

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this day of March 10, 2021 by the City of Deltona, hereinafter referred to as "City" and Florida Housing Coalition hereinafter referred to as the "Consultant."

WHEREAS City requires services which Consultant can provide, under the terms and conditions hereinafter described or referenced; and

WHEREAS Consultant is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Agreement Documents. The Agreement Documents consist of this Agreement; Exhibit "A"-Scope of Work and Payment Schedule; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein.
2. Purpose. City hereby Agreements with Consultant to provide services upon the terms and conditions herein set forth.
3. Scope of Work and Payment Schedule. Consultant will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work and Payment Schedule), attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Agreement. This Agreement shall be for an 18- month period. The start of this Agreement shall be April 1, 2021. Consultant shall commence services for the City and continue operation until completion of Scope of Work.
5. Renewal. City shall have the option to renew this Agreement for additional services, with consent of Consultant for an additional one (1) year period, provided City delivers notification within sixty (60) days of termination date of its intention.
6. Maximum Obligation. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit "A" for the term of the Agreement.
7. Invoices. Consultant shall submit invoices to City upon completion of each deliverable in Scope of Work and Payment Schedule Exhibit A.
8. Payment. All payments by the City shall be due within forty-five (45) days after receiving invoice for services rendered.
9. Notices. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Consultant: Jaimie Ross, President/CEO
Florida Housing Coalition
1311 N. Paul Russell Road B-201
Tallahassee, FL Florida 32301

If to City: Angelia M. Briggs
Community Development Manager
City of Deltona
2345 Providence Blvd
Deltona, Florida 32725
P-386-878-8614
F386-878-8601

10. Information. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Consultant without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

11. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

12. Force Majeure. Consultant shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Consultant. Such events may include, but are not restricted to, the following: Acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war or civil disorder.

13. Insurance. Throughout the term of this Agreement, Consultant shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Consultant shall name the City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to City.

14. Indemnity. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Consultant for the work of the Agreement shall constitute specific consideration to Consultant for the indemnification to be provided under the Agreement.

15. Assignment. Consultant shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Consultant not less than fifteen (15) days prior to the date of any proposed assignment.

16. Performance Under Law. The Consultant, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

17. Audit and Inspection Records. The Consultant shall permit the authorized representatives of the City to inspect and audit all data and records of the Consultant, if any, relating to performance under the Agreement until the expiration of three years after final payment under this Agreement.

18. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations, and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

19. Independent Consultant. The Consultant shall be deemed an independent Consultant for all purposes, and the employees of the Consultant or any of its Consultants, shall not in any manner be deemed to be employees of City. As such, the employees of the Consultant, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Consultant or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

20. Cooperation. The Consultant recognizes that the performance of this Agreement is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Consultant shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Consultant shall not make any statements or take any actions detrimental to this effort.

21. Public Records.

A. The City of Deltona is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant shall:

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, provide the City with a copy of 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 Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Deltona
2345 Providence Blvd
Deltona, Florida 32725

22. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Leon County, Florida.

23. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Consultant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

24. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

25. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

26. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

“CONSULTANT”

“CITY”

Florida Housing Coalition

City of Deltona



By: _____

By: _____

Print Name: Jaimie Ross
Title: President/CEO

Print Name: _____
Title: _____

Exhibit A – Scope of Work and Payment Schedule

Fee for Service Agreement Term and Cost

TERM: 18 months

DELIVERABLES:

#	Deliverable	Flat Fee
1.	Affordable Housing Advisory Committee Incentive Report	\$4,500.00
1.A	Provide staff with AHAC Committee Responsibility Guide including timeline and Incentive Guide examples	Included
1.B	Preparation of Agenda and PPT presentations, and facilitation for 3 AHAC meetings and 1 public hearing to be held virtually	Included
1.C	Prepare draft report and submit to staff and committee for review and feedback in preparation for public hearing and submission to City Commission and FHFC	Included

COST NOT TO EXCEED: \$4,500*

**Includes all hours spent on deliverables. All Deliverables shall be provided remotely.*

Affordable Housing Advisory Committee

1. Payment Due \$2,000.00 at completion of 1.A
2. Payment Due \$1,500.00 at completion of 1.B
3. Payment Due \$1,000.00 at completion of 1.C

**Includes all hours spent on deliverables. All Deliverables shall be provided remotely.*

Exhibit B



FLORHOU-01

NICHOLE

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Earl Bacon Agency, Inc. Post Office Box 12039 Tallahassee, FL 32317		CONTACT NAME: PHONE (A/C, No, Ext): (850) 878-2121 FAX (A/C, No): (850) 878-2128 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Phoenix Insurance Company	
		INSURER B: The Travelers Indemnity Company of Connecticut	
		INSURER C: The Travelers Property Casualty Insurance Company of America	
		INSURER D: Zenith Insurance Company	
		INSURER E: RLJ Insurance Company	
		INSURER F: Travelers Casualty and Surety Company	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		660438N3282	11/25/2019	11/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA438N3282	11/25/2019	11/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 5,000	X		CUP8J19754A	11/25/2019	11/25/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z832744626	8/1/2020	8/1/2021	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof Liability			RTP0019517	8/21/2020	8/21/2021	1,000,000
F	Cyber Liability			107116458	7/2/2020	7/2/2021	Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Service Agreement: RFP-603659-19/ESN

CERTIFICATE HOLDER Seminole County / COUNTY Seminole County Services Building 1101 East 1st St. Sanford, FL 32771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.

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COMMERCIAL GENERAL LIABILITY COVERAGE PART

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1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.