



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

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
September 1, 2026, 6:00 PM

REVISED AGENDA
Revised August 27, 2026

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Recognition Mount Dora National Firefighter Registry for Cancer Gold Helmet Department

4

PUBLIC COMMENT

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Request Approval to First Amendment to Interlocal Agreement with Lake County Regarding Emergency Access During Eudora Road Roundabout Construction
2. Request Approval to Renew Agreement for Closed-Loop Artificial Intelligence Software
3. Request Approval of a 36-Month Initial Term for Cloud-Based Unified Communications Services and Related Implementation Services
4. Request Approval of the First Amendment to the Agreement Between Forvis Mazars, LLP and the City of Mount Dora for Annual Audit Services
5. Request Approval of Change Order #1 for Purchase Order 26-01937 with Nixon Power Services for Generator Repairs
6. Request Ratification of the Forty-third and Forty-fourth Extensions of **Resolution No. 2025-45**, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event (**Final Extension**)

6

18

23

27

77

83

ACTION ITEMS

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of **Resolution No 2026-25**, Updating the Master Fee Schedule

91

DISCUSSION ITEMS

PRIORITY PROJECT UPDATES

1. Landfill Litigation (City Attorney)
2. Witherspoon Lodge (City Attorney)

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

1. Councilmember Nate Walker
2. Councilmember Doug Bryant
3. Councilmember Cal Rolfson
4. Councilmember Dennis Dawson
5. Councilmember Marc Crail
6. Vice-mayor John Cataldo
7. Mayor James Homich

UPCOMING MEETING DATES

1. Thursday, September 3, 2026, 6:00 p.m., Special Meeting - 1st Public Hearing to Consider Adoption of Tentative Budgets; Proposed Millage Rate
2. Thursday, September 10, 2026, 6:00 p.m., Special Meeting: Conduct Public Hearings to Consider Adoption of Fire Assessment Rate Resolution
3. Tuesday, September 15, 2026, 6:00 p.m., Regular Session
4. Tuesday, October 6, 2026, 6:00 p.m., Regular Session
5. Tuesday, October 20, 2026, 6:00 p.m., Regular Session

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 THE 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: September 1, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Recognition Mount Dora National Firefighter Registry for Cancer Gold Helmet Department

Introduction:

The City of Mount Dora is pleased to recognize the Mount Dora Fire Department for achieving Gold Helmet Department recognition from the National Firefighter Registry (NFR) for Cancer.

Discussion:

The Gold Helmet designation recognizes fire departments demonstrating exceptional participation in the NFR for Cancer, including departments with at least 50% of their active firefighters enrolled. This achievement reflects the Mount Dora Fire Department's commitment to firefighter health, safety, and efforts to better understand and reduce cancer risks within the fire service.

Budget Impact:

None

Strategic Impact:

This recognition supports Strategic Initiative 4: Provide High-Quality Services; Goal 11: Ensure an exceptional level of Public Safety services; and Objective 11.1, by promoting firefighter health and wellness and supporting an environment that encourages long careers, retention, and professional development within the Fire Department.

The recognition also supports Strategic Initiative 5: Invest in Fiscal and Human Resources; Goal 14: Retain and attract highly-qualified talent and provide succession planning, by reinforcing the City's commitment to employee well-being, retention, and a positive workplace culture.

Recommendation:

No action is required. This item is for presentation and recognition of the Mount Dora Fire Department and its achievement.

Attachment(s):

Prepared by: HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator

Reviewed by:

Joseph Hightower, Fire Chief

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/21/2026

Approved - 8/25/2026

Final Approval - 8/25/2026



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

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval to First Amendment to Interlocal Agreement with Lake County Regarding Emergency Access During Eudora Road Roundabout Construction

Introduction:

This is a request for City Council to approve the First Amendment to Interlocal Agreement with Lake County Regarding Emergency Access During Eudora Road Roundabout Construction.

Discussion:

The City of Mount Dora and Lake County previously entered into an Interlocal Agreement dated January 23, 2024, establishing their respective responsibilities for improvements to the intersection of County Road 19A, Eudora Road, and Old Highway 441.

Construction of the roundabout requires closure of the intersection for a period of time. Because the City operates a fire station in proximity to the project area, maintaining an effective route for emergency response vehicles during the closure is necessary to preserve emergency response connectivity and access.

Lake County has coordinated with the adjacent property owner to establish a temporary emergency public-safety access route around the closed intersection. The proposed First Amendment incorporates the City's use of that temporary access route into the existing Interlocal Agreement.

Under the amendment, Lake County will enter into a separate License Agreement with the owner of the property identified as Alternate Key 1410363. The License Agreement provides a non-exclusive, revocable license permitting the County and City emergency response vehicles to use the designated licensed area while the intersection is inaccessible to normal traffic.

The License Agreement also provides authority for necessary maintenance of the emergency access route, including trimming low-hanging tree branches to provide adequate clearance for emergency vehicles.

City and County legal counsel have coordinated revisions to the agreement addressing the City's use of the property and the allocation of liability associated with that use. The final agreement presented for approval reflects the language agreed upon by the parties.

The temporary access arrangement is intended solely to maintain emergency public-safety access during construction of the Eudora Road Roundabout and will no longer be necessary once the roundabout project is completed and the intersection is reopened.

Budget Impact:

No specific project expenditure is authorized by approval of this amendment. The City will be responsible for costs associated with its use of the temporary licensed access area, including any City-required maintenance or repairs arising from that use.

Any minor operational costs associated with maintaining emergency access, including necessary vegetation trimming or similar work, are anticipated to be absorbed within existing departmental operating budgets.

Strategic Impact:

Strategic Initiative 4: Provide High-Quality Services – “Deliver exceptional municipal services that promote a vibrant, safe, and healthy environment.”

This action supports the City's objective to “Improve emergency preparedness and response to natural disasters, large-scale events, and other emergencies” and the related priority to “Improve response times for Fire Department.”

Approval of the First Amendment provides for continued emergency vehicle access during construction-related closures at the CR 19A, Eudora Road, and Old Highway 441 intersection.

Maintaining an alternate emergency access route supports continuity of Fire Department operations and helps minimize impacts to emergency response times while the roundabout project is under construction.

Recommendation:

City Council approve the First Amendment to the Interlocal Agreement between Lake County and the City of Mount Dora regarding the CR 19A, Eudora Road, and Old Highway 441 Roundabout Project and authorization for the Mayor to execute the agreement.

Attachment(s):

1. First Amendment to Interlocal Regarding Access_8.21.2026 (002)wh

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Joseph Hightower, Fire Chief
Andrew Marsian, Public Works and Utilities Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/25/2026
Approved - 8/25/2026
Approved - 8/25/2026
Approved - 8/25/2026
Final Approval - 8/25/2026

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
CITY OF MOUNT DORA, FLORIDA
REGARDING CR 19A, EUDORA ROAD & OLD HIGHWAY 441 ROUNDABOUT
(Amended to Address Access During Road Closure)**

THIS IS THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (“First Amendment”) by and between Lake County, Florida, a political subdivision of the State of Florida (“County”) and the City of Mount Dora, a municipal corporation (“City”), collectively the “Parties,” regarding the roundabout to be constructed at the intersection of County Road 19A (4561), Eudora Road (4564), and Old Highway 441 (0500A).

WHEREAS, for the purpose of improving the intersection of County Road 19A (“CR 19A”), Eudora Road, and Old Highway 441, which is located within City limits, the County and the City have entered into an Interlocal Agreement dated January 23, 2024 addressing their respective obligations with regard to the Roundabout Project; and

WHEREAS, as part of the Roundabout Project the intersection will be closed for a period of time due to road construction; and

WHEREAS, the Parties mutually desire to enter into this First Amendment addressing the cooperation of the City and County to maintain connectivity and access for emergency vehicles during the period of road closure; and

WHEREAS, the County and the City agree that this First Amendment, relating to the Roundabout Project, is in the best interests of both Parties and serves the public health, safety and welfare.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the parties and are ratified and confirmed as being true and correct and are hereby made a specific part of this First Amendment upon adoption hereof.

2. **Additional Access-Related Obligations.** The Interlocal Agreement dated January 23, 2024, is hereby amended to incorporate the following language as paragraph 2.D.

D. **Access.** The City owns and operates a Fire Station located near the boundaries of the Roundabout Project. To maintain access during any road closures associated with the Roundabout Project, the County intends to enter into a separate License Agreement with the owner of the property located in the Mount Dora area, Lake County, Florida, designated as Alternate Key 1410363, in substantially the form attached as **Exhibit A**. The License Agreement shall authorize emergency vehicles to utilize the Licensed Area for access during such road closures; provided, however, that the City’s use of the Licensed Area will be at the City’s sole cost. The City shall fully indemnify, defend, and hold harmless the County from and against any

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT

claims, damages, losses, liabilities, costs, and expenses of any kind or character arising out of or related to the City's use of the Licensed Area by its agents, employees, and/or contractors.

3. **Termination of Additional Access Obligations.** The parties recognize that the License Agreement is revocable, however, the City's obligation for costs of maintenance and repairs and indemnification of the County for any damages as set forth hereinabove shall survive the expiration of termination of the License Agreement and remain in full force and effect.

4. **Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

5. **Effect of First Amendment.** All other provisions of the Interlocal Agreement dated January 23, 2024, will remain in full force and effect unless otherwise formally amended by the Parties. To the extent this First Amendment conflicts with the Interlocal Agreement, this First Amendment will govern.

6. **Effective Date.** This First Amendment shall become effective upon the date the last party hereto executes it ("effective date").

7. **Entire Agreement.** This First Amendment includes the following exhibits, all of which are incorporated as material terms and conditions to this First Amendment:

Exhibit A License Agreement including depiction of Licensed Area

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT

IN WITNESS WHEREOF, the Parties through their authorized representatives have signed this First Amendment on the respective dates under each signature: the County through its Board of County Commissioners, signing by and through its Chairman, and the City through its duly authorized representative.

CITY

CITY OF MOUNT DORA, FLORIDA

James Homich, Mayor

This ____ day of _____, 2026.

ATTEST:

Jessica Burnham, City Clerk

Approved as to form and legality:

Andrew Hand, City Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT

COUNTY

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

Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

Exhibit A
License Agreement including depiction of Licensed Area

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is hereby made and entered into as of the date of the last signature below (“Effective Date”), by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida, 32778 (“County or Licensee”), and **FIRST NATIONAL BANK OF MOUNT DORA**, a profit corporation authorized to conduct business in the State of Florida (the “Licensor”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Licensor is the fee simple owner of certain real property located in the Mount Dora area, Lake County, Florida, designated as Alternate Key 1410363, more particularly described in the Warranty Deed recorded in Lake County Public Records, Official Record Book 1183, Page 1620, and hereinafter referred to as the “License Area;” and

WHEREAS, the County desires to utilize the License Area for emergency public safety access in connection with emergency response activities during such time as the intersection of Eudora Road and State Road 19A may be inaccessible for such traffic, to maintain emergency response times in the surrounding area; and

WHEREAS, Licensor is desirous of granting to the County a non-exclusive revocable license to accomplish the aforementioned purpose.

NOW THEREFORE, for and in consideration of the terms, conditions, and mutual covenants below, County and the Licensor, both intending to be legally bound, agree as follows:

1. **Legal Findings.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this License Agreement upon adoption hereof.

2. **Scope of License.** Licensor hereby grants the County, including its agents and employees, a non-exclusive, revocable license to access, traverse, and utilize the License Area. This license is expressly granted for the purpose of facilitating an emergency public safety access route in connection with Lake County and/or City of Mount Dora emergency response activities and operation of public safety vehicles within the License Area. The County’s use of the License Area shall be limited to the purposes and uses stated herein and shall not interfere with the primary function and use of the License Area by the Licensor. The Licensor retains all rights to use the License Area during the term of this License. Licensee’s primary use of the License Area shall be as described in **Exhibit A**, and Licensee shall not infringe upon Licensor’s primary parking areas as shown in the exhibit.

3. **Maintenance.** The Licensor hereby grants the County and/or its duly authorized representative authority to trim any low hanging tree branches along the emergency public safety access route to make a safe travel way. Nothing herein shall be construed as creating an obligation upon the County to maintain the emergency public safety access route, as shown in **Exhibit A**.

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT

LICENSE AGREEMENT BETWEEN LAKE COUNTY AND FIRST NATIONAL BANK OF MOUNT DORA

4. **Term and Termination.** This License Agreement shall become effective upon execution by the last Party signing hereto, and shall remain in effect until the Licensee has provided Licensor written notice that the Eudora Road Roundabout project has been completed and the License is no longer needed. The Licensor reserves the right to terminate this License Agreement at any time with at least thirty (30) days' written notice to Licensee.

5. **Hours.** This License shall be effective 24-hours per day during the term of the License.

6. **Warranty.** The Licensor does not warrant or represent that the License Area is safe or suitable for the purpose for which the County is permitted to use it, and the County assumes all risks in its use.

