeast CRA Operations and Funding of Projects

Resolution No. 2017-78
Page 3 of 6

**INTERGOVERNMENTAL/INTERAGENCY AGREEMENT BETWEEN THE CITY OF
MOUNT DORA AND THE NORTHEAST COMMUNITY REDEVELOPMENT
AGENCY
RELATING TO NORTHEAST CRA OPERATIONS AND FUNDING OF PROJECTS**

This Intergovernmental/Interagency Agreement, is made and entered into this 20th day of June, 2017, *nunc pro tunc* to the effective date of the existence of the Northeast Community Redevelopment Agency referenced below by and between the City of Mount Dora, a political subdivision of the State of Florida, whose address is 510 N. Baker Street, Mount Dora, Florida 32757 (hereinafter referred to as the "CITY") and the Northeast Community Redevelopment Agency, a dependent special district, (hereinafter referred to as the "Northeast CRA"), whose establishment was authorized pursuant to Part III, Chapter 163, *Florida Statutes*, and as further authorized by City of Mount Dora Ordinance Number 546, City of Mount Dora Resolution 90-08 and prior enactments.

W I T N E S S E T H

Whereas, by means of the enactment of City Ordinance Number 546, City Resolution 90-08 (and prior enactments) the City Council of the City of Mount Dora created the Northeast CRA; and

Whereas, the City Council of the City and the Northeast CRA desire to cooperate and collaborate in the funding and implementation of numerous projects and activities; and

Whereas, the City Council of the City has authorized and instructed City Staff to function as staff to the Northeast CRA while recognizing the Northeast CRA's legal status as a separate legal entity as a dependent special district and the Northeast CRA has accepted the relationship with City Staff; and

ATTACHMENT #1
EXHIBIT #1

Whereas, the intent of this Intergovernmental/Interagency Agreement is to memorialize the understandings relative to the daily operations of the Northeast CRA with the assistance of the City while also providing an expeditious means of facilitating the funding and implementation of numerous projects and activities in which both the City and the Northeast CRA are interested and involved; and

Whereas, the City and the Northeast CRA desire to cooperate in the funding and implementation of numerous projects and activities in order to revitalize and redevelop the Northeast CRA for the benefit of the citizens of the City by utilizing the anticipated Northeast CRA annual *ad valorem* tax increment revenues deposited in the Northeast Community Redevelopment Trust Fund in accordance with the Northeast Community Redevelopment Plan; and

Whereas, the projects and activities of the Northeast CRA are of benefit to the citizens of the City and serve an essential public purpose; and

Whereas, the City possesses human and other resources and the ability to provide services to the Northeast CRA that would benefit the Northeast CRA's operation if utilized cooperatively; and

Whereas, the City and the Northeast CRA find and declare that it is in the best interest of the public and of both agencies for the parties to share certain resources in a cooperative manner; and

Whereas, this Intergovernmental/Interagency Agreement serves a public purpose and is authorized pursuant to the provisions of Chapters 163 and 166, *Florida Statutes*, and other applicable law.

Now, Therefore, in consideration of the premises and the promises, covenants,

agreements and commitments contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by both parties, the City and the Northeast CRA agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Intergovernmental/Interagency Agreement upon which the City and the Northeast CRA have relied.

Section 2. Term. This Intergovernmental/Interagency Agreement shall become effective upon approval by the governing bodies of the City and the Northeast CRA and shall remain in effect for an indefinite period subject to termination by either the City or the Northeast CRA by providing the non-terminating party no less than ninety (90) days advance written notice. In any event, this Intergovernmental/Interagency Agreement shall terminate upon expiration or other termination of the Northeast CRA.

Section 3. Collaboration; Memorandums of Understanding.

A. The City and the Northeast CRA recognize that while they are two separate legal, governmental entities, it is feasible and cost efficient to share certain employees, facilities, services, and systems. Specific arrangements for the cooperative sharing of resources shall be approved by the City Manager of the City prior to implementation.

