



HISTORIC TOWN OF EATONVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY AGENDA



AMENDED

Thursday, June 18, 2026 at 6:30 PM

Town Hall - 307 E Kennedy Blvd

Please note that the HTML versions of the agenda and agenda packet may not reflect changes or amendments made to the agenda.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION AND PLEDGE OF ALLEGIANCE
- IV. PRESENTATIONS
 1. 1887 Night Market (**Julian Johnson**)
 2. TIF (Tax Increment Financing) regarding TOE debt to TOECRA
- V. CITIZEN PARTICIPATION (**Three minutes strictly enforced**)
- VI. CONSENT AGENDA
 - [3.](#) Approval of Resolution CRA-R-2026-17 Project Restriction Removal and Authorizations
 - [4.](#) Approval of Resolution CRA-R- 2026-18 Approving the March 2026 Financials
 - [5.](#) Approval of Resolution CRA-R- 2026-19 Approving the April 2026 Financials
 - [6.](#) Approval of Resolution CRA-R- 2026-20 Approving the May 2026 Financials
 - [7.](#) Approval of Resolution CRA-R-2026-21 Board of Directors Special Meeting Minutes March 31, 2026
 - [8.](#) Approval of Resolution CRA-R-2026-22 Board of Directors Special Meeting Minutes April 13, 2026
 - [9.](#) Approval of Resolution CRA-R-2026-23 Board of Directors Special Meeting Minutes April 30, 2026
 - [10.](#) Approval of Resolution CRA-R-2026-24 Board of Directors Special Meeting Minutes May 7, 2026
- VII. BOARD DISCUSSION
 11. David Smith Project Manager – General Contractor (**Via Zoom**)
- VIII. BOARD DECISIONS
 - [12.](#) Approval of Resolution CRA-R-2026-25 Waiving Penalties and Interest owed to TOE CRA by the TOE
 - [13.](#) Approval of Resolution CRA-R-2026-26 Accepting United Arts of Central Florida Grant Funding as approved by the Orange County Board of County Commissioners
 - [14.](#) Approval of Resolution CRA-R-2026-27 Accepting Orange County CDBG Grant as approved by Orange County Board of County Commissioners
- IX. STAFF REPORTS
- X. BOARD REPORTS
- XI. ADJOURNMENT

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****PUBLIC NOTICE****

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26

RESOLUTION CRA-R-2026-17

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS REMOVING ALL PROJECT RESTRICTIONS FROM EXISTING PROJECTS AND PROVIDE LINE OF CREDIT AUTHORIZATION AND SIGNATURE REQUIREMENTS, 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 Board of 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 Board of Directors implemented a temporary freeze on spending for projects that exceed \$25,000.00 which included the Orange County CDGB Grant, AACH Grant, Senior and Wellness Recreation Center Project, Municipal Parking / Stormwater Project and the Six (6) Single-Family Housing Project; and

WHEREAS, the Board of Directors of the TOECRA has received project updates on each in-progress projects as requested and understand that certain projects are time sensitive and require immediate attention: and

WHEREAS the Board of Directors wishes to timely complete all designated project in a timely and efficient manner and authorizes the Executive Director to proceed with all designated projects removing any restrictions; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY , THE FOLLOWING:

SECTION ONE: RESTRICTION REMOVAL The Board of Directors of the TOECRA remove all project restrictions previously place on projects by the Board of Directors.

SECTION TWO: AUTHORIZATION. The Board of Directors of the TOECRA gives the Executive Director permission to proceed with projects as approved by the Board of Directors.

SECTION THREE: REQUIREMENTS . The Board of Directors of the TOECRA requires monthly progress updates from the Executive Director on all projects going forward. All board members and the Executive Director shall be signers on the Line of Credit (LOC) Account with Seacoast Bank with a two (2) signature requirement on draw documents and request for draws. The following names shall appear on signature card for the Line of Credit (LOC):

- | | |
|------------------|------------|
| Ruthi Critton | Chair |
| Angela Thomas | Vice Chair |
| Ladwyana Jorda | Director |
| Wanda Randolph | Director |
| Tarus Mack | Director |
| Donovan Williams | Director |

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.

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

PASSED AND ADOPTED this 18TH of June, 2026.

Ruthi Critton, Chair

ATTEST:

Veronica King, Town Clerk/Board Clerk



**HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
JUNE 18, 2026, AT 6:30 PM
Cover Sheet**

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

ITEM TITLE: Approval of Resolution CRA–R– 2026-18 Approving the March 2026 Financials (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

| | | |
|-----------------------|-----|--|
| CRA DECISION | YES | Department: ADMINISTRATION |
| CONSENT AGENDA | YES | Exhibits: • RESOLUTION CRA-R-2026-18 |
| NEW BUSINESS | | |
| ADMINISTRATIVE | | |
| CRA DISCUSSION | | |

REQUEST: Approval of Resolution CRA–R–2026-18

SUMMARY: Going forward the Board of Directors will need to approve the monthly financial of the CRA. This is a consent agenda item.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2026-18

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-18

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE MARCH 2026 FINANCIALS AND 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 is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner; and

WHEREAS the TOECRA Board of Directors will review and approve all monthly financial reports: and

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

SECTION ONE: AMENDMENTS. The TOECRA Board of Directors will review and approve all monthly financial reports in good stewardship of the CRA Trust Account.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 18th day of JUNE 2026.

Ruthi Critton, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



**HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
JUNE 18, 2026, AT 6:30 PM
Cover Sheet**

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

ITEM TITLE: Approval of Resolution CRA–R– 2026-19 Approving the April 2026 Financials (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

| | | |
|-----------------------|-----|--|
| CRA DECISION | YES | Department: ADMINISTRATION |
| CONSENT AGENDA | YES | Exhibits: • RESOLUTION CRA-R-2026-19 |
| NEW BUSINESS | | |
| ADMINISTRATIVE | | |
| CRA DISCUSSION | | |

REQUEST: Approval of Resolution CRA–R–2026-19

SUMMARY: Going forward the Board of Directors will need to approve the monthly financial of the CRA. This is a consent agenda item.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2025-19

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-19

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE APRIL 2026 FINANCIALS AND 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 is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner; and

WHEREAS the TOECRA Board of Directors will review and approve all monthly financial reports: and

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

SECTION ONE: AMENDMENTS. The TOECRA Board of Directors will review and approve all monthly financial reports in good stewardship of the CRA Trust Account.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 18th day of JUNE 2026.

Ruthi Critton, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

JUNE 18, 2026, AT 6:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA–R– 2026-20 Approving the May 2026 Financials (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

| | | |
|----------------|-----|--|
| CRA DECISION | YES | Department: ADMINISTRATION |
| CONSENT AGENDA | YES | Exhibits: • RESOLUTION CRA-R-2026-20 |
| NEW BUSINESS | | |
| ADMINISTRATIVE | | |
| CRA DISCUSSION | | |

REQUEST: Approval of Resolution CRA–R–2026-20

SUMMARY: Going forward the Board of Directors will need to approve the monthly financial of the CRA. This is a consent agenda item.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2025-20

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-20

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE MAY 2026 FINANCIALS AND 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 is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner; and

WHEREAS the TOECRA Board of Directors will review and approve all monthly financial reports: and

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

SECTION ONE: AMENDMENTS. The TOECRA Board of Directors will review and approve all monthly financial reports in good stewardship of the CRA Trust Account.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 18th day of JUNE 2026.