7. **Insurance.** The County shall not claim any damages from the Licensor in connection with or on account of any injuries or damages arising from use of the License Area by the County and its agents, representatives, and employees. The County shall maintain a program of insurance covering its liabilities as prescribed by *Section 768.28, Florida Statutes*, and shall be responsible for the acts and omissions of its officers, employees, representatives, and agents in the event that such acts or omissions result in injury to persons or damage to property.

8. **Ownership.** The Licensee agrees and understands that the Licensor is not transferring ownership of the Licensed Property and that the License Area is to be used solely for the purposes described herein. Nothing herein prohibits the Licensee from allowing others to use the Licensed Property during the same time hereby granted by this license. The Licensee shall not interfere with any activity the Licensor may be conducting on the property, nor shall the Licensee permit its agents or contractors to do so.

9. **Notices.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, (iii) sent via US mail express, or (iv) one day after sent by nationally recognized overnight commercial courier (such as Federal Express), and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith

<u>COUNTY/LICENSEE</u>	<u>LICENSOR</u>
Lake County, Florida Attn: Tommy Carpenter Assistant County Manager PO Box 7800 Tavares, Florida 32778 cc: Lake County Attorney's Office 315 West Main Street, Suite 335	First National Bank of Mount Dora, Attn: Robert D. White Chief Executive Officer 714 N. Donnelly St. Mount Dora, FL 32757

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT

LICENSE AGREEMENT BETWEEN LAKE COUNTY AND FIRST NATIONAL BANK OF MOUNT DORA

PO Box 7800 Tavares, Florida 32778	
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10. **Jurisdiction.** This License shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie with the Fifth Judicial Circuit, in and for Lake County, Florida. **EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT.**

IN WITNESS WHEREOF, the undersigned Parties have executed this License Agreement on the respective dates under each signature:

COUNTY/LICENSEE

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

This ____ day of _____ 2026.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD, & OLD 441 ROUNDABOUT

LICENSE AGREEMENT BETWEEN LAKE COUNTY AND FIRST NATIONAL BANK OF MOUNT DORA

LICENSOR

FIRST NATIONAL BANK OF MOUNT DORA,
a Foreign Profit Corporation

By: _____

Print Name: _____

Its: _____

This ____ day of _____, 2026.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of the First National Bank of Mount Dora, a Foreign Profit Corporation.

Signature of Notary Public – State of _____

Print Commissioned Name

Personally Known OR Produced Identification

Type of Identification Produced _____



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

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval to Renew Agreement for Closed-Loop Artificial Intelligence Software

Introduction:

This is a request for Council to approve the renewal of the agreement for closed-loop artificial intelligence software.

Discussion:

The proposed expenditure is for a closed-loop AI service currently used by over 200 law enforcement agencies nationwide. The software allows officers and command staff to instantly search and retrieve exact, quoted information from a secure, closed system that includes:

- Federal and state laws
- Local ordinances and policies
- Departmental procedures and documents
- Maps, bulletins, and BOLO's
- Florida case law
- Traffic quick reference
- Jury instructions
- Hurricane preparedness

Because the system is closed-loop, it does not rely on open internet sources and is designed to prevent AI “hallucinations,” ensuring that responses are based only on verified, department-approved content. The platform also supports policy management, electronic sign-offs, mobile notifications, and real-time dissemination of critical information.

This purchase has been reviewed by the City’s Information Technology Department to confirm compliance with Criminal Justice Information Services (CJIS) standards. CJIS is a set of federal security requirements established by the Federal Bureau of Investigation (FBI) to protect

sensitive criminal justice information. CJIS compliance ensures that law enforcement data is securely stored, accessed only by authorized users, and protected from unauthorized disclosure.

The Police Department is requesting to use eight thousand four hundred dollars (\$8,400.00) of the Law Enforcement General Fund for this purchase because the closed-loop AI service represents an additional technology resource that enhances law enforcement operations and decision-making and is not part of the City's normal operating budget. The request will be accompanied by the Chief of Police's written certificate confirming compliance with Section 932.7055(5)(a), Florida Statutes.

Certain information contained in the supporting attachments has been redacted pursuant to Section 119.0725, Florida Statutes. That section makes specified agency cybersecurity information confidential and exempt from public disclosure, including information relating to critical infrastructure and certain network schematics, hardware and software configurations, cybersecurity protection processes or practices, and other security-related information when the statutory criteria are met.

Budget Impact:

The cost of this subscription renewal authorized by this agreement is \$8,400.00, which is less than the \$10,000 budgeted for this expense in the FY 2026-27 Law Enforcement General Fund.

- Budgeted amount (GL #120-5555-580.46-08 – Repairs & Maintenance - Software): \$10,000
- Closed Loop AI Software cost: \$8,400
- Variance: \$1,600

Strategic Impact:

Strategic Initiative 4: Provide high quality services that sustain a vibrant, safe, and healthy community. Goal 11: ensure an exceptional level of Public Safety Services.

Recommendation:

City Council approval of the subscription renewal agreement for closed-loop AI services.

Attachment(s):

1. Service Agreement Contract

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

James Deleu, deputy Chief

Jason Marlar, IT Director

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/18/2026

Approved - 8/20/2026

Approved - 8/20/2026

Approved - 8/21/2026

Approved - 8/25/2026

Approved - 8/25/2026

Final Approval - 8/25/2026

SERVICE AGREEMENT

BILL TO
Mount Dora PD, FL

AGREEMENT #: 21261213150926
DATE: 09/15/2026
DUE DATE: 10/15/2026

ACTIVITY	TERM	AMOUNT
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Service

Period 1

09/15/2026 - 09/14/2027
(1 yr)

\$8,400

REMIT TO:

BALANCE DUE: \$8,400

NOTE: Due NET 30 after start of first paying term

Through signature, Mount Dora PD, FL agrees to the pricing and payment terms set forth above and acknowledges the EULA and Software Services Agreement.

EULA:

Software Services Agreement:

[Redacted]

Signature: [Redacted]

Contact Name: [Redacted]

Title: [Redacted]

Date: [Redacted]

Email: [Redacted]

Address: [Redacted]

[Redacted]

[Redacted]

Contact Telephone: [Redacted]

[Redacted]

Signature [Redacted]

Name: [Redacted]

Title: CEO

Date: 08/07/2026

Email: [Redacted]

Address: [Redacted]

[Redacted]

Contact Telephone: [Redacted]



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

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of a 36-Month Initial Term for Cloud-Based Unified Communications Services and Related Implementation Services

Introduction:

This is a request for City Council to approve an initial 36-month agreement for cloud-based unified communications services and related one-time professional implementation services to replace the City's existing on-premises telephone system.

Discussion:

The City currently uses an on-premises telephone system for daily communications across all City departments. The system costs approximately \$7,400 per month and requires the City to maintain and support the equipment and related infrastructure. As communication needs have changed, staff reviewed other options and determined that moving to a cloud-based system would provide a more cost-effective and manageable solution while maintaining the phone services needed for day-to-day operations.

The recurring cloud-based communications services will be procured through a Sourcewell cooperative contract. The associated one-time implementation services will be provided by Verteks Consulting, Inc. under the NCPA 01-170 Advanced Technology Solutions Aggregator cooperative contract.

The service order includes 214 recurring DigitalLine licenses. The implementation scope separately addresses migration of the City's existing extension environment, including 217 extensions, along with existing call routing, automated attendants, hunt groups, schedules, analog services, and other call flows. Staff will validate the final license-to-extension configuration as part of system configuration and cutover.

The proposed system will support City users, phone numbers, call routing, automated attendants, hunt groups, voicemail, analog devices, and other functions currently being used. Implementation will also include number porting, system configuration, testing, cutover, and final validation. Existing call-recording functionality will remain in place throughout the City's

current recording system and will be integrated and validated after cutover. This work is intended to make the transition as smooth as possible and minimize disruption to City departments and the public.

The Initial Order Form provides a 36-month initial term, billed monthly, followed by a 36-month renewal term. Under the Master Services Agreement, recurring services automatically renew unless either party provides at least 30 days' notice of non-renewal before the applicable term expires. Any renewal remains subject to the applicable cooperative contract and final legal and administrative review.

One of the main benefits of this request is the cost savings. The proposed monthly service cost is approximately \$3,532 compared to the current cost of approximately \$7,400 per month. This is a savings of approximately \$3,868 per month, or \$46,416 per year. After including the one-time implementation cost of \$32,550 and applying the \$10,626 service credit included in the agreement, the City is projected to save approximately \$117,324 over the initial 36-month term. These amounts do not include applicable taxes, fees, usage-based charges, or work outside the quoted implementation scope.

In addition to the savings, moving away from the current on-premises system will reduce the amount of telecommunications equipment and infrastructure the City has to maintain locally. Certain maintenance, software updates, and platform management responsibilities will move to the hosted service provider. This will allow staff to manage users and services more efficiently and reduce the time and resources required to maintain the current system.

The migration has been planned to keep the City's existing phone functionality in place. Existing call routing, automated attendants, hunt groups, schedules, and analog services will be recreated and tested before the final transition. Telephone numbers will also be ported and tested as part of the cutover process to help minimize downtime. The proposed solution maintains the services needed for City operations, reduces locally maintained infrastructure, and is expected to provide significant savings over the initial 36-month term.

Certain information contained in the supporting attachments has been redacted pursuant to Section 119.0725, Florida Statutes. That section makes specified agency cybersecurity information confidential and exempt from public disclosure, including information relating to critical infrastructure and certain network schematics, hardware and software configurations, cybersecurity protection processes or practices, and other security-related information when the statutory criteria are met.

Budget Impact:

The City's existing on-premises telephone system costs approximately \$7,400 per month, or approximately \$88,800 annually.

The proposed cloud-based service is approximately \$3,532 per month, or approximately \$42,384 annually, resulting in estimated recurring savings of approximately \$3,868 per month or \$46,416 annually.

Over the initial 36-month term:

Existing System Estimated Cost: \$266,400
Proposed Recurring Service: \$127,152
One-Time Implementation Services: \$32,550
Less Contractual Service Credit: (\$10,626)
Estimated 36-Month Proposed Cost: \$149,076
Estimated 36-Month Net Savings: \$117,324

These estimates exclude applicable taxes, fees, usage-based charges, and any additional work outside the quoted implementation scope, including hardware replacement or new cabling not listed in the scope of work, training beyond the basic overview, and non-standard network or firewall configuration changes.

Strategic Impact:

This project supports the City of Mount Dora Strategic Plan FY2025-2030, Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure. It is consistent with Goal 8 and Objective 8.4, which calls for protecting the City network by securing digital storage, controlling access, and preventing unauthorized data processing. Moving core communications to a hosted platform reduces locally maintained infrastructure while supporting a modern, managed technology environment.

The project also supports Strategic Initiative 4: Provide High-Quality Services by improving the reliability, flexibility, and continuity of the City's communications services used to support City departments and the public.

Recommendation:

City Council approve the Initial Order Form and Master Services Agreement for cloud-based unified communications services for an initial 36-month term; approve the related implementation services quote from Verteks Consulting, Inc. in an amount not to exceed \$32,550; and authorize the City Manager to execute all necessary documents, subject to final legal and administrative review.

Attachment(s):

Prepared by: Jason Marlar, IT Director

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/14/2026

Approved - 8/14/2026

Approved - 8/18/2026

Approved - 8/25/2026

Approved - 8/25/2026

Final Approval - 8/25/2026



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

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the First Amendment to the Agreement Between Forvis Mazars, LLP and the City of Mount Dora for Annual Audit Services

Introduction:

This is a request for City Council to Approve the First Amendment to the Agreement Between the City of Mount Dora and Forvis Mazars, LLC for Annual Audit Services.

Discussion:

On January 17, 2023, City Council approved an agreement with MSL, P.A. for annual audit services. On November 1, 2024, Forvis Mazars, LLP acquired certain assets of MSL, P.A., and members of the MSL audit team joined Forvis Mazars.

As a result of the acquisition, a new agreement with Forvis Mazars, LLP is necessary to continue the City's annual audit services. The fees remain unchanged from the original agreement, and the same audit team will continue to serve the City.

Budget Impact:

There is no additional budget impact. Funding for annual audit services is included in the approved budget.

Strategic Impact:

Strategic Initiative #5 – Invest in Fiscal and Human Resources: Approval of the agreement supports the City's commitment to enhanced financial performance and organizational excellence by providing for the continuation of independent annual audit services.

Recommendation:

City Council approve the agreement between the City of Mount Dora and Forvis Mazars, LLP for annual audit services.