B. The Northeast CRA agrees to reimburse the City for all City employee utilization, services, space, and equipment at rates to be determined by the City Manager of the City if additional costs are incurred to accommodate the needs of the Northeast CRA to accomplish its purposes and projects.

C. The Purchasing Department of the City shall provide procurement services to the Northeast CRA, pursuant to the laws, rules, policies, and procedures as established by the

controlling laws of the State of Florida, the City's purchasing policies and procedures, and all other legal requirements applicable to procurement. The Northeast CRA agrees to utilize the City's procurement system for all procurement needs. The City's Purchasing Manager shall also be and serve as the Chief Procurement Officer for the Northeast CRA.

D. The City consents for the City's Finance Director to serve as Treasurer of the Northeast CRA. The Northeast CRA shall use the City's financial software for all procurement purposes and follow all City finance policies and procedures.

E. The City shall permit its current valid master agreement and contracts to be utilized by the Northeast CRA pursuant to the provisions of Section 287.056, *Florida Statutes*, as the terms and conditions of these agreements and controlling state law may permit and as otherwise provided herein. However, the use of existing contracts which fall under the relevant provisions of Section 287.055, *Florida Statutes*, known as the "Competitive Consultant Negotiation Act" shall not be allowed per Section 189.053, *Florida Statutes*.

F. Each party to this Intergovernmental/Interagency Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Intergovernmental/Interagency Agreement of that party and the officers, employees, and agents thereof.

G. The waiver of a provision herein by either the City or the Northeast CRA shall not constitute the further waiver of said provision or the waiver of any other provision.

H. The City and the Northeast CRA shall collaborate on various projects and activities by means of the execution of memorandums of understanding between the City Manager of the City, or designee, and the Executive Director of the Northeast CRA as authorized by the City Council of the City and the Northeast CRA, respectively.

Section 4. Remedies. Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of this Intergovernmental/Interagency Agreement and agree to comply with the alternative dispute resolution processes set forth in any interlocal or other pertinent agreement relating to said subject and in effect within Lake County.

Section 5. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other Act of God or *force majeure*, then said party shall not be in default hereunder.

Section 6. Binding Effect. This Intergovernmental/Interagency Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

Section 7. Assignment. This Intergovernmental/Interagency Agreement shall not be assigned by either party without the prior written approval of the other.

Section 8. Public Records. The City and the Northeast CRA shall allow public access to all documents, papers, letters or other materials that have been made or received by the Northeast CRA in conjunction with this Intergovernmental/Interagency Agreement.

Section 9. Records and Audits. The Northeast CRA shall maintain in its place of business any and all books, documents, papers and other evidence pertaining to work performed under this Intergovernmental/Interagency Agreement. Such records shall be available at the Northeast CRA's place of business at all reasonable times during the term of this Intergovernmental/Interagency Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law and generally accepted

accounting and auditing principles.

Section 10. Notices.

A. Whenever either party desires to give notice unto the other, notice may be sent to:

For the City: City Manager
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida, 32757

With a copy to: City of Mount Dora, Finance Director
510 N. Baker Street
Mount Dora, Florida, 32757

City of Mount Dora City Clerk
510 N. Baker Street
Mount Dora, Florida, 32757

For the CRA: Northeast CRA Chairman
510 N. Baker Street
Mount Dora, Florida 32757

With a copy to: Northeast CRA Planning Director
510 N. Baker Street
Mount Dora, Florida 32757

B. Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices, reports or invoices. All notices shall be effective upon receipt.

Section 11. Indemnification. The City and the Northeast CRA further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of City and Northeast CRA beyond the waiver provided for in Section 768.28, *Florida Statutes*.

Section 12. Conflict of Interest. The City and the Northeast CRA further agree that they will not engage in any action that would create a conflict of interest in the performance of

its obligations pursuant to this Intergovernmental/Interagency Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

Section 13. Equal Opportunity Employment. The Northeast CRA agrees that it will not discriminate against any contractor, employee or applicant for employment or work under this Intergovernmental/Interagency Agreement because or on account of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: retention; award of contracts; employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, and the prohibition of sexual harassment.