Ruthi Critton, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



**HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
JUNE 18, 2026, AT 6:30 PM
Cover Sheet**

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

ITEM TITLE: Approval of Resolution CRA-R-2026-21 Board of Directors Special Meeting Minutes March 31, 2026

COMMUNITY REDEVELOPMENT ACTION:

| | | |
|-----------------------|-----|--|
| CRA DECISION | YES | Department: ADMINISTRATION |
| CONSENT AGENDA | YES | Exhibits: <ul style="list-style-type: none"> • RESOLUTION CRA-R-2026-21 • Special Meeting Minutes for March 31, 2026 |
| NEW BUSINESS | | |
| ADMINISTRATIVE | | |
| CRA DISCUSSION | | |

REQUEST: Approval of Resolution CRA-R-2026-21

SUMMARY: The Board of Directors will need to approve the March 31, 2026, special meeting minutes of the TOE CRA.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2026-21.

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-21

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE BOARD OF DIRECTORS SPECIAL MEETING MINUTES FOR MARCH 31, 2026, AND 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 is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner and document meetings of the Board of Directors through minutes and recordings; and

WHEREAS the TOECRA Board of Directors will review and approve all Board of Directors meeting minutes: and

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

SECTION ONE: APPROVAL. The TOECRA Board of Directors will review and approve all meeting minutes of the agency.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 18th day of JUNE 2026.

Ruthi Critton, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



HISTORIC TOWN OF EATONVILLE, FLORIDA

COMMUNITY REDEVELOPMENT AGENCY

SPECIAL MEETING MINUTES

Thursday, March 31, 2026, at 6:30 PM

Town Hall (Council Chambers) – 307 E. Kennedy Blvd

SPECIAL NOTICE: These meeting minutes are presented in an abbreviated format intended as a public record discussion of stated meeting according to the Florida's Government-in-the-Sunshine law. Meetings are opened to the public, noticed within reasonable advance notice, and transcribed into minutes for public record. ***Audio Recording are available through the Town's website on the Board Agenda Page.*

CALL TO ORDER – Chair Ruthi Critton called the meeting to order at 6:30 p.m.

ROLL CALL – Quorum was established through roll call by Ms. Bellenger.

PRESENT: (6) Chair Ruthi Critton, Director Donovan Williams (arrived after roll call), Director Tarus Mack, Director LaDwyana Jordan, Vice Chair Angela Thomas, Director Wanda Randolph

STAFF: (8) Marissa Bellenger, **Records Coordinator**; Veronica King, **Town Clerk**; Greg Jackson, **CRA Attorney**; Paula Bradshaw, **CRA Fiscal Coordinator**; Chenea Henson, **CRA Staff**; Shakeila Jones, **CRA Staff**; Detective Fraser, **Eatonville Police Department**; Lieutenant Lampkin, **EPD**

INVOCATION AND PLEDGE OF ALLEGIANCE

Chair Critton led the invocation through a Moment of Silence followed by the Pledge of Allegiance

CITIZEN PARTICIPATION:

Ryan Novak – Mr. Novak began by addressing a public records request he submitted. I submitted a request on projects and received an unlawful response from the CRA Executive Director. The documents I asked for all exist. The law does not say an agency can withhold because there is no list. This is stonewalling. If I prevail, this agency will pay financially. If these records are not produced, litigation will be my next step. In addition, the evaluation framework was seemingly brought forth by the Executive Director. Mr. Novak asked for clarification.

Joyce Irby – Ms. Irby recited a public comment she made two years ago regarding the process for selecting a CRA Executive Director.

Michelle Fort – (A resident yielded their time to Ms. Fort, allowing her five minutes) I am experiencing the same frustration as Ryan Novak in regard to CRA public records request. She stated that financially, we have someone in the fiscal position that does not have a procurement background. In addition, how can you have someone do their own evaluation? Ms. Fort stated that the City of Delray Beach does it right and expanded on how good their process is. We have three projects—where are we getting this revenue from? As for the CRA project process, who is reviewing the CRA agreements? Attorney Shepard has stated that the terms are not good. Ms. Fort requested that the CRA Board check the CRA administration's power. We need to do something. Attorney Jackson responded to Ms. Fort's comments by stating that the City of Delray is currently being investigated.

CONSENT AGENDA:

Chair Critton gave Board members a chance to comment on CRA financials. Director Randolph – I need ample amount of time to review January and February financials. She requested that they table. Director Mack – I concur with Director Randolph and would like to give her an opportunity to review the financials. Vice Chair Thomas asked if they could have an open meeting to discuss finances. **Chair Critton MOTIONS to TABLE Items 1 and 2 (January/February Financials) and APPROVE Item 3 (Board of Directors Meeting Minutes for January 15, 2026); moved by Director Mack, second by Vice Chair Thomas. AYE: ALL, MOTION PASSES.**

BOARD DISCUSSION:

Executive Directors Annual Evaluation Form and Criteria – Chair Critton began discussion by stating that she would like the Board to establish what the evaluation looks like. Instead of establishing and moving forward, I suggest that we establish the criteria then move forward at a regular meeting with a formal evaluation. Director Mack concurred with Chair Critton. Chair Critton – Evaluation handouts were recommended by the Florida Redevelopment Agency. This can be used as a foundation. Executive Director Johnson also provided a template as well as Attorney Jackson. Vice Chair Thomas – What am I evaluating since I am new to the Board? Chair Critton – I had the same question, but I have been on the Board for a while, so I am comfortable doing an evaluation. If it is not the Board's desire to evaluation, we can discuss it. When we got to Item #5, I was going to recommend tabling. Director Jordan suggested doing an evaluation later, perhaps in October, to give the Board time. She asked if the evaluation would be public. Chair Critton – The Clerk and CAO are evaluated publicly. Director Mack – I do not think it is appropriate to evaluate publicly. We are going to have to make our own evaluation. Would it be fair for new members to give an evaluation? Vice Chair Thomas – As far as evaluating, are we doing it based on policy or procedure? I am not HR—where is our HR person, can she do it? She should be able to provide us the information. It is also the Chair's duty. Director Randolph – This is a complicated matter. Looking at these examples, we have not done what we are supposed to be doing. Executive Director Johnson – It is just a structured template. Director Randolph – We need to establish structure and goals. Chair Critton – I agree that we have not established anything which is something we can discuss tonight. We need to set those parameters. On the Town side, they do preparations with evaluations for budget. (Director Williams arrived). We need to evaluate immediately. If not tonight, I ask that we set a reasonable timeline. Director Mack – We can start discussion tonight. Vice Chair Thomas – I do not want to start discussion tonight because anything said would be a personal opinion. I want facts. Chair Critton – What is your recommendation? Vice Chair Thomas – I would like something from HR. Executive Director Johnson – The Town's HR is not the HR for the CRA. Mr. Johnson also explained the evaluation templates he provided. Director Mack – My concern is the separation between the Town and CRA. This needs to be an independent Board. It is something we could possibly entertain. Attorney Jackson – I looked at what other Community Redevelopment Agencies do for evaluation Executive Directors. I have not seen CRAs in the area evaluate the way Del Rey does. I recommended the form Mr. Johnson provided not be an option to evaluate. Executive Directors are given policies and procedures and are judged by how they follow them. I recommend doing an annual State of the Agency that will speak to the agency's success. The State of the Agency could focus on projects as well as policies and procedures. Director Mack – the former Executive Director did the same and I concur with your recommendation, Attorney Jackson. Attorney Jackson – Mr. Johnson also did another process which was coming to the Board and asking for your goals for him to go by. Director Randolph agreed that the evaluation example is not appropriate for an executive and suggested doing either a quarterly or 6-month report. Executive Director Johnson – Every year we are required to do an annual report by March 31st. Attorney Jackson – At the conclusion of the State of the Agency, any Board member could make a motion to terminate. Chair Critton – I am not in favor of this option. I was ready to make a decision on criteria. Our by Laws are not aligned with our policies and procedures. Respectfully, I can give a presentation, but I think there needs to be a criteria. The State of the Agency could be the evaluation criteria. Director Mack – I concur with the Attorney and doing an evaluation the way he sees fit. Director Jordan – Chair Critton, what is the criteria you had in mind? Chair Critton – I like the form that former Mayor Gardner used because it was very thorough and HR approved the form. I am in favor with what the Board chooses. I

personally do not need an address to evaluate the Director. We could use that form and conform it to the CRA by Laws, policies, and procedures. There are a number of CRAs that operate under the administrative side of the Town. We do have the authority to do what we want. In October 2024, we wanted him as a Town employee and HR was at that meeting. I did allow HR to skip this meeting because this Board wanted a separation. I can invite her next time. Director Randolph – How long will an annual report take (to Executive Director Johnson)? Executive Director Johnson – I already sent it to the Board. Director Randolph stated that she would like to motion to accept the report. Attorney Jackson – That would not be appropriate because this is a special meeting. Chair Critton -- (to Director Randolph) do you mean using the report as criteria? Director Randolph – Yes. Director Jordan – Could we have the HR director here for guidance? I would like to make a motion to do so. **Director Jordan MOTIONS to invite the HR director; moved by Director Mack, second by Vice Chair Thomas. MOTION PASSES.**

