

EXHIBIT #1

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF MOUNT DORA, FLORIDA FOR CONSULTING SERVICES FOR WOLF BRANCH DEVELOPMENT

THIS INTERLOCAL AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida (the “COUNTY”), and the City of Mount Dora, a municipal corporation organized under the laws of the State of Florida (the “CITY”).

WITNESSETH:

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

WHEREAS, the Wolf Branch Innovation District (the “DISTRICT”), is a special planning area totaling approximately 1,300 acres that is expected to accommodate a significant regional employment center along the Wekiva Parkway, which is currently under construction and will complete the beltway around Orlando; and

WHEREAS, the COUNTY and CITY wish to accomplish an extensive set of goals and objectives with the development of the DISTRICT that includes the construction of a wide range of uses including Class A office space, warehousing, advanced manufacturing, life sciences, research and development, higher education facilities and complimentary retail and residential space served by the appropriate volume and quality of utilities and infrastructure needed to create a vibrant and impactful job generating mixed-use community; and

WHEREAS, the COUNTY and the CITY own, operate, or regulate a number of facilities in the northeastern Lake County region which will be affected by the DISTRICT; and

WHEREAS, the CITY has entered into a Professional Consulting Services Contract with Levey Consulting, LLC., a Florida Limited Liability Corporation (the “CONSULTANT”), to assist the CITY in developing and executing strategies for economic development in Lake County, including the DISTRICT; and

WHEREAS, the parties desire to enter into this Agreement in order to collaborate on the economic development of the DISTRICT.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated in this Agreement by reference.

2. **Purpose.** The purpose of this Agreement is to memorialize the collaboration and support of the CITY and the COUNTY for the economic development of the DISTRICT, including financial contribution by the COUNTY (the “PROJECT”).

3. **City Obligations.**

A. The parties acknowledge that the CITY has solicited and retained the services of the CONSULTANT to assist the CITY for the PROJECT. The services to be provided by the CONSULTANT for the PROJECT will benefit both the CITY and the COUNTY.

B. The CITY, or the CONSULTANT at the CITY’s request, will provide quarterly work task schedules to the COUNTY outlining the CONSULTANT’s proposed work tasks on the PROJECT on a quarterly basis. Nothing by way of execution of this Agreement is intended to make CONSULTANT, its employees or agents to be contractors, agents, or employees of the COUNTY or obligate the COUNTY to make payments directly to the CONSULTANT.

C. The CITY shall ensure that the CONSULTANT will comply with Section 119.0701, Florida Statutes.

4. **COUNTY Obligations.**

A. The parties agree and acknowledge that the budget for the PROJECT contract is estimated to be approximately One Hundred Thousand Dollars and 00/100 Dollars (\$100,000.00) per year. The CITY shall submit quarterly invoices to the COUNTY outlining the approved tasks completed by the CONSULTANT. The COUNTY agrees to provide funding to the CITY for those services completed by the CONSULTANT which the Lake County Manager or designee determine to be beneficial for the COUNTY; but in no event will the COUNTY be required to pay more than Fifty Thousand and 00/100 Dollars (\$50,000.00) annually during the term of this Agreement. Payments will be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

B. Funding by the COUNTY to the CITY for the services provided by the CONSULTANT on the PROJECT will continue until such time as the CITY’s contract with the

CONSULTANT expires or terminates or this Agreement is terminated, whichever is earlier. In the event funds obligated under this Agreement become reduced or unavailable, the COUNTY will notify the CITY of such occurrence, and the COUNTY may terminate this Agreement without penalty or expense to the COUNTY. The COUNTY will be the final authority as to the unavailability of funds.

C. In the event any of the funding for the PROJECT is funded by grant monies received by the CITY, the COUNTY will not be liable for any non-compliance with the provisions of such grant.

5. **Future Projects.** Nothing in this Agreement will prohibit the parties from negotiating a different allocation of responsibilities for, or contributions, to the development of the PROJECT. The maintenance and ownership of each future project, if any, will be negotiated on a project by project basis.

6. **Term.** The term of this Agreement will be for a period of two (2) years beginning on the effective date, with the option of the parties to extend one (1) additional twelve (12) month period.

