

**RESOLUTION CRA-R-2022-16**

A RESOLUTION OF THE TOWN EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOECRA AND TOWN OF EATONVILLE, FLORIDA AUTHORIZING THE TOECRA BOARD CHAIRPERSON TO EXECUTE SAME, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

**WHEREAS**, by the enactment of Orange County Ordinance 97-M-14 in 1997, the Town Council of the Town of Eatonville, Florida, created a Community Redevelopment Trust Fund to address blighted areas within the Community Redevelopment Area; and

**WHEREAS**, the TOECRA desires to enter an Interlocal Agreement ("Agreement") with the Town of Eatonville, Florida by which the Town will provide staff to TOECRA and which will outline the scope of services and responsibilities of the parties; and

**WHEREAS**, the Agreement is made and entered into between the parties pursuant to § 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

**WHEREAS**, pursuant to the Agreement the Town of Eatonville Finance Department will handle all financial duties of TOECRA and the Town Clerk's office will handle all record keeping, minutes, coordination and communication with TOECRA directors; and

**WHEREAS**, the Agreement also permits the Town, with TOECRA Board approval, to provide additional staff to assist TOECRA, in return for TOECRA's agreement to reimburse Town for same.

**NOW THEREFORE**, The TOECRA hereby resolves as follows:

**SECTION ONE:** The TOECRA agrees to enter into the Agreement with the Town of Eatonville attached hereto as Exhibit "A" attached hereto and authorizes the TOECRA Board Chairperson to execute same on behalf of the Agency.


**SECTION TWO - CONFLICTS:** All Resolutions or parts of Resolutions in conflict with any other Resolution or any of the provisions of the Resolution is hereby repealed.

**SECTION THREE - SEVERABILITY:** If any section or portion of a section of this Resolution is found 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 FOUR - EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 16 day August 2022.

TOECRA  
  
Angie Gardner, Chair

ATTEST:  
  
Veronica King, Town Clerk

# INTERLOCAL AGREEMENT BETWEEN THE TOWN OF EATONVILLE AND THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

This Interlocal Agreement is made and entered into this 16 day of August 2022, by and between the Town of Eatonville ("Town"), a municipal corporation of the State of Florida and the Town of Eatonville Community Redevelopment Agency ("TOECRA"), a redevelopment agency established pursuant to Florida law, to allow the Town to provide services for TOECRA in return for reimbursement.

SECTION ONE - **Term:** This Interlocal Agreement ("Agreement") will be effective starting August 16, 2022 and will remain in effect until or unless terminated by either party or until the termination of TOECRA. This Agreement may be terminated by the TOWN or TOECRA upon at least thirty (30) days' advance written notice to the other party. Upon termination of the Agreement, the TOWN shall transfer to TOECRA copies of any documents, data, and information requested by TOECRA relating to the services accomplished and/or provided herein. Regardless of the termination of this Agreement, TOECRA shall pay to the TOWN the balance on any outstanding statements or statements for costs incurred but not yet billed as of the termination date. The Town shall also return to TOECRA all unused prepaid funds provided to the Town by the TOECRA.

SECTION TWO - **NOTICE:** Thirty (30) days' advance written notice of termination of the Agreement by either party shall be given in writing and hand-delivered or mailed to the other party, return receipt requested. Whenever any party desires to give a required notice under this Agreement to any other party, the notice must be written notice, sent by certified United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended.

SECTION THREE - **SERVICES:** The TOWN agrees to perform the following functions and duties in accordance with established procedures or in the absence of same, as provided for by the TOWN in the conduct of its own affairs:

3.1 The TOWN shall provide financial services which shall include, but not be limited to, management of TOECRA fiscal accounts, investment of TOECRA assets, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs in accordance with Town Policies and Procedures related thereto.

3.2 The TOWN shall, when requested by TOECRA, provide personnel services which shall include, but not be limited to, staff recruitment, record retention with respect to personnel actions and such other personnel services as may be needed.

3.3 The TOWN shall, when requested by TOECRA provide legal, engineering and planning services to advise TOECRA and to assist in the implementation of the Plan, whether this provide by current staff or outside consultant and legal services.

## Exhibit "A"

3.4 TOECRA will be permitted to utilize the services of the TOWN's Purchasing Division with respect to purchasing services and goods necessary for the operation of TOECRA.

3.5 TOECRA will be permitted to utilize the services of the TOWN's Public Works Department with respect to design services and construction services necessary for the operation of TOECRA activities, with the exception of project management services, for which a separate fee will be paid by TOECRA, at TOECRA's sole discretion as to necessity to retain project management services.

3.6 TOECRA may request the TOWN to provide other special services on occasion not initially set forth in this Agreement, subject to the TOWN's agreement to do so.

**SECTION FOUR - REIMBURSEMENT AND COMPENSATION:** In consideration of providing the services described in SECTION 3 hereof by the TOWN commencing from August 16, 2022, TOECRA will compensate the TOWN, to the extent funds of TOECRA are budgeted and available and eligible for approved payments in accordance with Section 163.387(6). TOECRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act but may not exceed the amount lawfully apportioned and spent by the TOWN in providing said services to TOECRA, and shall not reimburse the TOWN for any expenditures related solely to the conduct of TOWN business or to the TOWN's ordinary operating expenses. It is recognized and acknowledged that full compensation of amounts owed the TOWN by TOECRA should be processed by the 20th day of each month. The TOWN must invoice the TOECRA with all supporting documents supporting all charges.