Section 14. Compliance with Laws and Regulations. In performing under this Intergovernmental/Interagency Agreement, the City and the Northeast CRA shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Intergovernmental/Interagency Agreement, and shall entitle the non-violating party to terminate this Intergovernmental/Interagency Agreement immediately upon delivery of written notice of termination to the violating party.

Section 15. Employee Status.

A. Persons employed or retained by the Northeast CRA in the performance of services and functions pursuant to this Intergovernmental/Interagency Agreement shall have no

claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

B. The Northeast CRA assumes total and plenary responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to Northeast CRA personnel and agrees to indemnify and hold the City harmless from any responsibility for same. The Northeast CRA also agrees to place this provision in all contracts and agreements with its agents and contractors pertaining to the any project of the Northeast CRA such that its agents and contractors shall assume all such liability and shall indemnify and hold the Northeast CRA and the City harmless from any and all such costs and liability.

Section 16. Headings. All sections and description headings in this Intergovernmental/Interagency Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

Section 17. Entire Agreement. This Intergovernmental/Interagency Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. Any alterations, amendments, deletions, or waivers of the provisions of this Intergovernmental/Interagency Agreement shall be valid only when expressed in writing and duly signed by the City and the Northeast CRA.

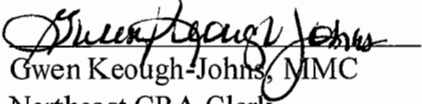
Section 18. Counterparts. This Intergovernmental/Interagency Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

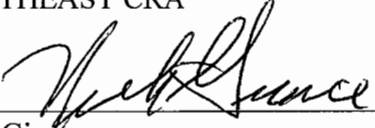
ATTACHMENT #1
EXHIBIT #1

In Witness Whereof, the parties hereto have caused this Intergovernmental/Interagency Agreement to be executed on the day and year first above written.

Attest:

NORTHEAST CRA


Gwen Keough-Johns, MMC
Northeast CRA Clerk

By: 
Nick Girone
Northeast CRA Chairperson
Date: 6.20.17

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


Northeast CRA Attorney

ATTACHMENT #1
EXHIBIT #1

Attest:

CITY OF MOUNT DORA

Gwen Keough-Johns, MMC
City Clerk

By: _____
Nick Girone, Mayor
Date: _____

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

William L. Colbert, Esquire
City Attorney



CITY OF
MOUNT
DORA

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

DATE: June 20, 2017

TO: Honorable Mayor and City Council

FROM: Robin R. Hayes, City Manager

SUBJECT: Resolution No. 2017-78, Interlocal Agreement City of Mount Dora and Northeast CRA Board

Procedure: Call Up Item
Background
Public Comment
CRA Motion & Discussion
CRA Action

Introduction: This is a request for the City Council to approve an Interlocal Agreement with the Northeast Community Redevelopment Agency (NE-CRA) to address the use of shared resources and staff, collaboration on projects, reimbursement mechanisms, and purchasing protocols; coordinate the NE-CRA budget with the City's budget; and clarify what NE-CRA TIF funds may be used for.

Discussion: Similar Interlocal Agreements have been utilized elsewhere by CRA's and municipalities. The benefits of the adoption of such an instrument will include the acknowledgement of the independence and interdependence of the two (2) separate legal entities and the clear identification of shared activities, collaborative projects and resources. The Interlocal agreement, as provided in Exhibit #1 Resolution No. 2017-78 will be presented to the NE-CRA at its June 20, 2017, meeting.

The Interlocal Agreement will:

- Acknowledge the independence and interdependence of the City Council and the Northeast Community Redevelopment Agency;
- Recognize the potential for cooperative sharing of City resources and staff for the operations of the Northeast Community Redevelopment Agency;
- Recognize the potential sharing of City procurement services, master agreements and contracts;

ATTACHMENT #1

Office of the City Manager Memorandum -- Page 2 of 2

- Enables the City's Finance Director to serve as Treasurer of the Northeast Community Redevelopment Agency; and
- Acknowledges that the City and the Northeast Community Redevelopment Agency will collaborate on projects in the future as part of the Northeast Community Redevelopment Agency's operation and implementation of the Northeast Community Redevelopment Plan.