7. **Termination.**

A. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Within twenty (20) days after the effective date of termination, the terminating party shall remit to the non-terminating party a payment equal to fifty percent (50%) of all PROJECT costs incurred as of the date of termination as well as fifty percent (50%) of all PROJECT work mutually authorized to proceed but which has not yet been completed. Nothing in this Agreement will preclude the non-terminating party from seeking additional support for the PROJECT.

B. In the event the CITY assigns or terminates the contract with the CONSULTANT, the CITY shall provide written notice to the COUNTY. In the event the CITY assigns the contract with the CONSULTANT to another vendor or sub-consultant, the COUNTY may terminate this Agreement if the Lake County Manager or designee determines that the vendor or sub-consultant is not acceptable or in the best interest of the COUNTY.

8. **Modifications.** Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective

unless contained in a written document executed by the parties to this Agreement, with the same formality and of equal dignity with this Agreement.

9. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

CITY

County Manager
Lake County Administration Building
P.O. Box 7800
Tavares, Florida 32778

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

B. All notices required, or which may be given under this Agreement, will be considered properly given if: (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices will be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. The parties may designate other parties or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this Agreement.

10. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement.

11. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.

12. Effective Date. This Agreement will become effective on the date the last party executes this Agreement (“effective date”).

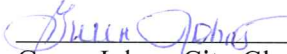
13. Assignment. No party to this Agreement may assign the rights and obligations under this Agreement without the prior consent of the other party.

14. **Counterparts.** This Agreement may be executed in counterparts, each executed counterpart to be deemed an original and all of which will constitute but one and the same instrument. This Agreement may be executed by electronic signatures and electronic signatures will constitute originals for all purposes.

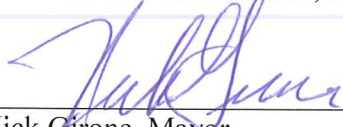
CITY

ATTEST:

CITY OF MOUNT DORA, FLORIDA



Gwen Johns, City Clerk



Nick Girone, Mayor

This 7 day of September, 2017.

Approved as to form and legality:



Jennifer Cockcroft, City Attorney

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners of
Lake County, Florida

Timothy I. Sullivan, Chairman

This _____ of _____, 2017.

Approved as to form and legality:

Melanie Marsh, County Attorney

RESOLUTION NO. 2017-132

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, TO APPROVE AN INTERLOCAL AGREEMENT WITH LAKE COUNTY FOR FUNDING ECONOMIC CONSULTING SERVICES THROUGH AN AMENDED WORK ORDER WITH LEVEY CONSULTING, LLC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE WOLF BRANCH INNOVATIVE DISTRICT; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT IN ACCORDANCE WITH SOUND PROCUREMENT PRACTICES AND PRINCIPLES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is desirous of entering into an Interlocal Agreement (Exhibit 1) with Lake County for necessary economic consulting services and authorizing an amended work order with Levey Consulting, LLC., to provide professional consulting services as needed for the Wolf Branch Innovative District;; and

WHEREAS, this Interlocal Agreement with Lake County will span an initial two years with an additional one year option, allowing the City to extend consulting services with Richard Levey if necessary; and

WHEREAS, it is necessary for the City to move forward with an Interlocal Agreement and the amended work order to advance implementation of the Master Plan, to avoid loss of potential opportunities, developments and partners in the implementation of the Master Plan, and to facilitate a new economic development approach for Wolf Branch Innovative District as elaborated upon further and described in the Work Order (Exhibit 2); and

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

SECTION 1. Authorizing the Mayor to Execute: The Mayor is hereby authorized to sign and execute said contract with Levey Consulting, LLC.

SECTION 2. Legislative Findings and Intent. The foregoing recitals (whereas clauses) are incorporated herein by reference and adopted as legislative and administrative findings in support of the matters set forth in this Resolution and made a part hereof.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

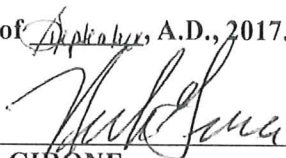
SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 7 day of September , A.D., 2017.




NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



William Colbert or Jennifer Cockcroft
City Attorney