### **SECTION FIVE - MISCELLANEOUS:**

5.1 Annual Statement and Payment. The TOWN shall prepare and present TOECRA with an annual statement in time for the preparation and submission of TOECRA's annual budget. The annual statement shall reflect current year anticipated costs and all unpaid obligations from prior periods.

5.2 Continued Cooperation. This Agreement assumes close coordination and cooperation between TOECRA and essential TOWN staff and TOWN functions particularly regarding financial administration, reporting, and auditing; and administration and implementation of the TOECRA Redevelopment Plan and capital projects.

5.3 Records. The TOWN and TOECRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by TOECRA and said records shall be kept and maintained for the statutorily required period after the completion of all work to be performed pursuant to this Agreement.

5.4 Sovereign immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the TOWN as set forth in Section 768.28, Florida Statutes.

**Exhibit "A"**

**5.5 Independent Contractor.** The TOWN is an independent contractor under this Agreement. Personal services provided by the TOWN shall be by employees of the TOWN and subject to supervision by the TOWN, and not as officers, employees, or agents of TOECRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the TOWN.

**5.6** This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by TOECRA or the TOWN, without the prior written consent of the non-assigning party.

**5.7** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**5.8 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

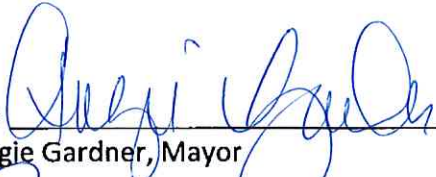
**5.9 Governing Law.** This Agreement shall be governed by the law of the State of Florida with venue lying in Orange County.

**5.10 Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that 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 representation or agreements, whether oral or written.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed as of the day and year first written above.

Exhibit "A"

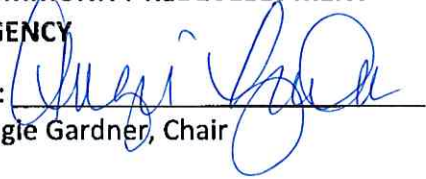
TOWN OF EATONVILLE

By:   
Angie Gardner, Mayor

ATTEST:

  
Veronica King, Town Clerk

TOWN OF EATONVILLE  
COMMUNITY REDEVELOPMENT  
AGENCY


By:   
Angie Gardner, Chair

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of August 2022, by Angie Gardner known to be the Mayor of the Town of Eatonville, Florida, and the Chair of the Town of Eatonville Community Redevelopment Agency, respectively, who acknowledged before me that she executed the foregoing instrument for the purposes therein expressed, and that she was duly authorized so to do.

WITNESS my hand and official seal this 16th day of August 2022.

Notary Public  
My Commission Expires



Jonita Robinson  
Notary Public  
State of Florida  
Comm# HH128517  
Expires 5/10/2025

RESOLUTION CRA-R-2022-15

**"RESCINDED"**

**This Interlocal Agreement is made and entered into this 19TH Day of July 2022 by and between the Town of Eatonville Community Redevelopment Agency (CRA), a redevelopment agency established pursuant to law. and Town of Eatonville (Town), a municipal corporation of the State of Florida. TO Allow for the Town to provide Services for the CRA providing conflicts, severability, and effective date**

**WHEREAS**, by the enactment of an Orange County Ordinance 97-M-14 in 1997, the Town Council of the Town of Eatonville, Orange County, Florida, created a Community Redevelopment Trust Fund to address blighted areas within the CRA District and

**WHEREAS**, the CRA of the Town of Eatonville, Orange County, Florida desires to enter into an Interlocal Agreement with the Town of Eatonville to provide staff to the CRA and outlining the scope of services and responsibilities of the parties and

**WHEREAS**, this agreement is made and entered between the parties pursuant to section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

**WHEREAS**, the Town of Eatonville Finance Department will handle all financial duties of the CRA. and the Town Clerk office will handle all record keeping, minutes and polling of directors and

**WHEREAS**, the Town will also provide additional staff to assist the CRA, for which the CRA agrees to reimburse the Town; and

**WHEREAS**,

**NOW THEREFORE**, The CRA hereby approves the collaboration between Town staff and CRA to assist in carrying out the duties of the Community Redevelopment Agency and of the mutual advantages to be realized by the parties hereto, the Town and CRA agree as follows:

**SECTION ONE: Term**: This Interlocal Agreement will be effective starting July 19, 2022 and will remain in effect unless terminated by either one of the parties. This Agreement may be terminated by the TOWN or the CRA upon at least thirty (30) days' advance written notice to the other party. After termination of the Agreement, the TOWN shall transfer to the CRA copies of any documents, data, and information requested by the CRA relating to the services accomplished herein. Regardless of the termination of this Agreement, the CRA shall pay to the TOWN any outstanding statements or statements for costs incurred but not billed as of the termination date. The Town shall also return to the CRA any and all unused prepaid funds provided to the Town by the CRA

**SECTION TWO: NOTICE**: Sixty (30) days' notice by either party to the other pursuant to the Interlocal Agreement shall be given in writing and hand delivered or mailed. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery. addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section.