BOARD DECISIONS:

Approval of Resolution CRA-R-2026-8 Establishing the TOE CRA Executive Director Annual Performance Evaluation Form and Criteria/Process – **Director Critton MOTIONS to TABLE Resolution CRA-R-2026-8; moved by Director Mack, second by Vice Chair Thomas. AYE: ALL, MOTION PASSES. Comments:** Chair Critton asked the Board if they are available Tuesday, April 7, 2026, at 5:30p.m. Ms. Bellenger took a quorum call. Chair Critton – What about an hour before the CRA meeting on April 16th? Vice Chair Thomas commented on a new appointment possibly on April 7th. Chair Critton restates meeting for April 16, 2026, at 5:30p.m. All Board members are available except Vice Chair Thomas. Director Williams – Does ADP provide an evaluation? He suggested that the Board look into it. Executive Director Johnson stated that he could request an ADP representative.

STAFF REPORTS:

CRA Attorney, Greg Jackson – If there is someone to come in and give a recommendation as to how to evaluate someone, that they are given an opinion as to how to evaluate an executive level individual. In addition, one of the requests that were made asked for a retraction regarding the Executive Director’s termination. That retraction as not happened yet.

Town Clerk, Veronica King – Mrs. King stated that they do use ADP on the Town side and HR may be able to provide information during her presentation.

CRA Executive Director, Michael Johnson – Last week we had two major accomplishments. Orange County Board of County Commission approved our sub recipient agreement for the Eatonville Works project. I am working with Tyler from Certified Local Government on insurance. United Arts will be providing funds for the Club Eaton project. Finally, we do need adjustments to the CRA by Laws and procedures.

BOARD REPORTS:

Director, Donovan Williams – I hope the same time and energy is going into Town side evaluations.

Director, Tarus Mack – Director Mack began by thanking everyone for coming out to the meeting. He wished everyone a happy international women’s month. He also congratulated new Board members. He stated that he was glad the Board had brought Mr. Johnson back and thanked Attorney Jackson.

Director, LaDwyana Jordan – Director Jordan requested a presentation on financials by the CRA Executive Director.

Director, Wanda Randolph – None.

Vice Chair, Angela Thomas – Vice Chair Thomas asked about the minor rehab project. Executive Director Johnson stated that there have been no applicants and explained the current active programs the CRA has.

Chair, Ruthi Critton – Chair Critton stated that the Board needs to establish a time to review by Laws. Executive Director Johnson suggested doing a review during workshop. Chair Critton continued by stating that she would like the April 16th meeting to be for evaluations. Director Mack suggested that Mr. Johnson act as HR for the CRA. Executive Director Johnson stated that it can be done with ADP.

ADJOURNMENT Director Critton **MOTIONS** for Adjournment of Meeting (**MOVED** by Vice Chair Thomas; **SECOND** by Director Mack; **AYE: ALL, MOTION PASSES.**) **Meeting Adjourned at 8:12 P.M.**

HANDOUTS: Delray Beach CRA Evaluation Form

Respectfully Submitted By: Marissa Bellenger

ATTEST

Veronica L King, Town Clerk

Ruthi Critton, Chair



HISTORIC TOWN OF EATONVILLE, FLORIDA REGULAR CRA MEETING JUNE 18, 2026, AT 6:30 PM Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA-R-2026-22 Board of Directors Special Meeting Minutes April 13, 2026

COMMUNITY REDEVELOPMENT ACTION:

| | | |
|-----------------------|-----|--|
| CRA DECISION | YES | Department: ADMINISTRATION |
| CONSENT AGENDA | YES | Exhibits: <ul style="list-style-type: none"> • RESOLUTION CRA-R-2026-22 • Special Meeting Minutes for April 13, 2026 |
| NEW BUSINESS | | |
| ADMINISTRATIVE | | |
| CRA DISCUSSION | | |

REQUEST: Approval of Resolution CRA-R-2026-22

SUMMARY: The Board of Directors will need to approve the April 13, 2026, special meeting minutes of the TOE CRA.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2026-22.

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-22

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE BOARD OF DIRECTORS SPECIAL MEETING MINUTES FOR APRIL 13, 2026, AND 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 is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner and document meetings of the Board of Directors through minutes and recordings; and

WHEREAS the TOECRA Board of Directors will review and approve all Board of Directors meeting minutes: and

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

SECTION ONE: APPROVAL. The TOECRA Board of Directors will review and approve all meeting minutes of the agency.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 18th day of JUNE 2026.

Ruthi Critton, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



HISTORIC TOWN OF EATONVILLE, FLORIDA

COMMUNITY REDEVELOPMENT AGENCY

SPECIAL MEETING MINUTES

Monday, April 13, 2026, at 6:30 PM

Town Hall (Council Chambers) – 307 E. Kennedy Blvd

SPECIAL NOTICE: These meeting minutes are presented in an abbreviated format intended as a public record discussion of stated meeting according to the Florida’s Government-in-the-Sunshine law. Meetings are opened to the public, noticed within reasonable advance notice, and transcribed into minutes for public record. ***Audio Recording are available through the Town’s website on the Board Agenda Page.*

CALL TO ORDER – Chair Ruthi Critton called the meeting to order at 6:30 p.m.

ROLL CALL – Quorum was established through roll call by Ms. Bellenger.

PRESENT: (7) Chair Ruthi Critton, Vice Chair Angela Thomas; **Board Members:** Director Donovan Williams, Director Tarus Mack, Director LaDwyana Jordan, Director Wanda Randolph, Director Angela Johnson

STAFF: (7) Marissa Bellenger, **Records Coordinator;** Veronica King, **Town Clerk;** Greg Jackson, **CRA Attorney;** Clifford Shepard, **Town Attorney;** Paula Bradshaw, **CRA Fiscal Coordinator;** Marlin Daniels, **Chief Administrative Officer;** Cpl. Robert Jones, **Eatonville Police Department**

INVOCATION AND PLEDGE OF ALLEGIANCE

Chair Critton led the invocation through a Moment of Silence followed by the Pledge of Allegiance.

CITIZEN PARTICIPATION:

Joyce Irby – Ms. Bellenger read Ms. Irby’s public comment sent via e-mail.

Michelle Fort – (Sue Brown, a resident yielded their time to Ms. Fort, allowing her five minutes) Ms. Fort began her comments by noting that Executive Director Michael Johnson is a Town employee and that the Town pays for his benefits. No authority was given to file a lawsuit. Johnson was insubordinate when he tried to call a special meeting. Ms. Fort stated that Johnson has shown the CRA Board disrespect. She asked who is paying for the CRA attorney. In regard to public records request, the Town staff answers promptly. Why have the CRA not given me my public records? She requested that the Mayor speak to CRA staff. Lastly, she stated that the CRA Board has allowed Executive Director Johnson to have too much power and it needs to be checked.