Budget Impact: There is no budget impact arising from the approval of this Interlocal Agreement.

Strategic Impact: To address redevelopment and infrastructure needs and activities.

Recommendation: It is recommended that City Council adopt Resolution No. 2017-78 approving an Interlocal Agreement with the Northeast Community Redevelopment Agency.

Attachment: None

Prepared by: Vince Sandersfeld, Interim Planning Director

Reviewed by: Mike Sheppard, Finance Director
John A. Bruce – CPPB, MBA, CPM, Purchasing & Property Manager

ATTACHMENT #2
RESOLUTION NO. 2017-79 (NE-CRA)

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF MOUNT DORA, FLORIDA; AUTHORIZING THE CHAIRMAN TO EXECUTE SAID AGREEMENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SAVINGS, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, discussions have occurred relative to the use of an Interlocal Agreement between the Northeast Community Redevelopment Agency (hereinafter sometime referred to as "CRA") and the City of Mount Dora (hereinafter sometimes referred to as "City") to clearly articulate the relationship between the two (2) distinct organizations; and

WHEREAS, the benefits of executing such an Interlocal Agreement include the acknowledgement of the independence and interdependence of the two (2) separate legal entities and the clear identification of shared activities, collaborative projects and shared resources; and

WHEREAS, items addressed in the Interlocal Agreement include the use of shared resources and staff, collaboration on projects, purchasing protocols, and reimbursement mechanisms; and

WHEREAS, such an Interlocal Agreement will address how the Northeast Community Redevelopment Agency and the City coordinate expenditures under the CRA budget with the City's budgetary processes and clarify how CRA tax increment funds (sometimes herein referred to as "TIF") may be expended; and

WHEREAS, similar Interlocal Agreements have been utilized successfully elsewhere by CRA's together with their respective municipalities; and

WHEREAS, the Interlocal Agreement provided in Exhibit 1 was previously approved by the City at its June 20, 2017 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORA, AS FOLLOWS:

SECTION 1. Recitals/Findings Adopted. The above recitals (whereas clauses) are hereby adopted by the Northeast Community Redevelopment Agency (NE-CRA) and made substantive part of this Resolution. The NE-CRA Board has taken all appropriate and required action necessary to the processing and approval of this Resolution.

SECTION 2. Approval of Interlocal Agreement. The Northeast Community Redevelopment Agency approves the Interlocal Agreement with the City of Mount Dora City Council provided in Exhibit 1.

SECTION 3. Authorization to Execute Agreement. This Northeast Community Redevelopment Agency authorizes the Chairman to execute the Interlocal Agreement provided in

ATTACHMENT #2

Exhibit 1.

SECTION 4. Implementing Actions. The City Manager, City Attorney, and the Northeast CRA Executive Director are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent. The City Council authorizes the City Manager to execute memorandums of understanding/agreement with the Northeast Community Redevelopment Agency.

SECTION 5. Savings. All prior actions of the City relative to the Northeast Community Redevelopment Agency, and any and all associated or related matters, are hereby ratified and affirmed.

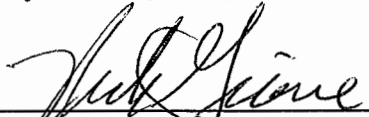
SECTION 6. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney may be corrected.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

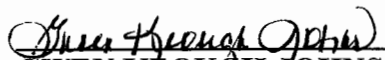
SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of June, A. D, 2017.