**SECTION THREE: SERVICES:** The TOWN agrees to perform the following functions and duties in accordance with established procedures or in the absence of same, as provided for by TOWN in the conduct of its own affairs.

- 3.1 The TOWN shall provide financial services which shall include, but not be limited to, management of CRA fiscal accounts, investment of CRA assets, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs in accordance with Town Policies and Procedures related thereto.
- 3.2 The TOWN shall, when requested by the CRA, provide personnel services which shall include, but not be limited to, staff recruitment, record retention with respect to personnel actions and such other personnel services as may be needed.
- 3.3 The TOWN shall, when requested by the CRA provide legal, engineering and planning services to advise the CRA and to assist in the implementation of the Plan, whether this provide by current staff or outside consultant and legal services.
- 3.4 The CRA will be permitted to utilize the services of the TOWN's Purchasing Division with respect to purchasing services and goods necessary for the operation of the CRA.
- 3.5 The CRA will be permitted to utilize the services of the TOWN's Public Works Department with respect to design services and construction services necessary for the operation of CRA activities, with the exception of project management services, for which a separate fee will be paid by the CRA, at the CRA's sole discretion as to necessity to retain project management services.
- 3.6 The CRA may request the TOWN to provide other special services on occasion not initially set forth in this Agreement, subject to the TOWN's agreeing to do so.

**SECTION FOUR: REIMBURSEMENT AND COMPENSATION.** In consideration of providing the services described in SECTION 3 hereof by the TOWN commencing from July 19, 2022, the CRA will compensate the TOWN, to the extent funds of the CRA are budgeted and available and eligible for payment in accordance with Section 163.387(6). The CRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act. It is recognized and acknowledged that full compensation to the TOWN by the CRA should be handled by the 20<sup>th</sup> day of each month. The Town should invoice the CRA with all supporting documents.

**SECTION FIVE: MISCELLANEOUS:**

- 5.1 Annual Statement and Payment. The TOWN shall prepare and present to the CRA an annual statement in time for the preparation and submission of the CRA annual budget. The annual statement shall reflect current year anticipated costs and all unpaid obligations from prior periods.
- 5.2 Continued Cooperation. This Agreement assumes the close coordination and cooperation between the CRA and essential TOWN staff and TOWN functions particularly regarding financial administration, reporting, and auditing; and administration and implementation of the Plan and capital projects

**5.3 Records.** The TOWN and the CRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by CRA and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

**5.4 Sovereign immunity.** Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the TOWN as set forth in Section 768.28, Florida Statutes.

**5.5 Independent Contractor.** The TOWN is an independent contractor under this Agreement. Personal services provided by the TOWN shall be by employees of the TOWN and subject to supervision by the TOWN, and not as officers, employees, or agents of the CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the TOWN

**5.6** This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the CRA or the TOWN, without the prior written consent of the non-assigning party.

**5.7** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith

**5.8 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**5.9 Governing Law.** This Agreement shall be governed by the law of the State of Florida with venue lying in Orange County.

**5.10 Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that 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 representation or agreements, whether oral or written.

**SECTION SIX: CONFLICTS:** All Resolutions or parts of Resolutions in conflict with any other Resolution or any of the provisions of the Resolution is hereby repealed.

**SECTION SEVEN: SEVERABILITY:** If any section or portion of a section of this Resolution is found 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 EIGHT: EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption. PASSED AND ADOPTED this \_\_\_ day July 2022.



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

**TOWN OF EATONVILLE**

By: Angie Gardner  
Angie Gardner, Mayor

ATTEST:  
Veronica King

Veronica King, Town CLERK

Town Attorney

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2022, by Angie Gardner and Veronica King, to me known to be the Mayor and Town Clerk, respectively, of the Town of Eatonville, Florida, and who acknowledged before me that they executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized so to do.

WITNESS my hand and official seal this 19<sup>th</sup> day of July, 2022.

Jonita Robinson

Notary Public

My Commission Expires



Jonita Robinson  
Notary Public  
State of Florida  
Comm# HH128517  
Expires 5/10/2025

TOWN OF EATONVILLE COMMUNITY  
REDEVELOPMENT AGENCY

By: Angie Gardner  
Angie Gardner, CHAIRMAN

ATTEST:

Angie Gardner, DIRECTOR

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_ day of

Angie Gardner and \_\_\_\_\_ to me known to be the  
Chairman and Director respectively, of the Community Redevelopment Agency of the  
Town of Eatonville, Florida, and who acknowledged before me that they executed the foregoing  
instrument for the purposes therein expressed, and that they were duly authorized so to do.

WITNESS my hand and official seal this 19th day of July, 2022.

Jonita Robinson

Notary Public

My Commission Expires



Jonita Robinson  
Notary Public  
State of Florida  
Comm# HH128517  
Expires 5/10/2025