Attachment(s):

1. Forvis Mazars Audit Agreement (final final)
2. First Amendment to Forvis Mazars Agreement

Prepared by: Whitney Donovan, Purchasing Coordinator

Reviewed by:

Jennifer Gates, Finance Director

Matthew Dodson, Budget Officer

City Attorney,

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/18/2026

Approved - 8/18/2026

Approved - 8/25/2026

Approved - 8/25/2026

Final Approval - 8/25/2026

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, the CITY OF MOUNT DORA NORTHEAST COMMUNITY REDEVELOPMENT AGENCY and the CITY OF MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY, hereinafter singly and collectively referred to as the “CITY”, and FORVIS MAZARS, LLP, 255 S. Orange Avenue, Suite 600, Orlando, Florida 32801, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Annual Audit Services, pursuant to the CITY’s Purchasing Policy and RFP #22-FN-009; and

WHEREAS, MSL, P.A. submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in RFP #22-FN-009; and

WHEREAS, the CITY awarded the contract for Annual Audit Services to MSL, P.A.; and

WHEREAS, on November 1, 2024, CONTRACTOR acquired certain assets of MSL, P.A. and a number of team members from MSL joined CONTRACTOR, including the team members working on the CITY’s Annual Audit Services; and

WHEREAS, any work performed by MSL, P.A. prior to November 1, 2024 remains the responsibility and obligation of MSL, P.A. and CONTRACTOR does not have any responsibility for work performed prior to November 1, 2024; and

WHEREAS, since the team members from MSL, P.A. are now employed by CONTRACTOR, the CITY and CONTRACTOR desire enter into an agreement for Annual Audit Services on the same terms as previously entered into between CITY and MSL, P.A.; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. **RECITALS.**

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

SECTION 2. **TERM.**

The term of this Agreement shall be for a period of one (1) year beginning on November 1, 2024, and may be extended when in the best interest of the CITY for two additional periods of one (1) year each.

SECTION 3. **SCOPE OF SERVICES.**

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. **PROFESSIONAL STANDARDS.**

The CONTRACTOR agrees to perform services identified in Exhibit “A” in accordance with the applicable professional standards of the American Institute of Certified Public Accountants.

SECTION 5. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR 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 and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub- contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. **STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY’s stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and includes the CONTRACTOR rates for additional services if requested by the City, and a schedule of estimated hours to perform services under this Agreement. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. 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 use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR 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. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR 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:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,

OR

- b. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;

- 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
- 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
- 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
- 5. 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.

- B. For every insurance policy required hereunder, the CONTRACTOR 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:

- 1. The name of the insured CONTRACTOR,
- 2. The specified job by name and job number,
- 3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
- 4. Recognizes the Indemnification requirements of this Agreement.
- 5. The name of the insurer,
- 6. The number of the policy,
- 7. The effective date,
- 8. The termination date,
- 9. 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.

- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.

- D. 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, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any

of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the CITY upon reasonable request.
- G. 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. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. 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 13. 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 14. PUBLIC RECORDS.

- A. 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: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOEMOUNTDORA.COM**

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. 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.
3. 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 CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR 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.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, 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 CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. **APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of 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.

SECTION 18. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify 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, to the extent caused by negligent or intentional acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, 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. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR 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 CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. **BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their

heirs, personal representatives, successors, and/or assigns.

SECTION 21. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 22. **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. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. **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 24. **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 CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the CONTRACTOR 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:

CITY: City of Mount Dora
 Attention: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32756

CONTRACTOR: Forvis Mazars, LLP
 255 S. Orange Avenue, Suite 600
 Orlando, Florida 32801

SECTION 25. **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 26. 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 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, 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.

SECTION 30. 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 31. EQUAL OPPORTUNITY EMPLOYER.

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

employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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.

SECTION 33. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. 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 the 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. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately

upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 35. HUMAN TRAFFICKING.

In compliance with Section 787.06(13), Florida Statutes, CONTRACTOR shall execute a Human Trafficking Affidavit attesting that CONTRACTOR and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

SECTION 36. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

SECTION 37. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 38. WAIVER OF CERTAIN DAMAGES.

In no event shall CONTRACTOR be liable to CITY for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether CITY was advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

SECTION 39. MAINTENANCE OF RECORDS.

CITY agrees to assume full responsibility for maintaining its original data and records and CONTRACTOR has no responsibility to maintain this information. CITY will not rely on CONTRACTOR to provide hosting, electronic security, or backup services, unless separately engaged to do so. CITY's access to data, records, and information from CONTRACTOR's servers can be terminated at any time and CITY will not rely on using this to host its data and records.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective the day of _____, 2025.

CITY OF MOUNT DORA

and

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

and

**CITY OF MOUNT DORA COMMUNITY
REDEVELOPMENT AGENCY**

JAMES HOMICH, Mayor/Chairperson _____

ATTEST:

JEANANN HAND _____
CITY CLERK

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

Patrick Brackins _____
City Attorney

CONTRACTOR

By: Wm. Blend

Print: William Blend

Title: Managing Director

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of William Blend, as Managing Director, of Forvis Mazars, LLP, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 30 day of December, 2024.

(stamp)



Lina M. Mejia
NOTARY PUBLIC, State of Florida

Exhibit “A” Scope of Services

The Contractor shall express an opinion on whether the City’s financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of any additional information, as applicable, when considered in relation to the financial statements taken as a whole.

The information below is related to specific requirement to ensure that Forvis Mazars’ services are provided in accordance with professional standards for a government audit in the state of Florida in accordance with the rules of the Florida Auditor General’s office.

Audit Scope and Objectives

Contractor will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the fiscal years ending September 30, 2024 - 2027. Accounting standards generally accepted in the United States of America (“GAAP”) provide for certain required supplementary information (“RSI”), such as City management’s discussion and analysis (“MD&A”), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, Contractor will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America (“GAAS”). These limited procedures will consist of inquiries of City management regarding the methods of preparing the information and comparing the information for consistency with City management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. The Contractor will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. City Management’s Discussion and Analysis
2. Pension Schedules
3. Other Postemployment Benefit Schedules

The Contractor shall also report on supplementary information other than RSI that accompanies the City’s financial statements. The Contractor will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and the Contractor will provide an opinion on it in relation to the financial statements as a whole in a report combined with its auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards and State Financial Assistance, if applicable
2. Combining and Individual Fund Financial Statements and Schedules

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor’s report that includes the Contractor’s opinion about whether the City’s financial statements are fairly presented, in all material respects, in conformity with GAAP, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in

accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major federal program(s) and major state project(s) and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program and major project in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”), the Florida Single Audit Act, and Chapter 10.550, *Rules of the Auditor General*.

Auditor’s Responsibilities for the Audit of the Financial Statements and Single Audit

The Contractor will conduct its audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and Chapter 10.550, *Rules of the Auditor General*, and will include tests of accounting records, a determination of major program(s) and major project(s) in accordance with Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and other procedures the Contractor considers necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, the Contractor will exercise professional judgment and maintain professional skepticism throughout the audit.

The Contractor will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by City management. The Contractor will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. The Contractor will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by City management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because the Contractor will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, the Contractor will inform the appropriate level of City management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. The Contractor will also inform the appropriate level of City management of any violations of laws or governmental regulations that come to its attention, unless clearly inconsequential. The Contractor will include such matters in the reports required for a Single Audit. The Contractor’s responsibility as the City’s auditor is limited to the period covered by the audit and does not extend

to any later periods for which the Contractor was not engaged as the City's auditor.

The Contractor will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

The Contractor's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. The Contractor will also request written representations from the City's attorneys as part of the engagement and they may bill you for responding to this inquiry.

The Contractor identifies the following significant risk(s) of material misstatement as part of its audit planning:

1. Cash and investments
2. Accounts and contracts payable
3. Long-term liabilities including net pension and OPEB liabilities

Audit Procedures – Internal Controls

The Contractor will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for the Contractor's opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that the Contractor considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. The Contractor's tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in its report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, the Contractor will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that it considers relevant to preventing or detecting material noncompliance with the compliance requirements applicable to each major federal award program and major state project. However, the Contractor's tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in the report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, the Contractor will communicate to City management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, the Contractor will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and the Contractor will not express such an opinion in

its report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* requires that the Contractor also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major program(s) and major project(s). The procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and *State Project Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major program(s) and major project(s). For federal programs and state projects that are included in the Compliance Supplements, compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplements identify as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with the requirements applicable to each of its major program(s) and major state project(s) in the report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

Other Services

The Contractor will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The Contractor will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. The Contractor, in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming City responsibilities.

Responsibilities of the City for the Financial Statements and Single Audit

The audit will be conducted on the basis that the City acknowledges and understands that it is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that City management and financial information is reliable and properly reported. City Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. The City is responsible for the selection and application of its accounting principles; for the preparation and fair presentation of its financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). The City's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The City also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). The City is also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) additional information that the

Contractor may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom the City and Contractor determine are necessary to obtain audit evidence. At the conclusion of the audit, the Contractor will require certain written representations from the City about the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs; state financial assistance projects; compliance with laws, regulations, contracts, and grant agreements; and related matters.

The City is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. In addition, the City is responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.

The City is responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. The City shall include the Contractor's report on the schedule of expenditures of federal awards and state financial assistance in any document that contains, and indicates that the Contractor has reported on, the schedule of expenditures of federal awards and state financial assistance. The City also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes the report thereon. the City acknowledges that (1) it is responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (2) it believes the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) it has disclosed to the Contractor any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

The City is also responsible for the preparation of the other supplementary information, which the Contractor has been engaged to report on, in conformity with GAAP. The City agrees to include the report on the supplementary information in any document that contains, and indicates that the Contractor has reported on, the supplementary information. The City also agrees to include the audited financial statements with any presentation of the supplementary information that includes the Contractor's report thereon. The City's acknowledges that (1) it is responsible for presentation of the supplementary information in accordance with GAAP; (2) it believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) it has disclosed to the Contractor any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The City is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The City is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives. This responsibility includes relaying to the Contractor corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. for the City shall provide its views on the current findings, conclusions, and recommendations, as well as planned corrective actions for the report, and for the timing and format for providing that information.

The Contractor is not required to read the information contained on City websites or to consider the consistency of other information on the website with the original document.

The City and the City's management shall to the best of their knowledge and belief be truthful, accurate, and complete in the representations made to the Contractor during the course of the audit and in the written representations provided to the Contractor at the completion of the audit.

Reporting

The Contractor will issue written reports upon completion of the Single Audit. The reports will be addressed to the City Council. Circumstances may arise in which the report may differ from its expected form and content based on the results of the audit. Depending on the nature of these circumstances, it may be necessary for the Contractor to modify its opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to the auditor's report, or if necessary, withdraw from this engagement. If the opinion is other than unmodified, the will discuss the reasons with the City in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, the Auditor may decline to express an opinion or issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. Both reports will state that the report is not suitable for any other purpose.

Matters Not Included in Fee

In the event the Contractor is requested or authorized by the City or is required by government regulation, subpoena, or other legal process to produce our documents or personnel as witnesses with respect to our engagements for the City, the City will, so long as the Contractor is not a party to the proceeding in which the information is sought, reimburse the Contractor for professional time and expenses at the rates set forth in this Agreement.

Time Requirements

Proposed Audit Time Line: The below schedule is for the 2023-2024 audit and may change slightly as necessary. The dates listed will apply for subsequent contract years but may still change slightly each year. The Contractor shall schedule its audit work to perform a substantial portion prior to year-end.

Date	Action
September 30, 2024	Fiscal year end
January 2025	Interim work
January 2025	Books are closed and the general ledger is provided to the Contractor; field work begins
January 30, 2025	Field work complete
February 15, 2025	First draft of City financial statements provided to the City
February 20, 2025	Comments provided by City regarding draft of financial statements
February 25, 2025	Final financial statements provided to the City
March 12, 2025	Commence ACFR printing; conduct exit conference
April 17, 2025	Presentation of ACFR

*****These dates may be adjusted as deemed appropriate by City Manager and Contractor.**

Date Final Report is Due: The City's Finance Director oversees preparation of MD&A, and all required supplementary schedules and statistical data. These will be available to audit by February 15, 2025. The auditor shall provide all recommendations, revisions and suggestions for improvement to the City's Finance Director by February 25, 2025.

Once all issues for discussion are resolved, the final signed report shall be delivered to the Finance Director within ten working days. It is anticipated that this process will be completed and the final report delivered by March 9, 2025. Subsequent year's reporting schedules will be determined by the City's Finance Director and Contractor preceding the engagement year.