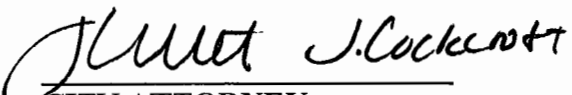
NICK GIRONE
CHAIRMAN

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGALITY



CITY ATTORNEY

Resolution No. 2017- 79 (NE-CRA)

Page 2 of 6

ATTACHMENT #2

EXHIBIT #1

Intergovernmental/Interagency Agreement Between the City of Mount Dora and the Northeast Community Redevelopment Agency Relating to Northeast CRA Operations and Funding of Projects

**INTERGOVERNMENTAL/INTERAGENCY AGREEMENT BETWEEN THE CITY OF
MOUNT DORA AND THE NORTHEAST COMMUNITY REDEVELOPMENT
AGENCY
RELATING TO NORTHEAST CRA OPERATIONS AND FUNDING OF PROJECTS**

This Intergovernmental/Interagency Agreement, is made and entered into this 20th day of June, 2017, *nunc pro tunc* to the effective date of the existence of the Northeast Community Redevelopment Agency referenced below by and between the City of Mount Dora, a political subdivision of the State of Florida, whose address is 510 N. Baker Street, Mount Dora, Florida 32757 (hereinafter referred to as the "CITY") and the Northeast Community Redevelopment Agency, a dependent special district, (hereinafter referred to as the "Northeast CRA"), whose establishment was authorized pursuant to Part III, Chapter 163, *Florida Statutes*, and as further authorized by City of Mount Dora Ordinance Number 546, City of Mount Dora Resolution 90-08 and prior enactments.

W I T N E S S E T H

Whereas, by means of the enactment of City Ordinance Number 546, City Resolution 90-08 (and prior enactments) the City Council of the City of Mount Dora created the Northeast CRA; and

Whereas, the City Council of the City and the Northeast CRA desire to cooperate and collaborate in the funding and implementation of numerous projects and activities; and

Whereas, the City Council of the City has authorized and instructed City Staff to function as staff to the Northeast CRA while recognizing the Northeast CRA's legal status as a separate legal entity as a dependent special district and the Northeast CRA has accepted the relationship with City Staff; and

Whereas, the intent of this Intergovernmental/Interagency Agreement is to memorialize the understandings relative to the daily operations of the Northeast CRA with the assistance of the City while also providing an expeditious means of facilitating the funding and implementation of numerous projects and activities in which both the City and the Northeast CRA are interested and involved; and

Whereas, the City and the Northeast CRA desire to cooperate in the funding and implementation of numerous projects and activities in order to revitalize and redevelop the Northeast CRA for the benefit of the citizens of the City by utilizing the anticipated Northeast CRA annual *ad valorem* tax increment revenues deposited in the Northeast Community Redevelopment Trust Fund in accordance with the Northeast Community Redevelopment Plan; and

Whereas, the projects and activities of the Northeast CRA are of benefit to the citizens of the City and serve an essential public purpose; and

Whereas, the City possesses human and other resources and the ability to provide services to the Northeast CRA that would benefit the Northeast CRA's operation if utilized cooperatively; and

Whereas, the City and the Northeast CRA find and declare that it is in the best interest of the public and of both agencies for the parties to share certain resources in a cooperative manner; and

Whereas, this Intergovernmental/Interagency Agreement serves a public purpose and is authorized pursuant to the provisions of Chapters 163 and 166, *Florida Statutes*, and other applicable law.

Now, Therefore, in consideration of the premises and the promises, covenants,

agreements and commitments contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by both parties, the City and the Northeast CRA agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Intergovernmental/Interagency Agreement upon which the City and the Northeast CRA have relied.

Section 2. Term. This Intergovernmental/Interagency Agreement shall become effective upon approval by the governing bodies of the City and the Northeast CRA and shall remain in effect for an indefinite period subject to termination by either the City or the Northeast CRA by providing the non-terminating party no less than ninety (90) days advance written notice. In any event, this Intergovernmental/Interagency Agreement shall terminate upon expiration or other termination of the Northeast CRA.

Section 3. Collaboration; Memorandums of Understanding.

A. The City and the Northeast CRA recognize that while they are two separate legal, governmental entities, it is feasible and cost efficient to share certain employees, facilities, services, and systems. Specific arrangements for the cooperative sharing of resources shall be approved by the City Manager of the City prior to implementation.

B. The Northeast CRA agrees to reimburse the City for all City employee utilization, services, space, and equipment at rates to be determined by the City Manager of the City if additional costs are incurred to accommodate the needs of the Northeast CRA to accomplish its purposes and projects.