Ryan Novak – Mr. Novak began by asking if the CRA Board authorized Attorney Jackson to file a complaint. If not, the Board is the plaintiff. Did Attorney Jackson do this on his own? If the Board authorized him to do so, show us. Mr. Novak encouraged the Board to dismiss Attorney Jackson.

Anthony Grant – Mr. Grant began by asking the Board members if they were aware of a policy that gives them permission to direct a lawsuit? He explained how the Town is not suing itself. In regard to the questioning about the grant money his company received, Mr. Grant stated that no one questions Caucasian businesses. In terms of the CRA lawsuit, it needs to be litigated, if not, it will come back again.

NOTES: Before Board Discussion, Chair Critton recited the pledge of civility by Abraham Lincoln.

BOARD DISCUSSION/DECISIONS:

Director Williams began discussion by stating his reasoning behind calling a special meeting. Attorney Jackson addressed discourse surrounding him and the CRA. He stated that as an African American attorney, having his opinions questioned and not a white attorney's is offensive. Executive Director Johnson's rights as an employee of TOECRA have been attacked. The actions of the former Mayor were not lawful. Attorney Jackson also responded to public comments made by citizens. Jackson continued with comments on the lawsuit. He stated that he is acting under the Board's authority because they voted to reinstate Mr. Johnson. Johnson advised him to draft an emergency injunction. Attorney Shepard's March 19th presentation on CRA issues in a non-CRA meeting was a violation of Sunshine Law. He also shared CRA employee information without consent. Attorney Jackson referenced the TOE-TOECRA Interlocal Agreement and clarified that Mr. Johnson is not an employee of the Town. Mr. Johnson's salary is not included in the Town's budget. Attorney Jackson provided handouts to the Board as examples for Johnson's employment with TOECRA. He referenced the Town Charter and stated that the appointment of a CRA Executive Director is not included. In addition, there are irregularities on the Town side with accounting and the CRA. \$322k is due from the Town of Eatonville to the CRA. Attorney Jackson stated that he has to defend his professional reputation and credibility. He reiterated that Johnson is a TOECRA employee and that the Mayor has no authority over the CRA. Only the CRA Chair has the authority to suspend but cannot terminate or interfere with day-to-day duties. He stated that he got his position from Attorney Cliff Shepard in a memo sent July 2022. He ended by stating that the Town administration has taken over accounting for the CRA. Checks are being held in the CAO's office. Meetings are being missed and if bills are not paid, the agency could be in legal trouble. Chair Critton – This has never been about race; we need to stop pushing that narrative. To former Mayor Grant, I apologize for comments made about the grant you received. As for checks, they are not being held and I am working with the CRA fiscal coordinator. Chair Critton also addressed the e-signature requirements and stated that the 286 Shade Meeting needs to be addressed in front of the Board. In addition, Mr. Johnson could have addressed the Board before filing a lawsuit. Attorney Shepard walked us through on the Town side (Council) because it was an administrative action. The Board and Attorney Jackson continued discussion on the CRA by laws and distinction between TOECRA and Town of Eatonville employees. Attorney Jackson emphasized the extensive process of creating CRA by laws. Chair Critton asked Attorney Jackson if there were alternatives for the Board in regard to the lawsuit. Vice Chair Thomas inquired about Florida as a right to work state. Attorney Jackson explained what the injunction lawsuit means for the CRA. Currently, the CRA is in shambles. Vendors are not being paid and grant checklists are not being met. Injunction means restoration until the courts decide. Attorney Jackson also explained what a declaratory judgement is. Director Randolph asked what the timeline of the lawsuit would be. Attorney Jackson – The trial date is set for 2028. Director Randolph – The employee is still terminated. Does he remain out until the trial date? Attorney Jackson – The CRA Chair would become the Executive Director by resolution. He also clarified that Mr. Johnson is not terminated, but the Town is interfering. Chair Critton stated that Mr. Johnson has already been allowed to return and has done so. Director Williams – I would like for CRA business to leave Town Hall with a lease space. Director Johnson – Has a hostile work environment been determined? Attorney Jackson stated that he has already noted the harassment. Chair Critton invited Attorney Shepard to the podium. Director Williams asked Attorney Shepard to explain his 2022 memo regarding CRAs. Attorney Shepard – The Chair does not have any special authority and there is no assumption of the Mayor's authority. Mr. Johnson's tax return will show who his employer is. He is a Town employee. There has not been a W-2 with Johnson as a TOECRA employee. Mr. Johnson's became a Town of Eatonville employee when the by-laws were revised in 2025. Director Mack – I do not trust everything you say and I have not trusted some things Attorney Jackson has stated. Do you think Mr. Johnson was terminated legally? Attorney Shepard – Town employees are in the charter, therefore, yes. The former Mayor asked if she had the right to review him and she did, but Mr. Johnson did not respond so she suspended him. He is an employee of the Town of Eatonville administratively assigned to the CRA. The Mayor did not have sole authority, and I did not tell her so. Director Mack – Have you sent invoices for your legal opinion? Attorney Shepard stated that the invoices will be sent. Director Mack – Jackson is doing it for free. Chair Critton corrects Mack by stating that Jackson is being paid. Director Mack (to Attorney Shepard)

– Did you speak to Attorney Jackson? Attorney Shepard – I was asked by former Mayor Gardner for an opinion. I called Attorney Jackson multiple times and did not get a return call. I also sent an email with my first opinion. I received an email from Attorney Jackson and he was upset. I asked if he read my email and he did not. We then had a text exchange.

Director Randolph MOTIONS to RATIFY the March 19th CRA Decision; moved by Director Mack, second by Director Williams. AYE: Director Williams, Director Mack, Director Jordan, Director Randolph. NAY: Director Johnson, Vice Chair Thomas, Chair Critton. MOTION PASSES, 4/3. Discussion continued:

Vice Chair Thomas – The injunction needs to be thrown out if he is being brought back. Director Johnson – Is there a need for an injunction or can the Board motion to withdraw? Attorney Jackson – That question needs to be asked in a 286 meeting which can be done now. Chair Critton – Statutory officers say otherwise. The 286 meeting needs to be approved by the Board and then publicly noticed. Can we meet individually? Attorney Jackson – yes. Director Johnson – Fiscally, I would recommend a 286 meeting. Attorney Shepard explained the steps of a shade meeting. He stated that he did not see the need for a shade meeting because both agencies are public. The Board discusses how they can move forward. Attorney Jackson dismissed the court reporter. The Board discusses changes to the bylaws. Director Johnson suggested that the next steps is to review the bylaws.

Director Johnson MOTIONS to have Executive Director Michael Johnson work out of the Denton Johnson Center; moved by Director Mack, second by Chair Critton. Discussion/comments: Attorney Jackson provides the Board with alternative options aside from the lawsuit. The Board discussed the space of Denton Johnson. Chair Critton resumes the question. AYE: Director Williams, Director Johnson, Director Mack. NAY: Director Jordan, Director Randolph, Vice Chair Thomas, Chair Critton. MOTION FAILS, 3/4.

Attorney Jackson requested that the Board have a 286 meeting. Attorney Shepard – If anything other than settlement or litigation is discussed, you would be violating Florida Sunshine law. Attorney Jackson stated that he would make public comment Thursday and give recommendation for a 286 meeting. He will touch base with Attorney Shepard on the legality. Town Clerk, Veronica King – The Board needs to determine a date and time as well as determine the participants. The Board determined that the 286 meeting would take place on Thursday, April 16, 2026, with attendees Attorney Jackson, Executive Director Michael Johnson, Court Reporter, and CRA Board.

