

## RESOLUTION 2023-17

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE MAYOR 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 Town Council of the Town of Eatonville, Florida, desires to enter an Interlocal Agreement ("Agreement") with the Town of Eatonville Community Redevelopment Agency ("TOECRA") 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 to provide additional staff to assist TOECRA, in return for TOECRA's agreement to reimburse Town for same.

**NOW THEREFORE**, The Town Council hereby resolves as follows:

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

**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or parts of Resolutions in conflict with any other Resolution or any of the provisions of the Resolution is hereby repealed.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 19 day September 2023.

**TOWN OF EATONVILLE**

\_\_\_\_\_  
Angie Gardner, Mayor

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 19 day of September 2023, 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 September 19, 2023 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 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.

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 September 19, 2023, TOECRA will compensate the TOWN, to the extent funds of TOECRA are budgeted and available and eligible for payment 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 20<sup>th</sup> 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.

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.

**TOWN OF EATONVILLE TOWN OF EATONVILLE  
COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Angie Gardner, Mayor

By: \_\_\_\_\_  
Angie Gardner, Chair

ATTEST:

\_\_\_\_\_  
Veronica King, Town Clerk

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September 2023, 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 \_\_\_\_ day of September 2023.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**Exhibit "A"**