C. The Purchasing Department of the City shall provide procurement services to the Northeast CRA, pursuant to the laws, rules, policies, and procedures as established by the

controlling laws of the State of Florida, the City's purchasing policies and procedures, and all other legal requirements applicable to procurement. The Northeast CRA agrees to utilize the City's procurement system for all procurement needs. The City's Purchasing Manager shall also be and serve as the Chief Procurement Officer for the Northeast CRA.

D. The City consents for the City's Finance Director to serve as Treasurer of the Northeast CRA. The Northeast CRA shall use the City's financial software for all procurement purposes and follow all City finance policies and procedures.

E. The City shall permit its current valid master agreement and contracts to be utilized by the Northeast CRA pursuant to the provisions of Section 287.056, *Florida Statutes*, as the terms and conditions of these agreements and controlling state law may permit and as otherwise provided herein. However, the use of existing contracts which fall under the relevant provisions of Section 287.055, *Florida Statutes*, known as the "Competitive Consultant Negotiation Act" shall not be allowed per Section 189.053, *Florida Statutes*.

F. Each party to this Intergovernmental/Interagency Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Intergovernmental/Interagency Agreement of that party and the officers, employees, and agents thereof.

G. The waiver of a provision herein by either the City or the Northeast CRA shall not constitute the further waiver of said provision or the waiver of any other provision.

H. The City and the Northeast CRA shall collaborate on various projects and activities by means of the execution of memorandums of understanding between the City Manager of the City, or designee, and the Executive Director of the Northeast CRA as authorized by the City Council of the City and the Northeast CRA, respectively.

Section 4. Remedies. Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of this Intergovernmental/Interagency Agreement and agree to comply with the alternative dispute resolution processes set forth in any interlocal or other pertinent agreement relating to said subject and in effect within Lake County.

Section 5. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other Act of God or *force majeure*, then said party shall not be in default hereunder.

Section 6. Binding Effect. This Intergovernmental/Interagency Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

Section 7. Assignment. This Intergovernmental/Interagency Agreement shall not be assigned by either party without the prior written approval of the other.

Section 8. Public Records. The City and the Northeast CRA shall allow public access to all documents, papers, letters or other materials that have been made or received by the Northeast CRA in conjunction with this Intergovernmental/Interagency Agreement.

Section 9. Records and Audits. The Northeast CRA shall maintain in its place of business any and all books, documents, papers and other evidence pertaining to work performed under this Intergovernmental/Interagency Agreement. Such records shall be available at the Northeast CRA's place of business at all reasonable times during the term of this Intergovernmental/Interagency Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law and generally accepted

accounting and auditing principles.

Section 10. Notices.

A. Whenever either party desires to give notice unto the other, notice may be sent to:

For the City: City Manager
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida, 32757

With a copy to: City of Mount Dora, Finance Director
510 N. Baker Street
Mount Dora, Florida, 32757

City of Mount Dora City Clerk
510 N. Baker Street
Mount Dora, Florida, 32757

For the CRA: Northeast CRA Chairman
510 N. Baker Street
Mount Dora, Florida 32757

With a copy to: Northeast CRA Planning Director
510 N. Baker Street
Mount Dora, Florida 32757

B. Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices, reports or invoices. All notices shall be effective upon receipt.

Section 11. Indemnification. The City and the Northeast CRA further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of City and Northeast CRA beyond the waiver provided for in Section 768.28, *Florida Statutes*.

Section 12. Conflict of Interest. The City and the Northeast CRA further agree that they will not engage in any action that would create a conflict of interest in the performance of

its obligations pursuant to this Intergovernmental/Interagency Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

Section 13. Equal Opportunity Employment. The Northeast CRA agrees that it will not discriminate against any contractor, employee or applicant for employment or work under this Intergovernmental/Interagency Agreement because or on account of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: retention; award of contracts; employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, and the prohibition of sexual harassment.