ADJOURNMENT Director Critton **MOTIONS** for Adjournment of Meeting (**MOVED** by Director Mack; **SECOND** by Vice Chair Thomas; **AYE: ALL, MOTION PASSES.**) **Meeting Adjourned at 9:36 P.M.**

HANDOUTS: TOECRA and Town of Eatonville Interlocal Agreement; 2019 CRA budget; 2021 Attorney General Informal Opinion on Community Redevelopment Agencies; Email “\$322k due from TOE to CRA” thread; 2022 Memo Drafted by Shepard Law Firm (For Shade Meeting).

Respectfully Submitted by: Marissa Bellenger

ATTEST

APPROVED

Veronica L King, Town Clerk

Ruthi Critton, Chair



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

JUNE 18, 2026, AT 6:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA-R-2026-23 Board of Directors Special Meeting Minutes April 30, 2026

COMMUNITY REDEVELOPMENT ACTION:

| | | |
|-----------------------|-----|---|
| CRA DECISION | YES | Department: ADMINISTRATION |
| CONSENT AGENDA | YES | Exhibits: <ul style="list-style-type: none"> • RESOLUTION CRA-R-2026-23 • Special Meeting Minutes for April 30, 2026 (Forthcoming before or on meeting date) |
| NEW BUSINESS | | |
| ADMINISTRATIVE | | |
| CRA DISCUSSION | | |

REQUEST: Approval of Resolution CRA-R-2026-23

SUMMARY: The Board of Directors will need to approve the April 30, 2026, special meeting minutes of the TOE CRA.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2026-23.

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-23

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE BOARD OF DIRECTORS SPECIAL MEETING MINUTES FOR APRIL 30, 2026, AND 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 is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner and document meetings of the Board of Directors through minutes and recordings; and

WHEREAS the TOECRA Board of Directors will review and approve all Board of Directors meeting minutes: and

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

SECTION ONE: APPROVAL. The TOECRA Board of Directors will review and approve all meeting minutes of the agency.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 18th day of JUNE 2026.

Ruthi Critton, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



**HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
JUNE 18, 2026, AT 6:30 PM
Cover Sheet**

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

ITEM TITLE: Approval of Resolution CRA-R-2026-24 Board of Directors Special Meeting Minutes May 7, 2026

COMMUNITY REDEVELOPMENT ACTION:

| | | |
|-----------------------|-----|---|
| CRA DECISION | YES | Department: ADMINISTRATION |
| CONSENT AGENDA | YES | Exhibits: <ul style="list-style-type: none"> • RESOLUTION CRA-R-2026-24 • Special Meeting Minutes for May 7, 2026 (Forthcoming before or on meeting date) |
| NEW BUSINESS | | |
| ADMINISTRATIVE | | |
| CRA DISCUSSION | | |
| | | |

REQUEST: Approval of Resolution CRA-R-2026-24

SUMMARY: The Board of Directors will need to approve the May 7, 2026, special meeting minutes of the TOE CRA.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2026-24.

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-24

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE BOARD OF DIRECTORS SPECIAL MEETING MINUTES FOR MAY 7, 2026, AND 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 is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner and document meetings of the Board of Directors through minutes and recordings; and

WHEREAS the TOECRA Board of Directors will review and approve all Board of Directors meeting minutes: and

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

SECTION ONE: APPROVAL. The TOECRA Board of Directors will review and approve all meeting minutes of the agency.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 18th day of JUNE 2026.

Ruthi Critton, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

JUNE 18, 2026, AT 6:30 PM

Cover Sheet

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

ITEM TITLE:

Approval of Resolution CRA-R-2026-25 Waiving Penalties and Interest owed to TOE CRA by the TOE.
(Administration)

COMMUNITY REDEVELOPMENT ACTION:

| | | |
|-----------------------|-----|--|
| CRA DECISION | YES | Department: ADMINISTRATION |
| CONSENT AGENDA | YES | Exhibits: <ul style="list-style-type: none"> • RESOLUTION CRA-R-2026-25 • PowerPoint Presented at OCBCC Pending: <ul style="list-style-type: none"> • Email Communications • Meeting Minutes from OCBCC • Florida Statute 163.387 (2) (b) |
| NEW BUSINESS | | |
| ADMINISTRATIVE | | |
| CRA DISCUSSION | | |

REQUEST: Approval of Resolution CRA-R-2026-25

SUMMARY: From 1997 thru 2003 the Town of Eatonville failed to pay into CRA Trust the cumulative amount \$634,265.22 plus a total of \$44,604.17 in penalties and \$2,546,274.11 in interest as May 1st of 2026. Per Florida Statute 163.387 (2) (b) the agency can waive penalties and interest in whole or in part. This authority does not address the principle. Per section 2 of the OCBCC meeting minutes this forgiveness does not happen until the Town has completed the term of the 2004 Amended Interlocal Agreement which is December 31, 2027 , and that if the law permit.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2025-25

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-25

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE WAIVER OF PENALTIES AND INTEREST ON THE PRINCIPLE AMOUNT OWED TO TOECRA BY THE TOWN OF EATONVILLE AS A TAXING AUTHORITY CONSISTENT WITH FLORIDA STATUTE 163.387 (2) (B) 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 is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner; and

WHEREAS the TOECRA Board of Directors per Florida Statute 163.387 (2) (b) exercise it's statutory authority to waive in whole all penalties and interest owed to the TOECRA by the Town of Eatonville; and

WHEREAS the TOECRA Board of Directors acknowledges this waiver is continuous through December 31, 2027; and

WHEREAS the TOECRA Board of Directors does not have the authority to waive the principle owed in the amount of \$634,265.22 which cover 1997 thru 2003; and

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

SECTION ONE: WAIVER OF PENALTIES AND INTEREST. The TOECRA Board of Directors do hereby waive all penalties and interest due to the TOECRA by the Town of Eatonville as a taxing authority from 1997 thru 2003. This waiver is continuous through December 31, 2027 and is consistent with the statutory authority granted by Florida Statute 163.387 (2) (b).

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 18th day of JUNE 2026.

Ruthi Critton, Chair

ATTEST:





Veronica King, Town Clerk or Board Designee

Eatonville CRA Presentation at 11.30.2004 BCC





CRA BACKGROUND

- 1998 interlocal agreement created the Eatonville Community Redevelopment Agency (CRA)
- The purpose of the CRA was for roadway, infrastructure and other improvements in the Town
- CRA boundaries included the entire Town of Eatonville



CRA BACKGROUND


- CRA funding is derived by growth in property taxes over the "base year"
- Base year for Eatonville's CRA is the 1996 tax roll



CRA BACKGROUND


- 1996 taxable value = \$49.9 million
- 2004 taxable value = \$89.2 million
- Growth since inception = 79%






CRA BACKGROUND

- All taxing authorities are required to make tax increment payments to CRA trust fund by January 1 of each year
- Payments equal 95% of the growth in property taxes over base year
- Funds are to be used to carry out the purpose of the CRA plan




PAYMENT HISTORY


(in thousands)




| <u>FY</u> | <u>County's Payments</u> |
|-----------|--------------------------|
| 1998 | \$ 10.4K |
| 1999 | 12.8K |
| 2000 | 22.7K |
| 2001 | 50.9K |
| 2002 | 71.5K |
| 2003 | 136.8K |
| 2004 | <u>156.5K</u> |
| Total | \$461.6K |




CRA BACKGROUND





- March 2003 – Legislative Auditing Committee directed Auditor General to conduct an audit of Eatonville
- Audit included CRA




- Operational audit published April 2004
- Six findings and recommendations related to CRA




ORANGE COUNTY




- CRA Background
- Auditor General Report
- Proposed Modifications
- Actions Requested



AUDITOR GENERAL FINDINGS & RESPONSES






- ***Finding: Town made no annual contribution into trust fund between 1996 and 2003. Town owes \$515,964 including penalties and interest as of August 2003.***