The final report (in electronic format) and one (1) signed copy should be delivered to:

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

Exhibit "B"
Pricing Schedule

COMBINED
PROPOSAL PRICING FORM
CITY, CRA & NORTHEAST CRA

RFP #22-FN-009
"Annual Audit Services"

Therefore, the undersigned, hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose for the Annual Audit Services being requested. **Grand Total amount listed on this form will be utilized for the scoring of price.**

City Annual Audit(s) Only:

	FY24	FY25	FY26
Annual Audit	\$78,000	\$81,000	\$84,000
Single Audit (if requested)	\$3,750	\$3,750	\$3,750
Total (annual & single audits for all years combined)	\$254,250		

CRA Annual Audit(s) Only:

	FY24	FY25	FY26
Annual Audit	\$5,000	\$5,000	\$5,000
Single Audit (if requested)	\$0	\$0	\$0
Total (annual & single audits for all years combined)	\$15,000		

Northeast CRA Annual Audit(s) Only:

	FY24	FY25	FY26
Annual Audit	\$5,000	\$5,000	\$5,000
Single Audit (if requested)	\$0	\$0	\$0
Total (annual & single audits for all years combined)	\$15,000		

City/CRA/Northeast CRA Audit(s) Combined:

	FY24	FY25	FY26
Total Each Year (All Audits Types Citywide)	\$91,750	\$94,750	\$97,750
Total (annual & single audits for all years combined)	\$284,250		

Grand Total (Written): Two Hundred Eighty Four Thousand Two Hundred Fifty

Level	Hourly Rate
Shareholder	\$250
Manager	\$185
Supervisory Staff	\$125
Staff	\$ 90
Milestone Professional Services, Inc.	\$125

Out-of-Pocket Expenses

MSL understands that out-of-pocket travel expenses for our Firm personnel (e.g., travel, lodging and subsistence) to be reimbursed should be detailed. All expense reimbursements will be in accordance with the Federal General Services Administration rates.

Listed below are the proposed segmentation of hours by staff level for the audit of the City:

	Shareholders	Managers	Seniors	Staff	IT Specialists	Consultant	Total Hours
Planning	15	15	10	5	5	-	50
Internal Control/Compliance	10	25	45	40	15	-	135
Substantive Testing	10	40	80	120	10	-	260
Wrap-up and Reporting	30	35	40	20	-	-	125
Single Audit	5	15	20	-	-	-	40
NE CRA	5	10	15	15	-	-	45
CRA	5	10	15	15	-	-	45
ACFR Preparation	-	-	-	-	-	80	80
Total Hours	80	150	225	215	30	80	780

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, the CITY OF MOUNT DORA NORTHEAST COMMUNITY REDEVELOPMENT AGENCY and the CITY OF MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY, hereinafter singly and collectively referred to as the “CITY”, and FORVIS MAZARS, LLP, 255 S. Orange Avenue, Suite 600, Orlando, Florida 32801, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an Agreement on January 7, 2025, for Annual Audit Services (the “Agreement”), attached hereto as **Exhibit “1”** and incorporated herein by reference; and,

WHEREAS, the CITY and CONTRACTOR desire to extend the Agreement for an additional twelve (12) month period through and including October 31, 2026; and

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

SECTION 1. TERM.

The term of this First Amendment to Agreement shall apply retroactively and be effective November 1, 2025, and extend through and including October 31, 2026. This Agreement may be terminated at any time given at least thirty (30) days written notice to the other party as the address noted in this Agreement.

SECTION 2. CONTRACT PROVISIONS.

The CITY and CONTRACTOR agree that in all other respects and except as specifically modified and amended herein, the Agreement dated January 7, 2025, shall continue in full force and effect as written and the parties agree to be bound thereby. All prior actions of the parties taken under the Agreement entered into on or about January 7, 2025, are hereby ratified.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2026.

CITY OF MOUNT DORA

and

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

and

**CITY OF MOUNT DORA COMMUNITY
REDEVELOPMENT AGENCY**

**JAMES HOMICH
MAYOR/CHAIRPERSON**

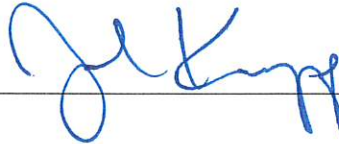
ATTEST:

**JEANANN HAND
CITY CLERK**

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

**Patrick Brackins
City Attorney**

FORVIS MAZARS, LLP



Print: Joel Knopp

Title: 8/17/2026

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of _____, as Partner of Forvis Mazars, LLP., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 17 day of August, 2026.

(stamp)



Lina M. Mejia
Comm.: HH 621322
Expires: Jan. 9, 2029
Notary Public - State of Florida



NOTARY PUBLIC

EXHIBIT "1"
Agreement dated January 7, 2025

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, the CITY OF MOUNT DORA NORTHEAST COMMUNITY REDEVELOPMENT AGENCY and the CITY OF MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY, hereinafter singly and collectively referred to as the “CITY”, and FORVIS MAZARS, LLP, 255 S. Orange Avenue, Suite 600, Orlando, Florida 32801, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Annual Audit Services, pursuant to the CITY’s Purchasing Policy and RFP #22-FN-009; and

WHEREAS, MSL, P.A. submitted the lowest responsive bid most advantageous to the CITY related to the services set forth in RFP #22-FN-009; and

WHEREAS, the CITY awarded the contract for Annual Audit Services to MSL, P.A.; and

WHEREAS, on November 1, 2024, CONTRACTOR acquired certain assets of MSL, P.A. and a number of team members from MSL joined CONTRACTOR, including the team members working on the CITY’s Annual Audit Services; and

WHEREAS, any work performed by MSL, P.A. prior to November 1, 2024 remains the responsibility and obligation of MSL, P.A. and CONTRACTOR does not have any responsibility for work performed prior to November 1, 2024; and

WHEREAS, since the team members from MSL, P.A. are now employed by CONTRACTOR, the CITY and CONTRACTOR desire enter into an agreement for Annual Audit Services on the same terms as previously entered into between CITY and MSL, P.A.; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on November 1, 2024, and may be extended when in the best interest of the CITY for two additional periods of one (1) year each.

SECTION 3. **SCOPE OF SERVICES.**

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. **PROFESSIONAL STANDARDS.**

The CONTRACTOR agrees to perform services identified in Exhibit “A” in accordance with the applicable professional standards of the American Institute of Certified Public Accountants.

SECTION 5. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR 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 and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub- contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. **STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY’s stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub- contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and includes the CONTRACTOR rates for additional services if requested by the City, and a schedule of estimated hours to perform services under this Agreement. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. 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 use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR 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. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR 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:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,

OR

- b. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
5. 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.

- B. For every insurance policy required hereunder, the CONTRACTOR 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:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. 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.

- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.

- D. 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, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any

of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the CITY upon reasonable request.
- G. 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. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. 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 effect whatsoever on this Agreement.

SECTION 13. 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 14. PUBLIC RECORDS.

- A. 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: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. 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.
3. 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 CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR 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.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, 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 CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. **APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of 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.

SECTION 18. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify 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, to the extent caused by negligent or intentional acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, 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. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR 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 CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. **BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their

heirs, personal representatives, successors, and/or assigns.

SECTION 21. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 22. **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. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. **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 24. **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 CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the CONTRACTOR 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:

CITY: City of Mount Dora
 Attention: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32756

CONTRACTOR: Forvis Mazars, LLP
 255 S. Orange Avenue, Suite 600
 Orlando, Florida 32801

SECTION 25. **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 26. 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 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, 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.

SECTION 30. 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 31. EQUAL OPPORTUNITY EMPLOYER.

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

employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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.

SECTION 33. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. 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 the 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. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately

upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 35. HUMAN TRAFFICKING.

In compliance with Section 787.06(13), Florida Statutes, CONTRACTOR shall execute a Human Trafficking Affidavit attesting that CONTRACTOR and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

SECTION 36. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

SECTION 37. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 38. WAIVER OF CERTAIN DAMAGES.

In no event shall CONTRACTOR be liable to CITY for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether CITY was advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

SECTION 39. MAINTENANCE OF RECORDS.

CITY agrees to assume full responsibility for maintaining its original data and records and CONTRACTOR has no responsibility to maintain this information. CITY will not rely on CONTRACTOR to provide hosting, electronic security, or backup services, unless separately engaged to do so. CITY's access to data, records, and information from CONTRACTOR's servers can be terminated at any time and CITY will not rely on using this to host its data and records.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7 day of JANUARY, 2025.

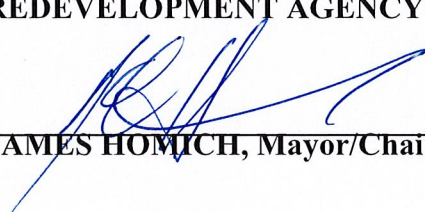
CITY OF MOUNT DORA

and

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

and

**CITY OF MOUNT DORA COMMUNITY
REDEVELOPMENT AGENCY**



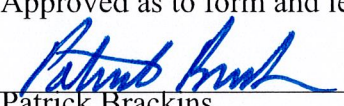
JAMES HOMICH, Mayor/Chairperson

ATTEST:



JEANANN HAND
CITY CLERK

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



Patrick Brackins
City Attorney

CONTRACTOR

By: Wm. Blend

Print: William Blend

Title: Managing Director

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of William Blend, as Managing Director, of Forvis Mazars, LLP, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 30 day of December, 2024.

(stamp)



Lina M. Mejia
NOTARY PUBLIC, State of Florida

Exhibit “A”

Scope of Services

The Contractor shall express an opinion on whether the City’s financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of any additional information, as applicable, when considered in relation to the financial statements taken as a whole.

The information below is related to specific requirement to ensure that Forvis Mazars’ services are provided in accordance with professional standards for a government audit in the state of Florida in accordance with the rules of the Florida Auditor General’s office.

Audit Scope and Objectives

Contractor will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the fiscal years ending September 30, 2024 - 2027. Accounting standards generally accepted in the United States of America (“GAAP”) provide for certain required supplementary information (“RSI”), such as City management’s discussion and analysis (“MD&A”), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, Contractor will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America (“GAAS”). These limited procedures will consist of inquiries of City management regarding the methods of preparing the information and comparing the information for consistency with City management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. The Contractor will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. City Management’s Discussion and Analysis
2. Pension Schedules
3. Other Postemployment Benefit Schedules

The Contractor shall also report on supplementary information other than RSI that accompanies the City’s financial statements. The Contractor will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and the Contractor will provide an opinion on it in relation to the financial statements as a whole in a report combined with its auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards and State Financial Assistance, if applicable
2. Combining and Individual Fund Financial Statements and Schedules

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor’s report that includes the Contractor’s opinion about whether the City’s financial statements are fairly presented, in all material respects, in conformity with GAAP, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in

accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major federal program(s) and major state project(s) and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program and major project in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”), the Florida Single Audit Act, and Chapter 10.550, *Rules of the Auditor General*.

Auditor’s Responsibilities for the Audit of the Financial Statements and Single Audit

The Contractor will conduct its audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and Chapter 10.550, *Rules of the Auditor General*, and will include tests of accounting records, a determination of major program(s) and major project(s) in accordance with Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and other procedures the Contractor considers necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, the Contractor will exercise professional judgment and maintain professional skepticism throughout the audit.

The Contractor will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by City management. The Contractor will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. The Contractor will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by City management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because the Contractor will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, the Contractor will inform the appropriate level of City management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. The Contractor will also inform the appropriate level of City management of any violations of laws or governmental regulations that come to its attention, unless clearly inconsequential. The Contractor will include such matters in the reports required for a Single Audit. The Contractor’s responsibility as the City’s auditor is limited to the period covered by the audit and does not extend

to any later periods for which the Contractor was not engaged as the City's auditor.

The Contractor will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

The Contractor's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. The Contractor will also request written representations from the City's attorneys as part of the engagement and they may bill you for responding to this inquiry.

The Contractor identifies the following significant risk(s) of material misstatement as part of its audit planning:

1. Cash and investments
2. Accounts and contracts payable
3. Long-term liabilities including net pension and OPEB liabilities

Audit Procedures – Internal Controls

The Contractor will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for the Contractor's opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that the Contractor considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. The Contractor's tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in its report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, the Contractor will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that it considers relevant to preventing or detecting material noncompliance with the compliance requirements applicable to each major federal award program and major state project. However, the Contractor's tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in the report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, the Contractor will communicate to City management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, the Contractor will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and the Contractor will not express such an opinion in

its report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* requires that the Contractor also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major program(s) and major project(s). The procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and *State Project Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major program(s) and major project(s). For federal programs and state projects that are included in the Compliance Supplements, compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplements identify as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with the requirements applicable to each of its major program(s) and major state project(s) in the report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

Other Services

The Contractor will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The Contractor will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. The Contractor, in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming City responsibilities.

Responsibilities of the City for the Financial Statements and Single Audit

The audit will be conducted on the basis that the City acknowledges and understands that it is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that City management and financial information is reliable and properly reported. City Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. The City is responsible for the selection and application of its accounting principles; for the preparation and fair presentation of its financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). The City's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The City also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). The City is also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) additional information that the

Contractor may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom the City and Contractor determine are necessary to obtain audit evidence. At the conclusion of the audit, the Contractor will require certain written representations from the City about the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs; state financial assistance projects; compliance with laws, regulations, contracts, and grant agreements; and related matters.

The City is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. In addition, the City is responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.