Section 14. Compliance with Laws and Regulations. In performing under this Intergovernmental/Interagency Agreement, the City and the Northeast CRA shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Intergovernmental/Interagency Agreement, and shall entitle the non-violating party to terminate this Intergovernmental/Interagency Agreement immediately upon delivery of written notice of termination to the violating party.

Section 15. Employee Status.

A. Persons employed or retained by the Northeast CRA in the performance of services and functions pursuant to this Intergovernmental/Interagency Agreement shall have no

claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

B. The Northeast CRA assumes total and plenary responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to Northeast CRA personnel and agrees to indemnify and hold the City harmless from any responsibility for same. The Northeast CRA also agrees to place this provision in all contracts and agreements with its agents and contractors pertaining to the any project of the Northeast CRA such that its agents and contractors shall assume all such liability and shall indemnify and hold the Northeast CRA and the City harmless from any and all such costs and liability.

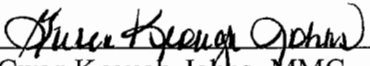
Section 16. Headings. All sections and description headings in this Intergovernmental/Interagency Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

Section 17. Entire Agreement. This Intergovernmental/Interagency Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. Any alterations, amendments, deletions, or waivers of the provisions of this Intergovernmental/Interagency Agreement shall be valid only when expressed in writing and duly signed by the City and the Northeast CRA.

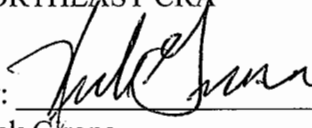
Section 18. Counterparts. This Intergovernmental/Interagency Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

In Witness Whereof, the parties hereto have caused this Intergovernmental/Interagency Agreement to be executed on the day and year first above written.

Attest:


Gwen Keough-Johns, MMC
Northeast CRA Clerk

NORTHEAST CRA

By: 
Nick Grone
Northeast CRA Chairperson
Date: 4-20-17

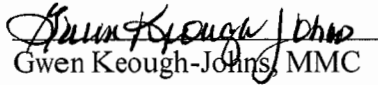
For the use and reliance
of Northeast CRA only.
Approved as to form and
legal sufficiency.

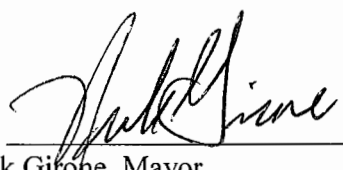

Northeast CRA Attorney


ATTACHMENT #2
EXHIBIT #1

Attest:

CITY OF MOUNT DORA


Gwen Keough-Johns, MMC
City Clerk

By: 
Nick Girone, Mayor
Date: 12-20-17

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


William L. Colbert, Esquire
City Attorney
by J. Cockcroft

RESOLUTION NO. 2023-57 (NORTHEAST CRA)

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE CITY OF MOUNT DORA; AUTHORIZING THE CHAIR TO EXECUTE SAID AMENDMENT; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2017, the Northeast Community Redevelopment Agency (hereinafter sometime referred to as "CRA" or "NE-CRA") and the City of Mount Dora (the "City") entered into an Interlocal Agreement, pursuant to NE-CRA Resolution No. 2017-79 and City Resolution No. 2017-78, as well as Chapter 163, *Florida Statutes*, to acknowledge the independence and interdependence of the two (2) distinct organizations, and to clearly articulate the use of shared resources and staff, collaboration on projects, purchasing protocols, and reimbursement mechanisms; and

WHEREAS, the Interlocal Agreement addresses how the NE-CRA and the City coordinate expenditures under the CRA budget with the City's budgetary processes and clarifies how CRA tax increment funds (sometimes herein referred to as "TIF") may be expended; and

WHEREAS, pursuant to Section 17 of the Interlocal Agreement, the NE-CRA and the City desire to amend the Interlocal Agreement to expressly provide that the City of Mount Dora Police Department shall provide innovative Community Policing Programs, as provided for in the NE-CRA Plan, within the boundary of the NE-CRA in collaboration with the NE-CRA Executive Director and/or Manager and community leaders; and

WHEREAS, the NE-CRA finds that this amendment serves a valid public purpose and is consistent with the NE-CRA Plan, Section 2.4.2.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings Adopted. The above recitals are hereby adopted and incorporated as the legislative findings by the NE-CRA as if set forth fully herein. The NE-CRA has complied with all requirements and procedures of Florida Law in processing this Resolution.

