

## **MEMORANDUM OF UNDERSTANDING CITY OF EUSTIS HOME REPAIR PROGRAM**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Eustis, Florida, a Florida municipal corporation ("City"), and Habitat for Humanity of Lake-Sumter, Florida, Inc., a Florida not-for-profit corporation ("HFHLS").

### **1. RECITALS**

**WHEREAS**, the City of Eustis, Florida (the "City"), is a Florida municipal corporation organized and existing under Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, and is authorized to exercise all powers of local self-government to protect the public health, safety, and welfare of its residents; and

**WHEREAS**, the City Commission has determined that the preservation and rehabilitation of existing owner-occupied housing stock, particularly for income-eligible households, serves a valid and essential public purpose, including promoting safe housing conditions, preventing neighborhood decline, and supporting community stability; and

**WHEREAS**, the City desires to implement and administer a Home Repair Program to address health, safety, accessibility, and code-compliance deficiencies in eligible residential properties within the City limits, subject to available funding and City Commission-adopted Program Guidelines; and

**WHEREAS**, Habitat for Humanity of Lake-Sumter, Florida, Inc. ("HFHLS"), is a Florida not-for-profit corporation with demonstrated experience in residential construction, rehabilitation, and repair services for income-qualified homeowners; and

**WHEREAS**, the City Commission has determined that partnering with HFHLS to assist in the administration and delivery of the Home Repair Program is in the best interests of the City and furthers the public purposes identified herein; and

**WHEREAS**, the City Commission has authorized the execution of this Memorandum of Understanding ("MOU") and the delegation of administrative authority to the City Manager or the City Manager's designee, subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### **2. PROGRAM DESCRIPTION**

#### **2.1 Program Purpose and Nature of Agreement**

The Home Repair Program (the "Program") is a City-established program intended to advance a valid municipal public purpose by preserving and improving owner-occupied residential properties within the City limits that present health, safety, accessibility, or building code deficiencies. The Program is designed to assist income-eligible homeowners while protecting the City's fiscal integrity and discretion.

This MOU establishes a framework under which HFHLS will assist the City in the administration and delivery of the Program. Nothing in this MOU shall be construed to create an entitlement to

Program participation or funding, and participation in the Program is subject at all times to City Commission–adopted Program Guidelines, available funding, and compliance with the terms of this MOU.

This MOU does not create a joint venture, partnership, or agency relationship between the Parties and does not obligate the City to expend funds beyond those appropriated and approved by the City Commission.

## **2.2 Eligible Properties and Households**

Participation in the Program is subject to City-established program guidelines and eligibility criteria, as adopted and amended from time to time by the City Commission. Such guidelines shall include, at a minimum:

- Owner-occupied residential properties located within the City limits of Eustis;
- Household income not exceeding eighty percent (80%) of Area Median Income (AMI), with priority given to households below fifty percent (50%) AMI;
- Verification that property taxes and municipal utility accounts are current, unless waived by the City for hardship or other reasons deemed appropriate by the City;
- If applicable, coordination with Community Redevelopment Area (CRA) programs and other City housing initiatives to prevent duplication of benefits.

The City Commission expressly reserves the right to modify the Program Guidelines and eligibility criteria at any time by resolution. Any application or project that has been approved by the City prior to the effective date of such modification shall be permitted to proceed under the guidelines in effect at the time of approval, and no amendment to the Program Guidelines shall be applied retroactively to invalidate or impair previously approved projects.

## **3. SCOPE OF SERVICES**

HFHLS shall perform the following services on behalf of the City:

### **3.1 Intake and Eligibility Screening**

- Accept and review applications;
- Verify income and ownership eligibility;
- Maintain complete applicant files subject to City review.

### **3.2 Project Development and Delivery**

- Conduct property assessments and prepare written scopes of work and cost estimates;
- Obtain homeowner consent prior to commencement of work;
- Secure all required permits and inspections;
- Act as general contractor and oversee construction activities;
- Utilize licensed and insured subcontractors for all regulated trades;
- Supplement subcontractor labor with staff or volunteers only where lawful and appropriate.