The City is responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. The City shall include the Contractor's report on the schedule of expenditures of federal awards and state financial assistance in any document that contains, and indicates that the Contractor has reported on, the schedule of expenditures of federal awards and state financial assistance. The City also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes the report thereon. the City acknowledges that (1) it is responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (2) it believes the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) it has disclosed to the Contractor any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

The City is also responsible for the preparation of the other supplementary information, which the Contractor has been engaged to report on, in conformity with GAAP. The City agrees to include the report on the supplementary information in any document that contains, and indicates that the Contractor has reported on, the supplementary information. The City also agrees to include the audited financial statements with any presentation of the supplementary information that includes the Contractor's report thereon. The City's acknowledges that (1) it is responsible for presentation of the supplementary information in accordance with GAAP; (2) it believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) it has disclosed to the Contractor any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The City is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The City is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives. This responsibility includes relaying to the Contractor corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. for the City shall provide its views on the current findings, conclusions, and recommendations, as well as planned corrective actions for the report, and for the timing and format for providing that information.

The Contractor is not required to read the information contained on City websites or to consider the consistency of other information on the website with the original document.

The City and the City's management shall to the best of their knowledge and belief be truthful, accurate, and complete in the representations made to the Contractor during the course of the audit and in the written representations provided to the Contractor at the completion of the audit.

Reporting

The Contractor will issue written reports upon completion of the Single Audit. The reports will be addressed to the City Council. Circumstances may arise in which the report may differ from its expected form and content based on the results of the audit. Depending on the nature of these circumstances, it may be necessary for the Contractor to modify its opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to the auditor's report, or if necessary, withdraw from this engagement. If the opinion is other than unmodified, the will discuss the reasons with the City in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, the Auditor may decline to express an opinion or issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. Both reports will state that the report is not suitable for any other purpose.

Matters Not Included in Fee

In the event the Contractor is requested or authorized by the City or is required by government regulation, subpoena, or other legal process to produce our documents or personnel as witnesses with respect to our engagements for the City, the City will, so long as the Contractor is not a party to the proceeding in which the information is sought, reimburse the Contractor for professional time and expenses at the rates set forth in this Agreement.

Time Requirements

Proposed Audit Time Line: The below schedule is for the 2023-2024 audit and may change slightly as necessary. The dates listed will apply for subsequent contract years but may still change slightly each year. The Contractor shall schedule its audit work to perform a substantial portion prior to year-end.

Date	Action
September 30, 2024	Fiscal year end
January 2025	Interim work
January 2025	Books are closed and the general ledger is provided to the Contractor; field work begins
January 30, 2025	Field work complete
February 15, 2025	First draft of City financial statements provided to the City
February 20, 2025	Comments provided by City regarding draft of financial statements
February 25, 2025	Final financial statements provided to the City
March 12, 2025	Commence ACFR printing; conduct exit conference
April 17, 2025	Presentation of ACFR

*****These dates may be adjusted as deemed appropriate by City Manager and Contractor.**

Date Final Report is Due: The City's Finance Director oversees preparation of MD&A, and all required supplementary schedules and statistical data. These will be available to audit by February 15, 2025. The auditor shall provide all recommendations, revisions and suggestions for improvement to the City's Finance Director by February 25, 2025.

Once all issues for discussion are resolved, the final signed report shall be delivered to the Finance Director within ten working days. It is anticipated that this process will be completed and the final report delivered by March 9, 2025. Subsequent year's reporting schedules will be determined by the City's Finance Director and Contractor preceding the engagement year.

The final report (in electronic format) and one (1) signed copy should be delivered to:

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

Exhibit "B"
Pricing Schedule

COMBINED
PROPOSAL PRICING FORM
CITY, CRA & NORTHEAST CRA

RFP #22-FN-009
"Annual Audit Services"

Therefore, the undersigned, hereinafter called "Proposer" hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the scope of services herein, propose for the Annual Audit Services being requested. **Grand Total amount listed on this form will be utilized for the scoring of price.**

City Annual Audit(s) Only:

	FY24	FY25	FY26
Annual Audit	\$78,000	\$81,000	\$84,000
Single Audit (if requested)	\$3,750	\$3,750	\$3,750
Total (annual & single audits for all years combined)	\$254,250		

CRA Annual Audit(s) Only:

	FY24	FY25	FY26
Annual Audit	\$5,000	\$5,000	\$5,000
Single Audit (if requested)	\$0	\$0	\$0
Total (annual & single audits for all years combined)	\$15,000		

Northeast CRA Annual Audit(s) Only:

	FY24	FY25	FY26
Annual Audit	\$5,000	\$5,000	\$5,000
Single Audit (if requested)	\$0	\$0	\$0
Total (annual & single audits for all years combined)	\$15,000		

City/CRA/Northeast CRA Audit(s) Combined:

	FY24	FY25	FY26
Total Each Year (All Audits Types Citywide)	\$91,750	\$94,750	\$97,750
Total (annual & single audits for all years combined)	\$284,250		

Grand Total (Written): Two Hundred Eighty Four Thousand Two Hundred Fifty

Level	Hourly Rate
Shareholder	\$250
Manager	\$185
Supervisory Staff	\$125
Staff	\$ 90
Milestone Professional Services, Inc.	\$125

Out-of-Pocket Expenses

MSL understands that out-of-pocket travel expenses for our Firm personnel (e.g., travel, lodging and subsistence) to be reimbursed should be detailed. All expense reimbursements will be in accordance with the Federal General Services Administration rates.

Listed below are the proposed segmentation of hours by staff level for the audit of the City:

	Shareholders	Managers	Seniors	Staff	IT Specialists	Consultant	Total Hours
Planning	15	15	10	5	5	-	50
Internal Control/Compliance	10	25	45	40	15	-	135
Substantive Testing	10	40	80	120	10	-	260
Wrap-up and Reporting	30	35	40	20	-	-	125
Single Audit	5	15	20	-	-	-	40
NE CRA	5	10	15	15	-	-	45
CRA	5	10	15	15	-	-	45
ACFR Preparation	-	-	-	-	-	80	80
Total Hours	80	150	225	215	30	80	780



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

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Change Order #1 for Purchase Order 26-01937 with Nixon Power Services for Generator Repairs

Introduction:

This is a request for City Council to approve change order #1 for purchase order 26-01937 Generator Repairs

Discussion:

On May 6, 2025, City Council approved a Generator Maintenance and Repair Contract with Nixon Power Services for major (annual) and minor (semi-annual) preventive maintenance services and repairs to emergency generators located throughout the City of Mount Dora. The agreement resulted from RFP #25-UT-001 – Generator Maintenance and Repair Contract and was awarded in accordance with the City's applicable procurement requirements. The City currently operates and maintains 63 generators.

Over the past several years, the City has made significant improvements to the reliability, maintenance, and repair of its emergency generator fleet. However, the age and condition of several existing generators continue to result in substantial repair needs beyond routine preventive maintenance. Certain repairs have been extensive and costly, including a major repair necessitated by wildlife-related electrical damage.

Purchase Order 26-01937 was originally issued in the amount of \$100,000 for generator repairs. Based on repair expenditures and anticipated needs through the remainder of the fiscal year, staff is requesting a \$40,000 increase to provide sufficient funding to continue necessary repairs and maintain the operational reliability of the City's emergency generators. Approval of Change Order #1 will increase the total authorized amount of Purchase Order 26-01937 to \$140,000.

Budget Impact:

The proposed change order will require a transfer of available budget between the 421-1940-536.46-01 and 421-1950-536.46-01 GL accounts. The resulting budgetary impact will be evaluated as part of the fiscal year-end review and addressed through the year-end budget amendment process, as necessary.

421-1950-536.46-01 Balance available: \$271,476.

421-1940-536.46-01 needs an incoming transfer of \$40,000.

Original PO Amount: \$100,000

Change Order Amount: \$40,000

New Purchase Total Amount: \$140,000

Strategic Impact:

Objective 8.5 — Implement Water and Wastewater maintenance programs to reduce operating costs and ensure good, reliable service.

Approval of the change order supports this objective by providing for the continued maintenance and repair of emergency generators necessary to maintain reliable Water and Wastewater operations, particularly during power outages and emergency conditions.

Recommendation:

City Council to approve Change Order #1 Purchase Order 26-01937 for Generator Repairs.

Attachment(s):

1. Nixon PO 26-01937
2. Change Order Nixon Generators

Prepared by: Andrew Marsian, Public Works and Utilities Director

Reviewed by:

Andrew Marsian, Public Works and Utilities Director

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/20/2026

Approved - 8/20/2026

Approved - 8/24/2026

Approved - 8/24/2026

Approved - 8/25/2026

Approved - 8/25/2026

Final Approval - 8/25/2026



CITY OF MOUNT DORA

ATTACHMENT #1

510 N Baker St
Mount Dora, Florida 32757
Phone: (352) 735-7120 Fax: (352) 385-2406
Email: accountspayable@mountdora.gov

PURCHASE ORDER

NO.: 26-01937

DATE: 12/31/25

VENDOR NO.: 102817

Issued To:

NIXON POWER SERVICES
PO BOX 306448
NASHVILLE TN 37230

Ship To:

COLLECTIONS
LEY VEDDER
401 LIMIT AVE
Mount Dora, FL 32757

PO Description: GENERATORS REPAIR AND MAINTENANCE

Quantity	Unit	Description	Unit Cost	Amount
1	EA	COLLECTIONS/ LIFTS STATION GEN REP/MAINT 421-1950-536.46-01	\$75,000.00	\$75,000.00
1	EA	WWTP 1- GENERATOR REPAIR/ MAINT 421-1940-536.46-01	\$3,000.00	\$3,000.00
1	EA	WWTP 2- GENERATOR REPAIR/MAINT 421-1940-536.46-01	\$3,000.00	\$3,000.00
1	EA	WTP 1- GENERATRO REPAIR/ MAINT 421-1920-536.46-01	\$3,000.00	\$3,000.00
1	EA	WTP 1- GENERATRO REPAIR/ MAINT 421-1920-536.46-01	\$3,000.00	\$3,000.00
1	EA	BAPTIST CHURCH- GENERATOR REP/MAINT 410-2020-531.46-01	\$1,500.00	\$1,500.00
1	EA	CITY HALL- GEN REP/MAINT 001-1510-519.46-01	\$1,916.66	\$1,916.66
1	EA	PUBLIC SAFETY BLDG (POLICE & FIRE)-GEN 001-1510-519.46-01	\$1,916.66	\$1,916.66
1	EA	PUB WORKS COMPLEX-GEN REP/MAINT 001-1510-519.46-01	\$1,916.66	\$1,916.66
1	EA	ANNEX- GENERATOR REP/ MAINT 001-1510-519.46-01	\$1,916.66	\$1,916.66
1	EA	BLDG MAINT STAFF-GEN REP/MAINT 001-1510-519.46-01	\$1,916.66	\$1,916.66
1	EA	FIRE STATION 35 001-1510-519.46-01	\$1,916.70	\$1,916.70
TOTAL:			\$100,000.00	

Notes:

Please send all invoices directly to
accountspayable@mountdora.gov

The Purchase Order Number MUST appear on all Packing
Slips and Invoices.

The City is Tax Exempt Unless Otherwise Represented
Above.

FL TAX # 85-80126216446-3
September 1, 2026 City Council Regular Session Agenda Packet

The City reserves the right to amend, change or cancel this
Purchase Order or any part thereof without recourse from the
vendor shown. This Purchase Order is void 180 days after the
listed delivery date above unless extended by written
permission of the City.

A handwritten signature in black ink, appearing to read "DeSantis", is positioned within a rectangular box. The signature is fluid and cursive.

