



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
JANUARY 23, 2025, AT 6:30 PM
Cover Sheet

***NOTE** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)*

ITEM TITLE: Resolution # CRA-R-2025-02 Amending of TOE and TOECRA Interlocal Agreement

COMMUNITY REDEVELOPMENT ACTION:

| | | |
|-----------------------|---|---------------------------------------|
| CRA DECISION | X | Department: |
| CONSENT AGENDA | | Exhibits: Interlocal Agreement |
| NEW BUSINESS | X | |
| ADMINISTRATIVE | X | |
| CRA DISCUSSION | | |
| | | |

REQUEST: Approval of Resolution # CRA-R-2025-02

SUMMARY: The Town of Eatonville and the TOECRA entered into an Interlocal Agreement to ensure the efficient operations of the TOECRA were carried out in a timely manner due to the absence of an Executive Director and per the 1997 CRA Plan. In November of this year an Executive Director was hired which makes this agreement as written not necessary. In effort to it definitive as to services rendered and payment of these amendments to this Interlocal Agreement will allow for the Town of Eatonville Administration and the Executive Director clear roles and responsibilities and will require both the TOWN and TOECRA approvals

RECOMMENDATION: Approval of Resolution # CRA-R-2025-02

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION #CRA-R-2025-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS AMENDING THE TOWN OF EATONVILLE AND THE TOECRA INTERLOCAL AGREEMENT FOR OPERATION PURPOSES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

WHEREAS, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

WHEREAS the TOECRA Board of Directors has hired a new Executive Director to oversee day-to-day operations and management of TOECRA; and

WHEREAS the TOECRA Board of Directors intent is to amend the existing Interlocal Agreement with the Town of Eatonville for purpose for future collaboration and operational needs; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA,

SECTION ONE: BACKGROUND: The Town of Eatonville and the TOECRA entered into an Interlocal Agreement to ensure the efficient operations of the TOECRA were carried out in a timely manner due to the absence of an Executive Director and per the 1997 CRA Plan. In November of this year an Executive Director was hired which makes this agreement as written not necessary. Amending this Interlocal Agreement will be for the Town of Eatonville Administration and the Executive Director to work in harmony in addressing needs of the community and CRA District.

SECTION TWO: PURPOSE: Allow the TOECRA Administration and the Town's Administration the ability to work together in addressing needs of the community and CRA District.

SECTION THREE: CONFLICTS: All Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are hereby repealed.

SECTION FOUR: 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.

EFFECTIVE DATE: This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 20____.

ATTEST:

Veronica L. King, Town Clerk

Angie Gardner, Chairwoman

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

This Interlocal Agreement is made and entered into this_ day of January 2025, 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 January 23rd, 2025 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. If the TOECRA provides services to the TOWN the TOECRA shall transfer to TOWN copies of any documents, data, and information requested by TOWN relating to the services accomplished and/or provided herein. Regardless of the termination of this Agreement, TOWN shall pay to the TOECRA the balance on any outstanding statements or statements for costs incurred but not yet billed as of the termination date. The TOECRA shall also return to TOWN all unused prepaid funds provided to the TOECRA by the TOWN.

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 account payable and receivable investment of TOECRA assets, payroll, accounting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs in accordance with Town Policies and Procedures and TOECRA Policies and Procedures related thereto.
- 3.2 The TOWN shall, when requested by TOECRA, provide personnel services which shall include, limited to, staff recruitment to include background checks and drug screening, 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 is provided 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 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 January 23_, 2025, 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 to 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. Additionally, TOECRA in providing said services to TOWN, and shall not reimburse the TOECRA for any expenditures related solely to the conduct of TOECRA business or to the TOECRA's ordinary operating expenses. It is recognized and acknowledged that full compensation of amounts owed to the TOECRA by TOWN should be processed by the 20th day of each month. The TOECRA must invoice the TOWN with all supporting documents supporting all charges. An obligation to pay and indebtedness in accordance with the Act but may not exceed the amount lawfully apportioned and spent by the TOECRA in providing said services to TOWN.

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's 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 and TOECRA are an independent contractor under this Agreement. 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.

Angie Gardner, Mayor

Angie Gardner, Chairwoman

ATTEST:

Veronica King, Town Clerk