### **3.3 Compliance; Standards of Performance**

HFHLS shall perform all services under this MOU in a good, workmanlike, and professional manner, consistent with generally accepted construction and rehabilitation industry standards and in accordance with the Program Guidelines.

HFHLS shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to:

- Applicable building, fire, housing, and zoning codes;
- All licensing and permitting requirements;
- Occupational safety and health requirements, including OSHA standards;
- Applicable fair housing, nondiscrimination, and accessibility requirements.

HFHLS shall be solely responsible for ensuring that all work performed under the Program is properly permitted, inspected, and approved by the appropriate authority having jurisdiction prior to project close-out. Failure to comply with this section shall constitute grounds for suspension, withholding of payment, or termination in accordance with this MOU.

## **4. COMPENSATION AND BUDGETARY CONTROLS**

### **4.1 Per-Unit Cap; Eligible and Ineligible Costs**

The City's financial participation shall not exceed Twenty-Five Thousand Dollars (\$25,000) per residential unit. This per-unit cap is inclusive of all eligible costs, including construction costs, labor, materials, permits, inspections, and reasonable administrative or project management costs incurred by HFHLS in connection with the approved project.

Costs that are not directly related to the approved scope of work, cosmetic improvements, overhead unrelated to the specific project, interest, penalties, or costs incurred prior to City approval are not eligible for reimbursement.

### **4.2 Annual Not-to-Exceed Amount; No Obligation to Fund**

The City's total financial obligation under this MOU shall not exceed the annual not-to-exceed amount approved by the City Commission for the applicable fiscal year. Approval of an application, scope of work, or project by the City does not constitute a guarantee or obligation of funding, and reimbursement is expressly subject to the availability of appropriated funds at the time payment is requested.

The City reserves the right to reduce, delay, or deny reimbursement, in whole or in part, if sufficient funds are not available or if the project does not comply with this MOU or applicable Program Guidelines.

### **4.3 Reimbursement; Timing; No Advance Payments**

HFHLS shall submit complete reimbursement requests no later than sixty (60) days following final project completion, including all required close-out documentation, permits, inspections, lien waivers, and itemized invoices.

Subject to receipt and approval of a complete and compliant reimbursement request, the City shall remit payment to HFHLS within sixty (60) days thereafter, subject to the availability of appropriated funds.

No advance payments shall be made. All payments under this MOU shall be made on a reimbursement basis only.

Failure by HFHLS to timely submit a complete reimbursement request, or failure to comply with the requirements of this MOU or Program Guidelines, may result in denial or reduction of reimbursement for the applicable project, as determined by the City in its sole discretion.

#### **4.4 Non-Appropriation; Funding Availability**

The City's obligations under this MOU are subject to annual appropriation by the City Commission. Funding availability may change during the fiscal year based on budgetary, operational, or policy considerations, and nothing in this MOU shall be construed to create a vested right to funding or a multi-year financial obligation on the part of the City.

### **5. TERM, SUSPENSION, AND TERMINATION**

#### **5.1 Term**

This MOU shall be effective upon execution and shall remain in effect through September 30 of the applicable fiscal year, unless earlier suspended or terminated as provided herein.

#### **5.2 Suspension of Specific Projects or Program Activities**

The City reserves the right, in its sole discretion, to immediately suspend work on any individual project or category of projects, without suspending or terminating this MOU in its entirety, upon written notice to HFHLS. Such suspension may be based on compliance concerns, safety issues, funding availability, administrative needs, or other reasons determined by the City to be in the public interest.

Suspension of a project or Program activity shall not constitute a breach of this MOU by the City.

#### **5.3 Termination for Convenience**

Either Party may terminate this MOU for convenience upon fifteen (15) days' written notice to the other Party. Termination for convenience shall be undertaken in a manner intended to minimize disruption to participating homeowners to the extent reasonably practicable.

#### **5.4 Termination for Cause; Cure**

The City may terminate this MOU, or suspend one or more projects, for cause upon written notice to HFHLS if HFHLS fails to comply with the terms of this MOU, Program Guidelines, or applicable law.