Authorized Signature

TERMS AND CONDITIONS

- 1. AGREEMENT.** This Purchase Order including the terms and conditions hereof, and other documents attached or referenced by the City constitute the sole and entire agreement between the parties hereto. The City does hereby retain the Supplier to furnish those goods and/or services and perform those tasks as described in this Purchase Order and as further described in any additional documents attached hereto by the City and incorporated herein. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. In the event of legal action in connection with this Purchase Order, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action which may be brought pursuant to this Purchase Order.
- 2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the City to cancel this Purchase Order holding the Supplier accountable therefor, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Florida Statutes, Chapter 672, unless deferred shipment is requested and agreed to by the City in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries.
- 3. WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to City that the goods or services shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for City's particular purpose. Supplier further warrants that at the time the goods or services are accepted by City, they shall have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.
- 4. MODIFICATIONS.** This Purchase Order can be modified or rescinded only in writing executed by the parties.
- 5. TERMINATION.** The City may, by written notice to the Supplier, terminate this Purchase Order, in whole or in part, at any time, either for the City's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice of termination, Supplier shall discontinue any further deliveries unless the notice directs otherwise. In such event, City shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Purchase Order. In no event shall City be liable for incidental or consequential damages by reason of such termination.
- 6. INDEMNIFICATION.** The Supplier agrees to be liable for any and all damages, losses, and expenses incurred, by the City in any way related to the goods and/or services provided herein, caused by the acts and/or omissions of the Supplier. The Supplier 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 any and all acts and/or omissions of the Supplier through and including any appeals in any way related to the goods and/or services provided herein. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage and shall survive termination or natural expiration of this Agreement. The Supplier waives any and all right or opportunity to contest the enforceability of this paragraph and agrees that in the event this paragraph, or any part hereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this paragraph shall be construed so as to be enforceable to the maximum extent permitted by applicable law. It is understood and agreed that the City retains all rights, benefits and entitlements of sovereign immunity in accordance with Florida Statutes, Section 768.28.
- 7. INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the City. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish the City with Certificate of Insurance upon request. Any certificate requested shall be provided to the City within ten (10) days from notice. Supplier shall notify the City in the event of cancellation, material change, or alteration related to the Supplier's Insurance coverage. **All policies shall name the City of Mount Dora as an additional insured.**
- 8. INSPECTION.** All goods and services are subject to inspection and rejection by the City at any time including during their manufacture, construction or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the City, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection and quality control.
- 9. TAXES.** The City of Mount Dora is not subject to tax.
- 10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to the City of Mount Dora, 510 N. Baker St. Mount Dora Florida 32757. Invoices are to be billed at the prices stipulated. All invoices must reference the City's Purchase Order number.
- 11. DISCOUNT PAYMENT TERMS.** It shall be understood that the cash discount period to the City will be from the date of the invoice and not from the receipt of goods/services.
- 12. PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this Purchase Order, subsequent to its acceptance but prior to payment therefor, will be applicable to this Purchase Order.
- 13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling and shipping information and also this Purchase Order number. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
- 14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from the City. Excess quantities may be returned to Supplier at Supplier's expense in the sole discretion of the City.
- 15. ASSIGNMENT.** Supplier may not assign, transfer or subcontract any part of this Purchase Order or any right or obligation hereunder without the City's written consent. Any unauthorized assignment, transfer or subcontract shall be null and void.
- 16. EQUAL OPPORTUNITY EMPLOYER.** The City is an Equal Employment Opportunity (EEO) employer and, as such, requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin and creed as may be applicable to the Supplier. Any authorized subcontracts shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
- 17. RIGHT TO AUDIT RECORDS.** The City shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to performance under this Purchase Order or any supplement to this Purchase Order. Supplier shall maintain such books and records for a period of five (5) years from the date of final payment under this Purchase Order unless the City otherwise authorizes a shorter period in writing.
- 18. FISCAL YEAR FUNDING APPROPRIATION.** Goods and/or services to be provided in accordance with the Purchase Order are subject to the annual appropriation of funds by the City in its sole discretion.
- 19. FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept this Purchase Order as specified may be cause for cancellation. Suppliers who default are subject to suspension and/or debarment in the sole discretion of the City.
- 20. AGREEMENT AND PURCHASE ORDER CONFLICT.** To the extent of any conflict between this Purchase Order or any purchase order or other document issued by the Supplier the terms and conditions of this Purchase Order shall prevail. Whenever the terms and conditions of any Main/Master Agreement, between the City and the Supplier, conflict with this Purchase Order, the terms and conditions of the Main/Master Agreement shall prevail.
- 21. FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Florida Statutes, Chapter 119.
- 22. E-VERIFY. EMPLOYMENT ELIGIBILITY VERIFICATION.** Supplier shall be registered with the U.S. Department of Homeland Security's E-Verify system to provide goods or perform work under this Purchase Order and shall fully comply with the requirements of Florida Statutes, Section 448.095. Information on the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.



**CITY OF
MOUNT
DORA**

Whitney Donovan- Purchasing
510 North Baker Street
Mount Dora, FL 32757
Phone: 352-735-7176
donovanw@mountdora.gov

Purchasing Division

CHANGE ORDER – PURCHASE ORDERS

Today's Date: 8/11/2026

Original PO Number: 26-01937

Original PO Amount: \$ 100,000

Change Order Number: 1

PO issued to: Nixon Power Services
(Vendor Name)

The following change(s) are requested to the purchase order per the attached documentation:

+ / - line # 1 by 1 (qty) @ \$ 40,000 /unit GL #: 421-1950-536.46-01
+ / - line # _____ by _____ (qty) @ \$ _____ /unit GL #: _____
+ / - line # _____ by _____ (qty) @ \$ _____ /unit GL #: _____

Reason for Purchase Order Change: Unforeseen repairs discovered during generator work.
Additional work required, resulting in an increase to the contract amount.

New Purchase Order Total with Change Order: \$ 140,000

Cancel Entire PO: YES or **NO** (circle one)

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing the change does not exceed 10% (not to exceed \$100,000 in total in cumulative) of the latest approved contract value for the contract. Amendments to contracts greater than these amounts must be approved by City Council.

All change orders issued which modify a contract, the original and revised total cost of which exceeds 10% (not to exceed \$100,000 in total in cumulative), shall require Council approval, unless otherwise specified in the Purchasing Policy.

SIGNATURE APPROVALS

Division Manager

Department Head

Finance Director

City Manager (Not to Exceed 10% of latest approved value
up to a cumulative total of \$100,000)

City Council (Over a total value of \$100,000)



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

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of the Forty-third and Forty-fourth Extensions of **Resolution No. 2025-45**, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event (**Final Extension**)

Introduction:

This is a request for Council to ratify the Forty-third and Forty-fourth Extensions of Resolution No. 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event (**Note: This is the final extension**)

Discussion:

Section 252.38(3)(a)(5), Florida Statutes, authorizes municipalities to declare a local state of emergency for a duration of seven (7) days, which may be extended in additional seven-day increments as necessary. During such time, the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take any prudent action necessary to ensure the health, safety, and welfare of the community.

On October 27, 2025, in response to the flooding event occurring between October 26 and October 27, 2025, Mayor Homich signed Resolution No. 2025-45, declaring a local state of emergency within all territory inside the legal boundaries of the City of Mount Dora for a seven-day duration. On the same date, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency. On October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event.

City of Mount Dora Resolution No. 2025-45 was ratified at a City Council Special Meeting on October 29, 2025, at which a quorum of the City Council was present.

Chapter 252, *Florida Statutes*, and Resolution 2025-45 permit the mayor, City Manager or his or her designee, to extend a local state of emergency if a quorum of the City Council is unavailable. Due to the ongoing suffering caused by the October 26-27, 2025 Flood Event, and to ensure the

health, safety, and welfare of the community, its residents, and public facilities, the local state of emergency was further extended for all territory within the legal boundaries of the City of Mount Dora for additional 7-day durations, up to and including January 26, 2026. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

City Council Extension to State of Emergency Approval History:

Extension	Date Adopted/Signed	Date Ratified by City Council	Extension Expires
1st	11/03/2025	11/04/2025	11/10/2025
2nd	11/10/2025	11/18/2025	11/17/2025
3rd	11/17/2025	11/18/2025	11/24/2025
4th	11/24/2025	12/02/2025	12/01/2025
5th	12/01/2025	12/02/2025	12/08/2025
6th	12/08/2025	12/16/2025	12/15/2025
7th	12/15/2025	12/16/2025	12/22/2025
8th	12/22/2025	01/06/2026	12/29/2025
9th	12/29/2025	01/06/2025	01/05/2026
10th	01/05/2026	01/06/2026	01/12/2026
11th	01/12/2026	01/20/2026	01/19/2026
12th	01/19/2026	01/20/2026	01/26/2026
13th	01/26/2026	02/03/2026	02/02/2026
14th	02/02/2026	02/03/2026	02/09/2026
15th	02/09/2026	02/17/2026	02/16/2026
16th	02/16/2026	02/17/2026	02/23/2026
17th	02/23/2026	03/03/2026	03/02/2026
18th	03/02/2026	03/03/2026	03/09/2026
19th	03/09/2026	03/17/2026	03/16/2026

20th	03/16/2026	03/17/2026	03/23/2026
21st	03/23/2026	04/07/2026	03/30/2026
22nd	03/30/2026	04/07/2026	04/06/2026
23rd	04/06/2026	04/07/2026	04/13/2026
24th	04/13/2026	04/21/2026	04/20/2026
25th	04/20/2026	04/21/2026	04/27/2026
26th	04/27/2026	05/05/2026	05/04/2026
27th	05/04/2026	05/05/2026	05/11/2026
28th	05/11/2026	05/19/2026	05/18/2026
29th	05/18/2026	05/19/2026	05/25/2026
30th	05/25/2026	06/02/2026	06/01/2026
31st	06/01/2026	06/02/2026	06/08/2026
32nd	06/08/2026	06/16/2026	06/15/2026
33rd	06/15/2026	06/16/2026	06/22/2026
34th	06/22/2026	07/07/026	06/29/2026
35th	06/29/2026	07/07/2026	07/06/2026
36th	07/06/2026	07/07/2026	07/13/2026
37th	07/13/2026	07/21/2026	07/20/2026
38th	07/20/2026	07/21/2026	07/27/2026
39th	07/27/2026	08/04/202	08/03/2026
40th	08/03/2026	08/04/2026	08/10/2026
41st	08/10/2026	08/18/2026	08/17/2026
42nd	08/17/2026	08/18/2026	08/24/2026
43rd	08/24/2026	09/01/2026	08/31/2026
44th	08/31/2026	09/01/2026	09/07/2026

Budget Impact:

In the event any expenses are incurred as a result of the flood event, a budget amendment will be presented to City Council as potential reimbursements are received, indicating the fund accounts to be adjusted as a result of emergency expenses.

Strategic Impact:

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure

Recommendation:

City Council ratify the Forty-third and Forty-fourth Extensions of Resolution No. 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. 09.01.2026.FORTY-THIRD EXTENSION OF RESOLUTION 2025-45
2. 09.01.2026.FORTY-FOURTH EXTENSION OF RESOLUTION 2025-45

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/18/2026

Approved - 8/18/2026

Approved - 8/18/2026

Approved - 8/25/2026

Approved - 8/25/2026

Final Approval - 8/25/2026

FORTY-THIRD EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

Forty-third Extension of Resolution No. 2025-45

Page 1 of 2

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective August 24, 2026, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including August 31, 2026.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ____ day of _____, 2026

RATIFIED AT A THE _____, 2026 CITY COUNCIL REGULAR SESSION.

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

Vince Sandersfeld, City Manager

ATTEST:

Jeanann Hand
City Clerk

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

Patrick Brackins
City Attorney

FORTY-FOURTH EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

Forty-fourth Extension of Resolution No. 2025-45

Page 1 of 2

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective August 31, 2026, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including September 7, 2026.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ____ day of _____, 2026

RATIFIED AT A THE _____, 2026 CITY COUNCIL REGULAR SESSION.

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

Vince Sandersfeld, City Manager

ATTEST:

Jeanann Hand
City Clerk

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

Patrick Brackins
City Attorney



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

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No 2026-25**, Updating the Master Fee Schedule

Introduction:

This is a request for City Council to approve Resolution No. 2026-25, Master Fee Schedule Updates.

Discussion:

Resolution No. 2026-25 includes Exhibit “A,” which identifies proposed updates to the City’s Master Fee Schedule. The City maintains a Master Fee Schedule to clearly establish fees associated with a variety of municipal services and programs.

The current Master Fee Schedule was adopted on March 3, 2026, by Resolution No. 2026-04. Periodic review and adjustment of the schedule are necessary to ensure that applicable fees appropriately reflect the costs associated with providing City services.

The proposed updated Master Fee Schedule will take effect October 1, 2026, concurrent with the beginning of Fiscal Year 2026-27.

Budget Impact:

This fee schedule establishes the rates for certain City services and programs to ensure that associated revenues appropriately support the operational costs of providing those services. The rates proposed in the resolution are consistent with those used to calculate projected revenues in the Proposed FY 2026-27 Budget.

Strategic Impact:

Strategic Initiative 5: Invest in Fiscal and Human Resources

Goal 15: Provide accounting services supported by advanced IT systems to streamline and enhance financial reporting.

Objective 15.2: Provide efficiencies and additional revenue by improving financial processes,

including reviewing the City’s Master Fee Schedule and impact fees, as needed.

Adoption of the updated Master Fee Schedule directly supports this objective by periodically reviewing and adjusting City fees to appropriately reflect the costs associated with providing municipal services and to support sound fiscal management.

Recommendation:

City Council approve Resolution No. 2026-25 updates the Master Fee Schedule.