AUDITOR GENERAL FINDINGS & RESPONSES


- **Response:**
 - Initially adopted an outstanding debt repayment schedule in 2003
 - Town contributed \$14,469 for 2003
 - Credits of \$252,254 have been taken for Town staff work performed for CRA related activities between 1996 and 2003
 - Town is now requesting County to waive its right to enforce past increment payments and related interest and penalties

 **AUDITOR GENERAL FINDINGS & RESPONSES**




- 
 • *Finding - Town should determine the legality and appropriateness of compensation arrangements for transferred positions.*
- 
 • **Response - Town concurs. Town and CRA Board reviewed the transferred positions to determine legality and appropriateness and has made adjustments.**


 **AUDITOR GENERAL FINDINGS & RESPONSES**

- *Finding - Town should ensure expenditures of CRA are properly authorized, supported and expended in accordance with the CRA Plan and Section 163.370, FS.*
- **Response - Town concurs and has endeavored to follow good business practices by establishing policies and procedures to ensure expenditures approved by the Board are properly supported and documented prior to payment.**


 **AUDITOR GENERAL FINDINGS & RESPONSES**

- *Finding - No record of CRA modifications or locally adopted resolutions with the State.*
- **Response - CRA has filed annual status reports and redevelopment plan modifications with State DCA, Florida Redevelopment Association, and Orange County and will continue to do so.**











AUDITOR GENERAL FINDINGS & RESPONSES



- *Finding - Town should ensure that independent financial audits of the CRA are timely conducted and that copies of the audit reports are distributed to each taxing authority.*
- *Response - Town concurs. CRA has filed all required previous audits and will continue to comply.*



AUDITOR GENERAL FINDINGS & RESPONSES



- *Finding - Between FYs 1998 and 2002 and in FY 2004, there was no recording of an adopted annual CRA budget for Eatonville.*
- *Response - CRA has adopted budgets for FYs 2004 and 2005. The FY 2005 adopted CRA budget reflects the recommended change in CRA trust fund contribution formula.*




PROPOSED MODIFICATIONS

1. Enter into a revised interlocal agreement to address current issues with CRA
2. Consider Eatonville's request to waive past payments and related interest and penalties
3. Create a long-range project plan







PROPOSED MODIFICATIONS

- **New interlocal agreement**
 - Requires Town to provide written documentation to County that Town has made its required deposit to Trust Fund
 - Terminates County's financial obligation in the event the Town fails to make their required contribution
 - Places an annual cap on the increment payments for both the Town and County
 - Allows the BCC to appoint a member to CRA board



PROPOSED MODIFICATIONS

- Per Statute, penalty equals 5% of unpaid increment plus 1% interest for each month increment is outstanding
- Gray/Robinson found County as only party with standing to require payment of past tax increments and related penalties and interest, and that Statutes do not preclude County from waiving rights to enforce collection
- Town requests BCC to waive its rights to enforce collection of past tax increments and related penalties and interest.

PROPOSED MODIFICATIONS

- **Recommended Long Range Project List**


| <u>Project</u> | <u>2005-2015 Total</u> |
|-------------------------------|------------------------|
| Town Center | \$222K |
| Welcome Signs | 66K |
| Ornamental Lighting | 32K |
| Core Design Standards | 18K |
| S. Lake Destiny Dr. Extension | 275K |
| Revolving Loan Program | 84K |



PROPOSED MODIFICATIONS

- Recommended Long Range Project List (Cont)

| <u>Project</u> | <u>2005-2015 Total</u> |
|-----------------------------|------------------------|
| Infrastructure Improvements | \$470K |
| Parking Lots | 120K |
| Land Acquisition | 200K |
| Widening of N. Wymore Rd. | 215K |
| Administration | <u>848K</u> |
| Total | \$2.5 Million |

- 
- ### ACTIONS REQUESTED
- A. Approval of County Chairman or designee to execute the amended and restated Orange County/Town of Eatonville/Eatonville Community Redevelopment Agency Interlocal Agreement, and
 - B. Approval of the Town's request to waive the County's right to enforce the Town's increment payments and related late fees and interest penalties relating to the period 1997 through 2003 contingent on successful performance under the amended interlocal agreement and to the extent allowed by law.



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

JUNE 18, 2026, AT 6:30 PM

Cover Sheet

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

ITEM TITLE:

Approval of Resolution CRA-R-2026-26 Accepting United Arts of Central Florida Grant Funding as approved by the Orange County Board of County Commissioners

(Administration)

COMMUNITY REDEVELOPMENT ACTION:

| | | |
|-----------------------|-----|---|
| CRA DECISION | YES | Department: ADMINISTRATION |
| CONSENT AGENDA | YES | Exhibits: <ul style="list-style-type: none"> • RESOLUTION CRA-R-2026-26 • United Arts of Central Florida Scoring Sheet |
| NEW BUSINESS | | |
| ADMINISTRATIVE | | |
| CRA DISCUSSION | | |

REQUEST: Approval of Resolution CRA-R-2026-26

SUMMARY: The TOE CRA Executive Director submitted a grant request in the amount of \$300,000.00 for the acquisition of the Historic Club Eaton property located at 426 E. Kennedy Blvd. On 4/30/2026 the Executive Director made a presentation to the United Arts board along with OC Cultural Affairs leadership on funding request. On 5/5/2026 a final Ranking & Scoring Sheet was provided to the TOE CRA. We were informed that scoring would go before the OCBC on 06/15/2026 for final approval.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2025-26

FISCAL & EFFICIENCY DATA: Upon funds receipt a budget amendment is required, and funds are restricted to the acquisition of 426 E. Kennedy Blvd and 14 S. West St property

RESOLUTION CRA-R-2026-26

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) ACCEPTING GRANT FUNDING AS SUBMITTED AND APPROVE BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS THROUGH UNITED ARTS OF CENTRAL FLORIDA 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 is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner; and

WHEREAS the TOECRA Board of Directors accepts grant award in the amount of \$300,000.00 as approved by Orange County Board of County Commissioners through United Arts of Central Florida; and

WHEREAS the TOECRA Board of Directors acknowledges a successful partnership with United Arts of Central Florida and Orange County Department of Cultural Affairs; and

WHEREAS the TOECRA Board of Directors authorizes future grant submissions through the established partnerships; and

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

SECTION ONE: ACCEPTANCE OF UNITED ARTS OF CENTRAL FLORIDA GRANT AWARD AND AUTHORIZE FUTURE FUNDING PARTNERSHIPS. The TOECRA Board of Directors do hereby accept the grant award of \$300,000.00. TOECRA Board of Directors do hereby authorize the Executive Director the authority to pursue additional funding through the established partnership.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 18th day of JUNE 2026.

Ruthi Critton, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



Orange County Arts & Cultural Affairs FY26 Cultural Facilities Funding Final Scores and Ranking

FY26 POOL

| Organization Name | Project Name | Project Type | Request Amount | Total Project | % of Request to Total Project (max 66.7%) | FINAL SCORES in RANK ORDER* | Funding Pool Remaining |
|--|---|--------------|--------------------------|------------------|---|-----------------------------|------------------------|
| Friends of Casa Feliz | Safeguarding Casa Feliz for the Next Century | Equipping | \$ 354,813 | \$ 558,831 | 63.5% | 94.667 | \$4,080,092 |
| Orlando Science Center | Weather Science Exhibit Hall | Renovation | \$ 2,000,000 | \$ 3,150,000 | 63.5% | 89.667 | \$2,080,092 |
| Orlando Shakes (Orlando Shakespeare Theater) | Capital Safety Improvements | Renovation | \$ 44,596 | \$ 66,894 | 66.7% | 88.429 | \$2,035,496 |
| Orlando Philharmonic Plaza Foundation | Internet and Tech Upgrades for Plaza Live - Home of the Plaza Foundation and Orlando Philharmonic | Equipping | \$ 524,032 | \$ 786,084 | 66.7% | 88.000 | \$1,511,464 |
| Orlando Ballet | Harriett's Orlando Ballet Centre Enhancements | Equipping | \$ 37,315 | \$ 64,126 | 58.2% | 87.857 | \$1,474,149 |
| Town of Eatonville CRA | The "Circuit" Performing Arts and Cultural Entertainment Event Center (Club Eaton Restoration) | Acquisition | \$ 300,000 | \$ 450,000 | 66.7% | 81.143 | \$1,174,149 |
| | | | FY26 Pool \$ | 4,434,905 | | | |
| | | | Total Requests \$ | 3,260,756 | | | |
| | | | Remaining \$ | 1,174,149 | | | |

Available Pool Balance \$1,174,149

*Score of 80 is required to be eligible for funding

Prepared by United Arts for Orange County Arts & Cultural Affairs, 5/5/26

Section VIII. Item #13.