Except where immediate action is required to protect public health, safety, or welfare, HFHLS shall be afforded a cure period of ten (10) business days, which may be extended for good cause shown, in writing, in the sole discretion of the City.

During any cure period, the City may withhold payment for the affected project(s) until the deficiency is cured to the City's satisfaction.

## **5.5 Effect of Suspension or Termination**

(a) Projects Not Yet Started. Any project approved but not commenced as of the effective date of a suspension or termination may be cancelled without further obligation of the City.

(b) Projects in Progress. For projects under construction at the time of suspension or termination, HFHLS shall immediately take reasonable steps to secure the site and protect the property. The City may, in its discretion, authorize completion, partial completion, or orderly close-out of such projects.

(c) No Obligation to Fund Unfinished Work. Termination or suspension of this MOU or any project shall not obligate the City to fund unfinished or noncompliant work. The City's payment obligations, if any, shall be limited to eligible, compliant costs incurred prior to the effective date of suspension or termination and approved by the City.

## **5.6 Loss of Eligibility; Change in Law or Funding**

The City may immediately suspend or terminate this MOU, in whole or in part, upon written notice if HFHLS fails to maintain required insurance or licensure, or if there is a material change in applicable law, funding availability, or regulatory requirements that, in the City's determination, materially affects the feasibility or legality of the Program.

# **6. RISK MANAGEMENT**

## **6.1 Insurance Requirements**

HFHLS shall, at its sole cost and expense, procure and maintain insurance coverage with insurers authorized to do business in the State of Florida and rated A- or better by A.M. Best, in the types and minimum amounts required by the City's Risk Manager. Unless otherwise approved in writing by the City, such coverage shall include, at a minimum:

- Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and Employer's Liability insurance with limits of not less than \$500,000;
- Automobile Liability insurance covering owned, hired, and non-owned vehicles with a combined single limit of not less than \$1,000,000 per accident, if vehicles are used in connection with Program activities;
- Umbrella or Excess Liability insurance with limits of not less than \$2,000,000 per occurrence.

The City shall be named as an additional insured on the Commercial General Liability and Automobile Liability policies for both ongoing and completed operations. Such coverage shall be primary and noncontributory with respect to any insurance carried by the City and shall include a waiver of subrogation in favor of the City to the extent permitted by law.

Certificates of insurance evidencing the required coverage shall be provided to the City prior to commencement of any work and upon renewal. HFHLS shall provide the City with at least thirty (30) days' prior written notice of cancellation, non-renewal, or material modification of any required coverage.

## **6.2 Subcontractors, Employees, and Volunteers**

HFHLS shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and volunteers. HFHLS shall ensure that all subcontractors performing work under the Program are properly licensed, insured, and qualified, and shall require such subcontractors to provide lien waivers as a condition of payment.

HFHLS acknowledges that volunteers are not agents or employees of the City, and HFHLS assumes all responsibility for volunteer screening, training, supervision, and safety.

## **6.3 Indemnification; Sovereign Immunity**

To the fullest extent permitted by law, HFHLS shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the negligent acts, errors, or omissions of HFHLS or its officers, employees, subcontractors, or volunteers in connection with the performance of this MOU.

Nothing contained herein shall be construed as a waiver of the City's sovereign immunity or limits of liability under section 768.28, Florida Statutes, or any other applicable law.

## **6.4 No City Responsibility for Construction Means and Methods**

The City shall have no responsibility or liability for construction means, methods, techniques, sequences, procedures, or safety precautions utilized in connection with the Program. HFHLS shall be solely responsible for job-site safety and compliance with applicable occupational safety and health requirements.

# **7. PUBLIC RECORDS, RECORDS RETENTION, AND AUDIT RIGHTS**

## **7.1 Public Records Compliance**

HFHLS acknowledges that it is performing services on behalf of the City in connection with the Program and agrees to comply with the public records requirements of Chapter 119, Florida Statutes, including section 119.0701, Florida Statutes.