Attachment(s):

1. Resolution 2026-25 - Master Fee Schedule
2. Exhibit A FY26-27 E10-1

Prepared by: Matthew Dodson, Budget Officer

Reviewed by:

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/25/2026

Approved - 8/25/2026

Approved - 8/25/2026

Approved - 8/25/2026

Final Approval - 8/25/2026

RESOLUTION NO. 2026-25

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER FEE SCHEDULE FOR THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO CERTAIN UTILITY RATES AND CATEGORIES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City's budget and financial policies require that to the extent possible and reasonable, City services should be supported by fees and charges in order to provide maximum flexibility in the use of general City taxes to provide for a broader public benefit; and

WHEREAS, the City of Mount Dora has enacted various codes and ordinances which provide for the creation and maintenance of a multitude of City programs and/or services, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the City processes various land development, building and inspection permits, licenses, site plans, maps and administrative changes, the nature of which require funding, at least in part, by user fees; and

WHEREAS, the provisions of controlling Florida law provide authorization for a municipality to levy reasonable fees and charges commensurate with the cost of the activities, functions and programs which are funded by the City; and

WHEREAS, the City adopted its current Master Fee Schedule on March 3, 2026, under Resolution No. 2026-04; and

WHEREAS, it is fiscally prudent and appropriate for the City, from time-to-time, to establish the reasonable fees and charges for administering the various programs and services provided by the City; and

WHEREAS, the City has determined that certain fees as set forth in **Exhibit "A"** hereto should be modified as necessary for the particular category, program and service of function; and

WHEREAS, the City finds that but for the fee changes reflected in **Exhibit "A,"** all other fees adopted in the Master Fee Schedule, dated March 3, 2026, under Resolution 2026-04 should remain unchanged; and

WHEREAS, the City finds that all conditions precedent and notices required by Florida law which are necessary to accomplish the actions taken herein have been appropriately implemented.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, 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. The above recitals are hereby adopted.

SECTION 2. Repeal and Replacement of Certain Utility Categories and Fees. As reflected in **Exhibit “A,”** those fees modified in red therein shall be changed and fully incorporated into the Master Fee Schedule, dated March 3, 2026, under Resolution 2026-04.

SECTION 3. Adoption of Master Fee Schedule.

A. The schedule of all City collected fees attached hereto as **Exhibit “A”** is hereby approved and adopted for incorporation into the Master Fee Schedule.

B. The City of Mount Dora and the departments thereof shall be exempt from the payment of any applicable fees established by the Fee Schedule adopted hereunder, excluding building permit fees, impact fees and/or any other applicable fees as required by Florida law.

SECTION 4. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed 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.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the Fee Schedules for fees collected by the City, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. 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 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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 take effect on October 1, 2026.

PASSED AND ADOPTED this ____ day of _____ 2026.

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only.

Patrick Brackins, City Attorney

**Exhibit “A” Revised Master Fee
Schedule for Certain
Fees (All Changes in Red)**

Exhibit "A"

CITY OF MOUNT DORA CITY FEE SCHEDULE

Utility Rates

Miscellaneous	CURRENT	Reso 2026-25	% change
Account Setup Fee - Residential & Non-Residential Accounts	\$30.00	\$30.00	0%
Hydrant & Temporary Meter Account Setup Fee (Water)	\$75.00	\$75.00	0%
Credit for signing up for Auto Draft & Ebill - New & Existing Accounts	-\$25.00	-\$25.00	0%
Late fee Penalty (3 Days past due)*	3%	3%	0%
*The 3% late fee will be added to accounts on the day after the due date plus 3 days from the invoice.			
**Staff may waive late fee penalty charge once in a twelve month period if requested by the customer.			
Reconnection Charge (Business Hours) added to account when payment is not received by 5:00pm the day before the cutoff date.	\$45.00	\$45.00	0%
Reconnection Charge (After Hours till 9 p.m.)	\$110.00	\$110.00	0%
Reconnection Charge (After Hours between 9 p.m. & 6 a.m.)	\$250.00	\$250.00	0%
Lock and Pull Meters	\$38.00	\$38.00	0%
Accounts that are not paid 5 to 7 business days after it has been turned off for non-payment, the City will either lock or pull those meters and an additional \$30.00 service fee will be charged to the account. All past due fees and service fees will need to be paid in full before service is restored. This fee is non-waivable and applies to each meter.			
Water Meter Tampering (Unauthorized access to meters or systems) + cost			
1st Offense	\$75.00	\$75.00	0%
2nd Offense	\$150.00	\$150.00	0%
3rd and subsequent tampering	\$250.00	\$250.00	0%
Electric Meter Tampering (Unauthorized access to meters or systems) + cost	\$250.00	\$250.00	0%
Lien File Fees	\$20.00	\$20.00	0%
Lien Research Fee - Standard three (3) business days	\$30.00	\$30.00	0%
Lien Research Fee - Expedited one (1) business day	\$50.00	\$50.00	0%
Meter test charge 5/8" & 3/4" - if determined NOT defective	\$20.00	\$20.00	0%
Meter test charge 1" - 1&1/2" - if determined NOT defective	\$25.00	\$25.00	0%
Meter test charge 2" and larger - if determined NOT defective	Cost of test	Cost of test	
Regular Backflow Monitor and Test	\$4.17	\$4.17	0%
Fire Backflow Monitor and Test	\$12.50	\$12.50	0%
Manual Read - monthly required charge for all temporary Hydrant meters	\$6.50	\$6.50	0%
Disconnection Charge - if required by Ordinance not related to a delinquent account	\$30.00	\$30.00	0%
Garage Sale Permits	\$5.00	\$5.00	0%
Garage Sale Permits - Online	Free	Free	
Storage Fee - related to any item abandoned, found and/or located on City right-of-way or easement and stored by the City (doesn't not include forfeiture / impoundment fees) per day	\$10.00	\$10.00	0%
Digital Meter Opt-Out - non-refundable enrollment fee	\$95.00	\$95.00	0%
Digital Meter Opt-Out - monthly manual meter reading fee	\$13.00	\$13.00	0%
The Digital Meter Opt-Out was supported by the Public Service Commission under Docket No. 20180088-E1			
Deposits			
1. RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS VERIFIED BY APPROVED PROVIDER: IF CREDIT IS ACCEPTABLE - NO DEPOSIT REQUIRED			
2. MULTI FAMILY & NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE ESTIMATED AVERAGE MONTHLY BILL			
ROUNDED UP TO THE NEAREST FIFTY DOLLAR INCREMENT FOR ALL REQUIRED UTILITIES.			
3. ALL DEPOSITS ARE HELD IN A NON INTEREST BEARING ACCOUNT - THEREFORE NO INTEREST PAID ON ANY DEPOSITS HELD			
4. RESIDENTIAL DEPOSITS MAY BE REFUNDED IF NO DELINQUENCY WITHIN A 24 MONTH PERIOD			
5. IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE RETURNED CHECKS WITHIN			
A 12 MONTH PERIOD, OR INSUFFICIENT UTILITY CREDIT SCORE, THE CITY WILL REQUIRE A DEPOSIT(S) AS OUTLINED BELOW.			

CITY OF MOUNT DORA CITY FEE SCHEDULE

Utility Rates

Water	CURRENT	Reso 2026-25	% change
Residential	\$40.00	\$40.00	0%
Temporary Hydrant Meter	\$1,500.00	\$1,500.00	0%
Wastewater			
Residential	\$75.00	\$75.00	0%
Irrigation			
Residential	\$60.00	\$60.00	0%
Reclaimed Water			
Residential	\$60.00	\$60.00	0%
Sanitation			
Residential	\$25.00	\$25.00	0%
Electric			
Residential	\$240.00	\$240.00	0%
Temporary Electric Meter	\$250.00	\$250.00	0%
UTILITY PAYMENT PLANS			
At the discretion of the City a payment plan may be established for accounts that are currently disconnected or have a past due balance greater than three hundred dollars (\$300.00). The monthly payment plan shall be for a period equal to the number of months in arrears but at no time longer than six months and will be in addition to the normal monthly utility bill. There will be no waiver/reduction of the accrued late fees and delinquency charges and an additional administration fee of \$30.00 will be charged for setting up and administering the payment plan. Upon establishment of the payment plan, agreement by the customer and receipt of the first payment then service can be restored. If a customer fails to complete the payment plan in full, the City shall be entitled to take all legal action permissible, including but not limited to, delivering the underlying utility lien to the county court for enforcement and/or forwarding this matter to a collection agency to secure payment. No more than one payment plan per rolling 12 month period.			
WATER METERS INSTALLATION	CURRENT	Reso 2026-25	% change
¾ inch	\$414.40	\$414.40	0%
1 inch	\$466.20	\$466.20	0%
1 ½ inch	\$802.90	\$802.90	0%
2 inch	\$1,432.20	\$1,432.20	0%
4 inch	Cost + 10%	Cost + 10%	0%
6 inch	Cost + 10%	Cost + 10%	0%
Upgrades	Cost + 10%	Cost + 10%	0%
RECLAIM WATER METERS INSTALLATION	CURRENT	Reso 2026-25	% change
1 inch	\$445.29	\$445.29	0%
1 ½ inch	\$883.19	\$883.19	0%
2 inch	\$1,432.20	\$1,432.20	0%
4 inch	Cost + 10%	Cost + 10%	0%
6 inch	Cost + 10%	Cost + 10%	0%
Upgrades	Cost + 10%	Cost + 10%	0%

CITY OF MOUNT DORA CITY FEE SCHEDULE

Utility Rates

UTILITY RATES - ALL RATE CLASSES - INSIDE CITY			
Water	CURRENT	Reso 2026-25	% change
Availability Per Unit - monthly	\$14.48	\$15.42	6.50%
Availability Per Unit (Multi-Family) - monthly	\$10.13	\$10.79	6.50%
0 to 8,977 (per gallon) of Consumption	\$0.0027787	\$0.0029593	6.50%
8,977 - 17,953 (per gallon) of Consumption	\$0.0055574	\$0.0059186	6.50%
17,953 - 26,930 (per gallon) of Consumption	\$0.0083361	\$0.0088780	6.50%
26,930 and up (per gallon) of Consumption	\$0.0111148	\$0.0118373	6.50%
Sewer	CURRENT	Reso 2026-25	% change
Availability Per Unit - monthly	\$44.31	\$47.19	6.50%
Availability Per Unit (Multi-Family) - monthly	\$31.04	\$33.06	6.50%
All Consumption per gallon	\$0.0103057	\$0.0109755	6.50%
- Residential Caps at 8,977 if no other meter			
- Commercial has no caps on consumption			
Irrigation	CURRENT	Reso 2026-25	% change
Availability Per Unit - monthly	\$14.48	\$15.42	6.50%
0 to 17,953 (per gallon) of Consumption	\$0.0055574	\$0.0059186	6.50%
17,953 - 26,930 (per gallon) of Consumption	\$0.0083361	\$0.0088780	6.50%
26,930 and Up (per gallon) of Consumption	\$0.0111148	\$0.0118373	6.50%
Reclaimed Water	CURRENT	Reso 2026-25	% change
Availability Per Unit - monthly	\$14.48	\$15.42	6.50%
0 to 17,953 (per gallon) of Consumption	\$0.0008182	\$0.0008714	6.50%
17,953 - 26,930 (per gallon) of Consumption	\$0.0012195	\$0.0012988	6.50%
26,930 and Up (per gallon) of Consumption	\$0.0016209	\$0.0017263	6.50%
UTILITY RATES - ALL RATE CLASSES - OUTSIDE CITY			
Water	CURRENT	Reso 2026-25	% change
Availability Per Unit - monthly	\$19.28	\$20.53	6.50%
Availability Per Unit (Multi-Family) - monthly	\$13.49	\$14.37	6.50%
0 to 8,977 (per gallon) of Consumption	\$0.0037051	\$0.0039460	6.50%
8,977 - 17,953 (per gallon) of Consumption	\$0.0073959	\$0.0078766	6.50%
17,953 - 26,930 (per gallon) of Consumption	\$0.0111010	\$0.0118226	6.50%
26,930 and up (per gallon) of Consumption	\$0.0147917	\$0.0157532	6.50%
Sewer	CURRENT	Reso 2026-25	% change
Availability Per Unit - monthly	\$55.39	\$58.99	6.50%
Availability Per Unit (Multi-Family) - monthly	\$38.80	\$41.32	6.50%
All Consumption per gallon	\$0.0128821	\$0.0137194	6.50%
- Residential Caps at 8,977 if no other meter			
- Commercial has no caps on consumption			
Irrigation	CURRENT	Reso 2026-25	% change
Availability Per Unit - monthly	\$18.10	\$19.28	6.50%
0 to 17,953 (per gallon) of Consumption	\$0.0069468	\$0.0073983	6.50%
17,953 - 26,930 (per gallon) of Consumption	\$0.0104201	\$0.0110975	6.50%
26,930 and Up (per gallon) of Consumption	\$0.0138935	\$0.0147966	6.50%
Reclaimed Water	CURRENT	Reso 2026-25	% change
Availability Per Unit - monthly	\$18.10	\$19.28	6.50%
0 to 17,953 (per gallon) of Consumption	\$0.0010227	\$0.0010892	6.50%
17,953 - 26,930 (per gallon) of Consumption	\$0.0015244	\$0.0016235	6.50%
26,930 and Up (per gallon) of Consumption	\$0.0020261	\$0.0021578	6.50%