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

JUNE 18, 2026, AT 6:30 PM

Cover Sheet

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

ITEM TITLE:

Approval of Resolution CRA-R-2026-27 Accepting Orange County CDBG Grant as approved by Orange County Board of County Commissioners
(Administration)

COMMUNITY REDEVELOPMENT ACTION:

| | | |
|-----------------------|-----|--|
| CRA DECISION | YES | Department: ADMINISTRATION |
| CONSENT AGENDA | YES | Exhibits: <ul style="list-style-type: none"> • RESOLUTION CRA-R-2026-27 • Emails from OCBCC • Award Notice • Subrecipient Agreement |
| NEW BUSINESS | | |
| ADMINISTRATIVE | | |
| CRA DISCUSSION | | |

REQUEST: Approval of Resolution CRA-R-2026-27

SUMMARY: On June of 2024 the TOE CRA received noticed that its grant request would be going before the OCBCC. On March of 2025 the OCBCC approved funding request. On 1/26/26 and 1/27/26 the Chair and Executive Director executed the HUD Subrecipient Agreement. Upon completion of insurance requirement and RFP approval the funding in the amount of \$447,880.00 has been award to the TOE CRA.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2025-27

FISCAL & EFFICIENCY DATA: Upon funds receipt a budget amendment is required, and are restricted to the renovations of the 370 E. Kennedy Blvd

RESOLUTION CRA-R-2026-27

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) ACCEPTING GRANT FUNDING AS SUBMITTED AND APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS CDBG GRANT PROGRAM IN THE AMOUNT \$447,880.00 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 is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner; and

WHEREAS the TOECRA Board of Directors accepts grant award in the amount of \$447,880.00 as approved by Orange County Board of County Commissioners through HUD CDBG Grant Program; and

WHEREAS the TOECRA Board of Directors acknowledges a successful partnership with Orange County in securing CDBG funding; and

WHEREAS the TOECRA Board of Directors authorizes future grant submissions through the established partnerships; and

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

SECTION ONE: ACCEPTANCE OF UNITED ARTS OF CENTRAL FLORIDA GRANT AWARD AND AUTHORIZE FUTURE FUNDING PARTNERSHIPS. The TOECRA Board of Directors do hereby accept the grant award of \$447,880.00. TOECRA Board of Directors do hereby authorize the Executive Director the authority to pursue additional funding through the established partnership.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and 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 18th day of JUNE 2026.

Ruthi Critton, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



RE: Town of Eatonville CRA Incubator Project - CDBG CIP - Update and Request

From Martin, Kayla M <Kayla.Martin@ocfl.net>
Date Wed 12/10/2025 5:09 PM
To Michael Johnson <mjohnson@townofeatonville.org>
Cc Julien, Sherry <Sherry.Julien@ocfl.net>; Aberasturia, Damaris <Damaris.Aberasturia@ocfl.net>; Souvorova, Janna <Janna.Souvorova@ocfl.net>

Thank you for this information, Michael!

I will be working on the updates to the agreement. Once everything is finalized, Damaris will send out the final agreement for signatures.

Please note the following: we will not be able to fund some of the items described in the original application budget due to CDBG requirements.

See below for the adjustments to your draft proposed budget for your reference:

| Proposed Funding Uses & Expenses | Orange County CDBG |
|--|---------------------------|
| Architect/Engineering | \$ 50,000.00 |
| Building | \$ 200,000.00 |
| Network Rooms/Cables | \$ 25,000.00 |
| 1 Gb Internet Access <i>(TBD - costs based on provider coverage)</i> | \$ 34,164.00 |
| Security/Access Control | \$ 20,000.00 |
| Furniture (indoor and outdoor) | \$0 |
| Sitework (fencing, pavers, lighting, signage) | \$ 45,000.00 |
| Computers/AV | \$0 |
| Contingency (10%) | - |
| CDBG Awarded Amount: | \$ 447,880.00 |

If you have any questions or concerns, please feel free to reach out to us accordingly.

Thank you in advance,

Kayla Martin, Planner II
Orange County Government
Housing & Community Development Division
Kayla.Martin@ocfl.net
407-836-8140



From: Michael Johnson <mjohnson@townofeatonville.org>

Sent: Wednesday, December 10, 2025 12:27 PM

To: Martin, Kayla M <Kayla.Martin@ocfl.net>

Cc: Julien, Sherry <Sherry.Julien@ocfl.net>; Aberasturia, Damaris <Damaris.Aberasturia@ocfl.net>; Souvorova, Janna <Janna.Souvorova@ocfl.net>

Subject: Re: Town of Eatonville CRA Incubator Project - CDBG CIP - Update and Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mrs. Martin,

The Subrecipient's Unique Entity Identifier – **LX8VUL1TQH77** is not correct for the Town of Eatonville CRA our UEI is R981C1U5GLC7 and our CAGE CODE is 961V8. The attached scope of work has not changed.

 [2025-07-28_EATONVILLE CRA BLDG RENO_90% Construction Drawings.pdf](#)

 [Eatonville Works CRA Renovations Schematic Design.pdf](#)

 [Eatonville CRA Renovation 90% CD Specifications.pdf](#)

On Mon, Dec 8, 2025 at 5:49 PM Martin, Kayla M <Kayla.Martin@ocfl.net> wrote:

Good afternoon, Michael,

Thank you for your ongoing patience.

We are finalizing the agreement for the Town of Eatonville Community Redevelopment Agency (TOECRA)'s Eatonville Works Employment and Business Incubator Project.

To complete the agreement, we will need an updated scope of work, budget, or any specific site development or renovation plans for the project that can be incorporated into the agreement.

Please find attached a draft scope of work based on your initial CDBG application. Kindly, let me know if there is any additional information you would like to provide us with.

Additionally, could you please confirm TOECRA's [SAM.GOV](https://sam.gov) information: Subrecipient's Unique Entity Identifier – **LX8VUL1TQH77**?

Again, thank you for your time and have a wonderful day!

Best Regards,

Kayla Martin, Planner II
Orange County Government
Housing & Community Development Division
Kayla.Martin@ocfl.net
407-836-8140



PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from County Officials are kept as a public record. Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

--

Michael Johnson

CRA Executive Director, FRA-RP

Town of Eatonville
307 E. Kennedy Boulevard
Eatonville, Florida 32751
Main: 407-623-8917 Ext 8802 | Fax: 407-623-8919

<https://eatonvillecra.org/>

[Facebook](#) | [Instagram](#)

Town of Eatonville



Send all Public Record Requests to records@townofeatonville.org



HOUSING AND COMMUNITY DEVELOPMENT DIVISION
MITCHELL L. GLASSER, Manager
525 East South Street • Orlando, Florida 32801
407-836-5150 • Fax: 407-836-5193
www.OrangeCountyFL.net

Section VIII. Item #14.