If HFHLS has any questions regarding the application of Chapter 119, Florida Statutes, to its duties under this MOU, or regarding compliance with public records obligations, such questions shall be directed to the City's Custodian of Public Records at:

**City of Eustis**

**Custodian of Public Records/City Clerk**

**Address: 10 N. Grove Street, Eustis, FL 32726**

**Telephone: (352) 483-5430**

**Email: [cityclerk@eustis.org](mailto:cityclerk@eustis.org)**

HFHLS shall:

- (a) Keep and maintain public records required by the City to perform the services contemplated by this MOU;
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within the timeframes required by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of HFHLS upon termination of this MOU and retain records as otherwise required by law.

## **7.2 Records Retention**

HFHLS shall retain all Program-related records in accordance with applicable Florida records retention schedules, including but not limited to financial records, applicant eligibility documentation, construction records, permits, inspections, and correspondence. Records shall be retained for the longer of the period required by law or five (5) years following final payment for the applicable project.

## **7.3 Audit, Monitoring, and Access Rights**

The City, or its designee, shall have the right, upon reasonable notice, to inspect, review, copy, and audit all records, documents, and data of HFHLS related to the Program for purposes of monitoring compliance with this MOU, Program Guidelines, and applicable law. HFHLS shall cooperate fully with any such audit or review.

Nothing in this section shall be construed to limit the authority of the City, the Auditor General, or any other governmental entity with jurisdiction to access records as permitted by law.

# **8. PUBLICITY, CONFIDENTIALITY, AND USE OF CITY IDENTITY**

## **8.1 Publicity and Communications**

HFHLS may acknowledge the existence of the partnership created by this MOU for general informational purposes; however, any press releases, media statements, publications, social media posts, marketing materials, or other public communications that reference the Program or the City shall require the prior written approval of the City.

HFHLS shall not use the City's name, logo, seal, trademarks, or other identifying symbols in any manner that suggests City endorsement of HFHLS or its activities beyond the scope of this Program, nor in any political or advocacy-related materials.

## **8.2 Homeowner Privacy and Consent**

HFHLS shall not disclose, publish, or use any homeowner's name, image, likeness, address, story, or other personally identifiable information in connection with the Program without the prior written consent of the homeowner and the City's approval. Any such use shall be limited to the specific purpose authorized and shall comply with applicable privacy laws.

### **8.3 Confidential and Exempt Information**

HFHLS shall protect from disclosure any information that is confidential or exempt from public records disclosure under Florida law and shall not release such information except as authorized by the City or required by law. HFHLS shall immediately notify the City of any request, inquiry, or demand for disclosure of confidential or exempt information related to the Program.

### **8.4 No Implied Endorsement**

Nothing in this MOU shall be construed to authorize HFHLS to represent that the City endorses HFHLS, its programs, or its fundraising activities. HFHLS shall ensure that all public references to the Program are accurate and do not create any misleading impression regarding the City's role or responsibilities.

## **9. INDEPENDENT CONTRACTOR; NO AGENCY; NO THIRD-PARTY BENEFICIARIES**

### **9.1 Independent Contractor Status**

HFHLS is and shall remain an independent contractor in the performance of this MOU. Nothing contained herein shall be deemed or construed to create a partnership, joint venture, agency, or employment relationship between the City and HFHLS, or between the City and any officer, employee, subcontractor, or volunteer of HFHLS.

HFHLS shall have no authority to bind the City, to incur obligations on behalf of the City, or to represent that it has any such authority.

### **9.2 No Control Over Means and Methods**

The City shall not exercise control over, nor be responsible for, the means, methods, techniques, sequences, or procedures by which HFHLS performs the services contemplated by this MOU. Any review or approval by the City of plans, scopes of work, or documentation shall be for the limited purpose of program compliance and shall not be construed as supervision or control of HFHLS's work.