CITY OF MOUNT DORA CITY FEE SCHEDULE
Parks & Recreation Department

Additional Information

Definitions: Resident: Incorporated Mount Dora residents may rent facilities for social and private functions. This includes weddings, banquets, birthday celebrations, anniversary parties, retirement parties, recognition parties, and meetings. Additional fees for personnel may apply. Proof of residence (e.g., driver’s license, utility bill, property tax statement) is required. Non-Resident: Any user that resides outside of Mount Dora proper. The purpose of the rental is for private functions that include parties, ceremonies, and meeting space. Additional fees for personnel may apply. Commercial: Any user with the intent of charging ticketed fees or promoting enterprise for monetary gain. <i>Different fees may be established by executed contract.</i>				
Cemetery	Resident	Non-Resident	Commercial	Reso 2026-25
Burial Space	\$ 1,200.00	\$ 1,800.00	N/A	No Change
Niche Space	\$ 800.00	\$ 1,200.00	N/A	No Change
Niche Engraving	Cost + 10%	Cost + 10%	N/A	No Change
Additional Internment Right (Additional Cremation Burial Right, up to 4)	\$ 200.00	\$ 400.00	N/A	No Change
Administration Fee (Transfer of Ownership, Grave Marking, Cremation Opening/Closing	\$ 200.00	\$ 200.00	N/A	No Change
After Hours Administration Fee (Cremation Opening/Closing on Evenings/Weekends)	\$ 300.00	\$ 300.00	N/A	No Change
Miscellaneous Fees		Current		Reso 2026-25
Memorial Bench & Plaque (Standard) - Includes all cost to install plus a 10% administrative fee		Cost + 10%		No Change
Processing Fee (Non-Refundable)		\$ 20.00		No Change
Facility Rentals	Resident	Non-Resident	Commercial	Reso 2026-25
Facility Rental Deposits (Refundable less \$5 non-refundable administrative fee)	\$ 100.00	\$ 100.00	\$ 100.00	No Change
Donnelly Park (Building, & Deck) per hour				
Hourly Rate	\$ 40.00	\$ 60.00	\$ 80.00	No Change
Daily Rate	\$ 400.00	\$ 600.00	\$ 800.00	No Change
Community Building (Lobby Only - Upper Level)				
Hourly Rate	\$ 40.00	\$ 60.00	\$ 80.00	No Change
Daily Rate	\$ 400.00	\$ 600.00	\$ 800.00	No Change
Community Building (Green Room Only - Lower Level)				
Hourly Rate	\$ 30.00	\$ 50.00	\$ 70.00	No Change
Daily Rate	\$ 300.00	\$ 500.00	\$ 700.00	No Change
Community Building (Entire Building) (Includes AV & Janitorial Staff)				
Hourly Rate	\$ 155.00	\$ 155.00	\$ 155.00	No Change
Daily Rate	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	No Change
The City reserves the right to reschedule any reservation to accommodate a Community Building production or special event that serves the entire community.				
Martin Luther King Jr. Center (per Hour)				
Hourly Rate	\$ 40.00	\$ 60.00	\$ 80.00	No Change
Daily Rate	\$ 400.00	\$ 600.00	\$ 800.00	No Change
Gilbert Park Pavilion 1 (Large 30x30) (per Hour)				
Hourly Rate	\$ 20.00	\$ 30.00	\$ 40.00	No Change
Daily Rate	\$ 200.00	\$ 300.00	\$ 400.00	No Change
Gilbert Park Pavilion 2 (Large 24x24)(per Hour)				
Hourly Rate	\$ 10.00	\$ 20.00	\$ 30.00	No Change
Daily Rate	\$ 100.00	\$ 200.00	\$ 300.00	No Change
Palm Island Pavilion (per Hour)				
Hourly Rate	\$ 10.00	\$ 20.00	\$ 30.00	No Change
Daily Rate	\$ 100.00	\$ 200.00	\$ 300.00	No Change
Forres Park Pavilion (small, no seating) (per Hour)				
Hourly Rate	\$ 10.00	\$ 20.00	\$ 30.00	No Change
Daily Rate	\$ 100.00	\$ 200.00	\$ 300.00	No Change
Summerview Park Pavilion (per Hour)				
Hourly Rate	\$ 10.00	\$ 20.00	\$ 30.00	No Change
Daily Rate	\$ 100.00	\$ 200.00	\$ 300.00	No Change
The City reserves the right to reschedule any reservation to accommodate a production or special event that serves the entire community. The City of Mount Dora reserves the right to deny or cancel any events/rentals in any City-owned facility or Park.				No Change

CITY OF MOUNT DORA CITY FEE SCHEDULE
Parks & Recreation Department

Additional Information

Facility Rentals cont'd.	Resident / Non-Profit	Non-Resident	Commercial	Reso 2026-25
Evans Park Pad (per Hour)				
Hourly Rate	\$ 30.00	\$ 40.00	\$ 50.00	No Change
Daily Rate	\$ 300.00	\$ 400.00	\$ 500.00	No Change
Sunset Park Pad (per Hour)				
Hourly Rate	\$ 20.00	\$ 30.00	\$ 40.00	No Change
Daily Rate	\$ 200.00	\$ 300.00	\$ 400.00	No Change
Cauley Lott Park Pavilion (per Hour)				
Hourly Rate	\$ 20.00	\$ 30.00	\$ 40.00	No Change
Daily Rate	\$ 200.00	\$ 300.00	\$ 400.00	No Change
Frank Brown Sports Complex Pavilion1 (by softball) (per Hour)				
Hourly Rate	\$ 10.00	\$ 20.00	\$ 30.00	No Change
Daily Rate	\$ 100.00	\$ 200.00	\$ 300.00	No Change
Frank Brown Sports Complex Pavilion 2 (by multipurpose) (per Hour)				
Hourly Rate	\$ 10.00	\$ 20.00	\$ 30.00	No Change
Daily Rate	\$ 100.00	\$ 200.00	\$ 300.00	No Change
Frank Brown Sports Complex Athletic Fields (Softball & Multipurpose)				
Field Rental (Each) per Hour	\$ 20.00	\$ 30.00	\$ 40.00	No Change
Field Rental (Each) per Day	\$ 200.00	\$ 300.00	\$ 400.00	No Change
Baseball/Softball Dragging & Lining (per hour) (2 hr min)	\$ 25.00	\$ 25.00	\$ 25.00	No Change
Multipurpose Lining (per hour) (2 hr min)	\$ 40.00	\$ 40.00	\$ 40.00	No Change
Lighting per Hour	\$ 40.00	\$ 40.00	\$ 40.00	No Change
Lincoln City Sports Complex Athletic Fields (Softball & Baseball)				
Field Rental (Each) per Hour	\$ 20.00	\$ 30.00	\$ 40.00	No Change
Field Rental (Each Per Day	\$ 200.00	\$ 300.00	\$ 400.00	No Change
Baseball/Softball Dragging & Lining (per hour) (2 hr min)	\$ 25.00	\$ 25.00	\$ 25.00	No Change
Lighting per Hour	\$ 40.00	\$ 40.00	\$ 40.00	No Change
Outdoor Courts per Hour (basketball, tennis, pickleball, racquetball)				
Hourly Rate	\$ 10.00	\$ 20.00	\$ 30.00	No Change
Daily Rate	\$ 100.00	\$ 200.00	\$ 300.00	No Change
Lighting per Hour	\$ 40.00	\$ 40.00	\$ 40.00	No Change
Lincoln Avenue Pool				
Swimming Pool per Hour	\$ 25.00	\$ 50.00	\$ 100.00	No Change
Lifeguards - 2 Guard Minimum - per Guard per Hour	\$ 25.00	\$ 25.00	\$ 25.00	No Change
Nathaniel Bell Community Resource & Recreation Center	Resident / Non-Profit	Non-Resident	Commercial	Reso 2026-25
Meeting Room Rentals				NEW
One Meeting Room	\$40/hour • \$400/day	\$60/hour • \$600/day	\$80/hour • \$800/day	NEW
Two Meeting Rooms	\$75/hour • \$750/day	\$115/hour • \$1,150/day	\$155/hour • \$1,550/day	NEW
Entire Hall (Three Meeting Rooms)	\$110/hour • \$1,100/day	\$170/hour • \$1,700/day	\$230/hour • \$2,300/day	NEW
*Resident rates apply to City of Mount Dora residents and qualifying non-profit organizations. Daily rentals include up to ten (10) consecutive hours.				NEW
Gymnasium Rentals				NEW
Half Gym	\$75/hour	\$110/hour	\$150/hour	NEW
Full Gym	\$125/hour	\$185/hour	\$250/hour	NEW
Full Gym (Daily)	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00	NEW
Gymnasium rentals are subject to programming priorities. City-sponsored programs, leagues, tournaments, camps, and special events shall receive scheduling priority.				NEW
Commercial Kitchen Rental				NEW
Hourly	\$ 25.00	\$ 35.00	\$ 50.00	NEW
Daily	\$ 250.00	\$ 350.00	\$ 500.00	NEW
Kitchen access is included with rentals of Hall C, Two Meeting Rooms (when Hall C is included), and the Entire Hall Commercial kitchen use may require a licensed and insured caterer.				NEW
Audio/Visual Support				NEW
Additional staff support	\$30/hour	\$30/hour	\$30/hour	NEW
Standard audiovisual equipment installed within meeting rooms is included with rentals. 2 hour minimum.				NEW
Specialty Bell Center Rentals	Resident / Non-Profit	Non-Resident	Commercial	Reso 2026-25
The Parks & Recreation Director or designee may establish rental fees, packages, and pricing for Bell Center amenities, spaces, equipment, services, or special event offerings not specifically identified within this fee schedule, provided the established fee does not exceed the maximum amounts approved by City Council.				NEW
				NEW
Specialty Rental				NEW
Director Established Fee (Maximum)	Up to \$100	Up to \$150	Up to \$200	NEW
<u>Examples include, but are not limited to:</u> •Courtyard access •Birthday party packages •Specialty event packages •Team-building activities •Corporate meeting packages •Teen Commons rentals •Computer Lab rentals •Equipment add-ons •Holiday packages •Future Bell Center amenities or services All rentals require a 2 hour minimum. Rental fees for community outreach events may be waived per the discretion of the Parks&Recreation Director with approval of the City Manager.				NEW

CITY OF MOUNT DORA CITY FEE SCHEDULE
Parks & Recreation Department

Additional Information

Recreation Programming			Current	Reso 2026-25
Late Fee			\$ 10.00	No Change
Recreation Program Registration			\$10-\$99	No Change
Before Care Program (per week)			\$10	NEW
Clubs, Camps & Sports			Current	Reso 2026-25
Senior Club			Free	No Change
Archery			\$ 40.00	No Change
Softball & Kickball (per Team)			\$ 300.00	\$ 350.00
Softball & Kickball (per Player)			\$ 25.00	Remove
Youth Soccer (each)			\$ 80.00	No Change
Youth Soccer (Pee Wee)			\$ 70.00	No Change
Youth Flag Football			\$ 85.00	\$ 90.00
Youth Basketball (each)			\$ 80.00	No Change
Camps (per week) (non-specialty)			\$ 135.00	\$ 149.00
Specialty Camps (per week)			\$140-\$250	\$150-\$275
Camp Snack Fee (per week)			\$ 15.00	No Change
Extra T-Shirt Fee			\$ 25.00	\$ 20.00
Swim Team (per month)			\$ 50.00	\$ 60.00
Water Camp			\$ 55.00	No Change
Classes			Current	Reso 2026-25
Group Swim Lessons (8 lessons)			\$ 55.00	No Change
Private Swim Lessons (5 lessons)			\$ 150.00	\$ 170.00
Semi Private Swim Lessons (2 swimmers) (5 lessons)			\$ 75.00	\$ 85.00
Lap Swim per visit			\$ 3.00	\$ 4.00
Open Swim per visit			\$ 3.00	\$ 4.00
Lifeguard Certification			\$ 300.00	No Change
Lifeguard Recertification			\$ 175.00	No Change
Water Safety Instructor Certification			\$ 325.00	No Change
Fitness Class (per visit)			\$ 4.00	\$ 5.00
CPR/First Aid Training			\$ 75.00	No Change
Homeschool PE			\$ 30.00	No Change
Masters Swim			\$ 50.00	\$ 60.00
Passes			Current	Reso 2026-25
Monthly Group Fitness Pass (Aquatic & Land)			\$ 25.00	No Change
Annual Aquatic & Fitness Pass			\$ 225.00	No Change
Monthly Family Aquatic Pass (Family up to 5)			\$ 50.00	No Change
Special Event			Current	Reso 2026-25
Special Event Application fee is comprised of the following: administrative processing, use of traffic and pedestrian control devices (signage & barricades), use of public right of way and associated parks within the event footprint.				
Significant Event (150,000 + Attendance)			\$ 650.00	No Change
Large Event (50,000 + Attendance)			\$ 425.00	No Change
Medium Event (25,000+ Attendance)			\$ 300.00	No Change
Small Event (5,000+ Attendance)			\$ 125.00	No Change
Community Event (500+ Attendance)			\$ 75.00	No Change
Vendor Fees			\$50-\$400	No Change
Recreation programs excluding specialty camps & private lessons offer 25% and 50% discount scholarships approved by application, a 50% discount for City employees, and a \$5 sibling discount. Additional fees may be discounted or waived per the discretion of the Parks&Recreation Director with approval of the City Manager.				No Change