SECTION 2. Approval of Amendment to Interlocal Agreement. The NE-CRA approves the amendment to the Interlocal Agreement with the City of Mount Dora City Council as provided in Exhibit 1 hereto.

SECTION 3. Authorization to Execute Agreement. The NE-CRA authorizes the Chair to execute the Amendment to the Interlocal Agreement provided in Exhibit 1.

SECTION 4. Implementing Actions. The City Manager, City Attorney, and NE-CRA Executive Director and/or Manager are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Resolution. The NE-CRA Executive Director and/or Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City and/or CRA employees as deemed effectual and prudent.

SECTION 5. Savings. All prior actions of the Northeast Community Redevelopment Agency, and any and all associated or related matters, are hereby ratified and affirmed.

SECTION 6. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, City Attorney, and/or the NE-CRA Clerk or City Attorney may be corrected.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 5th day of December 2023.

CRISSY STILE
Chair of the Northeast CRA

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Patrick Brackins, City Attorney

**FIRST AMENDMENT TO INTERGOVERNMENTAL/INTERAGENCY
AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND THE
NORTHEAST COMMUNITY REDEVELOPMENT AGENCY
RELATING TO NORTHEAST CRA OPERATIONS AND FUNDING OF
PROJECTS**

THIS IS A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT between the City of Mount Dora (the “City”), a Florida municipal corporation, and the Northeast Community Redevelopment Agency of the City of Mount Dora (the “NE-CRA”), a Florida dependent special district, relating to the NE-CRA’s operations and funding of projects.

WITNESSETH

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

WHEREAS, the parties entered into an Interlocal Agreement on June 20, 2017, whereby they acknowledge their independence and interdependence, and provided for the use of shared recourses and staff, collaboration on projects, purchasing protocols, and reimbursement mechanisms; and

WHEREAS, the Interlocal Agreement addresses how the NE-CRA and the City coordinate expenditures under the CRA budget with the City’s budgetary processes and clarifies how CRA tax increment funds (sometimes herein referred to as “TIF”) may be expended; and

WHEREAS, pursuant to Section 17 of the Interlocal Agreement, the NE-CRA and the City desire to amend the Interlocal Agreement to expressly provide that the City of Mount Dora Police Department shall undertake innovative Community Policing Programs, as provided for in the NE-CRA Plan, within the boundary of the NE-CRA in collaboration with the NE-CRA Executive Director and/or Manager and community leaders; and

WHEREAS, the parties have determine that it is in the best interests of the residents of the City and the NE-CRA to enter into this first amendment of the Interlocal Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Legislative Finding of Fact. The foregoing recitals are hereby fully adopted and incorporated herein.

Section 2. Amendment. Section 3 of the Interlocal Agreement shall be amended to read as follows, with underlines represented added text to the Interlocal Agreement:

H. . . .

I. The City of Mount Dora Police Department shall provide innovative Community

Policing Programs within the boundaries of the Northeast CRA in collaboration with the Community Redevelopment Executive Director and/or Manager and community leaders.

Section 3. Other Provisions. All other provisions of the original Interlocal Agreement shall remain in full force and effect unless otherwise amended by the parties in writing.

IN WITNESS WHEREOF, the parties have signed this First Amendment to the Interlocal Agreement on the respective dates under each signature, all at duly noticed public meetings: City of Mount Dora, through its City Council, and the Northeast Community Redevelopment Agency of the City of Mount Dora, through its Board.

[SIGNATURES ON THE FOLLOWING PAGES]

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

Date: _____

CRISSY STILE
Chair of Northeast CRA Board

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legality.

Patrick Brackins, City Attorney

CITY OF MOUNT DORA

Date: _____

CRISSY STILE
Mayor, City of Mount Dora

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legality.

Patrick Brackins, City Attorney