### **9.3 No Third-Party Beneficiaries**

Nothing in this MOU is intended to, nor shall it be construed to, create any right, benefit, or cause of action in or on behalf of any third party, including but not limited to Program participants, property owners, subcontractors, suppliers, lenders, or volunteers. All duties and obligations under this MOU are owed solely between the Parties.

## **10. GENERAL PROVISIONS**

### **10.1 Warranty and Correction of Work**

HFHLS shall provide a minimum one (1) year workmanship warranty for all repairs performed under the Program. HFHLS shall, at no cost to the City, promptly correct any defects in workmanship identified during the warranty period.



## **10.2 Conflicts of Interest**

HFHLS shall not perform Program-funded work on any property owned by HFHLS officers, directors, employees, or volunteers, or by any City official or City employee, unless such interest is fully disclosed in advance and approved in writing by the City Manager or the City Manager's designee.

## **10.3 Suspension of New Work**

The City reserves the right, in its sole discretion, to suspend acceptance of new Program applications or projects at any time due to funding limitations, compliance concerns, changes in law, or other operational or policy considerations, without such suspension constituting a breach of this MOU.

## **10.4 E-Verify Compliance**

Pursuant to section 448.095, Florida Statutes, HFHLS shall register with and use the federal E-Verify system to verify the employment eligibility of all newly hired employees. HFHLS shall require all subcontractors performing work under this MOU to comply with section 448.095, Florida Statutes. Failure to comply with this section shall constitute a material breach of this MOU.

## **10.5 Assignment**

HFHLS shall not assign, transfer, or subcontract this MOU or any portion thereof without the prior written consent of the City, which may be granted or withheld in the City's sole discretion. Any attempted assignment without such consent shall be void.

## **10.6 Compliance with Laws**

HFHLS shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of this MOU.

## **10.7 Governing Law and Venue**

This MOU shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action arising out of this MOU shall lie exclusively in Lake County, Florida.

## **10.8 Severability**

If any provision of this MOU is held invalid, illegal, or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

## **10.9 Waiver**

The failure of the City to insist upon strict performance of any provision of this MOU shall not be deemed a waiver of the City's right to enforce such provision at a later time.

## **10.10 Entire Agreement; Amendments**

This MOU constitutes the entire agreement between the Parties and supersedes all prior negotiations or agreements. This MOU may be amended only by written instrument approved by the City Commission or by the City Manager if authorized by Commission action.

### **10.11 Authorized City Representative**

The City Manager, or the City Manager's designee, is hereby designated as the City's authorized representative for purposes of administering this MOU, including approving Program Guidelines, project approvals, suspensions, extensions, and other administrative actions consistent with this MOU and any applicable City Commission authorization.

### **10.12 Notices**

All notices required or permitted under this MOU shall be in writing and shall be deemed given when delivered personally, sent by recognized overnight courier, sent by certified mail (return receipt requested), or sent by electronic mail as provided below.

Electronic mail notice shall be deemed received only if (i) a reply is sent by the recipient acknowledging receipt, or (ii) a read-receipt or other electronic confirmation of receipt is generated and received by the sender.

Notices shall be sent to the following addresses, or to such other address as a Party may designate by written notice:

#### **If to the City:**

City of Eustis

Attention: City Manager (or designee)

Address: 10 N. Grove Street, Eustis, FL 32726

Email: [carrinot@eustis.org](mailto:carrinot@eustis.org)

#### **If to HFHLS:**

Habitat for Humanity of Lake-Sumter, Florida, Inc.

Attention: President & CEO

Address: 906 Avenida Central, The Villages, FL 32159

Email: [Danielle@habitatls.org](mailto:Danielle@habitatls.org)

### **10.13 Counterparts; Electronic Signatures**

This MOU may be executed in counterparts, each of which shall be deemed an original, and signatures transmitted electronically or by PDF shall be deemed original signatures.

## **11. EXECUTION**

**IN WITNESS WHEREOF**, the Parties have executed this MOU by their duly authorized officials.

CITY OF EUSTIS

By: \_\_\_\_\_  
Tom Carrino, City Manager

Date: \_\_\_\_\_

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Danielle Stroud, President & CEO