June 7, 2024

Ms. Shaniqua Rose, CRA Executive Director
Town of Eatonville Community Redevelopment Agency
307 E. Kennedy Blvd.
Eatonville, FL 32751

Dear Ms. Rose:

Subject: FY 2024-2025 Community Development Block Grant (CDBG) Program
(Capital Improvements, Public Facilities and Housing Projects)

This letter is to acknowledge receipt of your grant application for Community Development Block Grant funding (Capital Improvements and Housing Projects) for the 2024-2025 grant year. Your application was reviewed by Orange County staff, and a recommendation was submitted to the Community Development Advisory Board (CDAB).

We are pleased to inform you that we will be recommending **\$447,880** in CDBG funding for the project proposed by your agency (Eatonville Works Employment and Business Incubator – various facility improvements). Please note that the final award amount includes contingency costs, in addition to the original request (of \$407,164).

The next step in the process will be to have a public hearing on the proposed funding recommendations by the CDAB, which is scheduled for June 19, 2024, and then to submit funding recommendations for approval to the Board of County Commissioners (BCC) in August of 2024. Finally, the BCC approval is followed by the submittal to the U.S. Department of Housing and Urban Development (HUD). Funding is contingent upon the availability of monies from the federal government, completion of an environmental review, results of lead and/or asbestos testing (if applicable), and execution of the Agreement for Project Administration between Orange County and your agency.

Should you have any additional questions, please contact Janna Souvorova, Chief Planner, at 407-836-0963 or via email at Janna.Souvorova@ocfl.net.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mitchell Glasser".

Mitchell Glasser, Manager
Housing and Community Development Division (HCD)

cc: Sherry Julien, Program Development Supervisor, HCD
Janna Souvorova, Ph.D., AICP, Chief Planner, HCD



Powered by ZoomGrants™ and

Orange County, Florida
Housing and Community Development Division, Planning & Environmental and Development Services
2024-2025 Capital Improvements, Public Facilities and Housing Projects
Deadline: 4/9/2024

Town of Eatonville Community Redevelopment Agency (CRA)
Eatonville Works Employment and Business Incubator

Jump to: Application Questions Project Budget Documents

\$ 407,164.00 Requested
\$ 407,164 Total Project Costs

Submitted: 4/6/2024 6:52:55 AM (Pacific)

Project Contact

Shaniqua Rose
cra@townofeatonville.org
Tel: 4076238906

Additional Contacts

none entered

Town of Eatonville Community Redevelopment Agency

307 E Kennedy Blvd
Eatonville, FL 32751
United States

Telephone 4076238906

Fax

Web https://eatonvillecra.org/

CRA Executive Director

Shaniqua Rose
cra@townofeatonville.org

Application Questions top

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #41.

GENERAL INFORMATION

1. Project Address

Street Number, Street Name, Street Type (Blvd., Ct., Cir., etc.), City, State, Zip Code (for multiple project locations other than the primary listed above, answer Question #35)

370 E. Kennedy Blvd Eatonville. FL 32751

2. Which of the following best describes your Agency?

- Orange County Division
Nonprofit Organization - certified 501(c)(3)
Neighborhood Organization
Public Housing Authority (PHA)
Other Government Entity, please explain: Town of Eatonville Community Redevelopment Agency

3. Please provide a list of your Agency's representatives who attended the Pre-Award Technical Assistance Workshop

Note that attendance is mandatory for all agencies applying for funds. Include Name, Organization/Firm, Title and Session/Date Attended

4. Provide your Agency's mission statement:

The mission of the Town of Eatonville Community Redevelopment Agency (CRA) is to aggressively pursue redevelopment and revitalization activities within the CRA District, with emphasis on providing more housing market rate and affordable, cultural arts opportunities, improving long-term transportation needs and encouraging retail development to include mixed use projects. To create and sustain a viable community where citizens, stakeholders and visitors can live, work and play while enhancing the town's tax base by eliminating slum and blighted areas, addressing affordable housing and stimulating the economic development activities while being a catalyst for public/private investment.

5. Is your Agency a certified 501(c)(3) Non-Profit Organization?

If yes, upload the Agency's IRS designation letter, By-Laws, and Articles of Incorporation under the Documents Tab of the application.

- No
 Yes

6. Provide the year that the organization was incorporated.

Type N/A if governmental entity or neighborhood organization (not incorporated)

N/A

PROJECT DESCRIPTION AND NEED**7. Describe the proposed project.**

Identify the project need or problem to be addressed and explain how the project will improve those conditions.

The community has the potential for workforce development and economic growth in the future, as evident in its relatively young population and comparable high school education rates to the county and state (USCB, 2023a). For employed residents, between 2010 and 2020, almost 90% of job gains were in the construction, wholesale trade, retail trade, finance and insurance, and professional, scientific, and technical services sectors.

The earnings for jobs held by Eatonville residents tend to be lower than the earnings of jobs offered within Eatonville. Only one-fifth of the jobs located in Eatonville pay \$1,250 per

month or less, whereas one-third of the jobs held by Eatonville residents pay this amount.

Conversely, while almost half of the jobs created in Eatonville pay more than \$3,333 per month, only one-third of the jobs held by Eatonville residents pay this much. Eatonville's residents hold less than 1% of the jobs created in the Town, and these jobs tend to pay higher than residents' jobs.

Although internet connectivity has become foundational for most activities of modern life, most Eatonville residents lack access to internet beyond their cell phones, or if there is internet, the costs are prohibitive and most residents do not have access to devices to maintain consistent, reliable service at speeds that are necessary to conduct remote learning, and work from home.

The Town of Eatonville meets the requirements of the grant as demonstrated in this proposal. The Town is not receiving funding from other programs funding similar projects in the community. The Town has worked diligently with Orange County's Housing and Community Development Division (HCD) to make sure that we are meeting the objectives of the grant.

With this grant, we are proposing to improve the façade to give a modern appeal, gut the interior of the building, then install new air conditioning, electrical and datacom+ and 1 gb of dedicated high speed internet service. The building is proposed to house Career Source and provide small business incubator space for residents who do not have the bandwidth to perform business from home. This will also accommodate work-from-home employers.

8. Name other organizations or government entities that were consulted on this project application. What was the result of the consultation?

(if any)

N/A

9. Which of the following describes your project? Check all that apply.

- Acquisition of property (for a public purpose or when housing will be constructed with other funds)
 Disposition (County only)
 Public facilities: construction or rehabilitation, in low income areas or facilities that serve limited clientele
 Neighborhood facilities for social services or multipurpose in low income areas
 Homeless facilities (construction, renovation or rehabilitation)
 Centers for the disabled (construction or rehabilitation of groups homes or centers)
 Water/Sewer/Improvements in low income areas
 Street/Sidewalk improvements in low income areas

- Youth centers (ages 13 to 19) in low income areas
- Parks/Recreation facilities in low income areas
- Land development for affordable housing
- Health facilities in low income areas or limited clientele
- Clearance and Demolition
- Parking facilities in low income areas or limited clientele
- Housing rehabilitation of single family housing
- Acquisition for rehabilitation to provide affordable housing
- Public housing modernization (including energy efficiency)
- Energy efficiency improvements for low income households
- Housing rehabilitation of multifamily rental housing
- Other, please explain:

10. Is the project being submitted by a neighborhood organization or County Division/Department as a County project, or is the application being submitted by a private nonprofit agency or other public organization as a non-County project?

The submission of a project by a County Division/Department does not automatically result in a funding recommendation.

- County Project
- Non-County Project

11. What will be the primary use of the facility or benefit of the proposed project after its completion? PLEASE NOTE: The use of the facility must remain as stated for a minimum of 5 years; housing projects may have long-term income and/or rents limits.

NOTE: Rehabilitation/renovations of buildings used for the general conduct of government are limited to making ADA improvements.

- Housing for low- to moderate-income households
- Provision of services to low- to moderate-income persons/limited clientele
- Improved access to the facility/services by low- to moderate-income persons/limited clientele
- Other (contact County Staff), explain:

IMPLEMENTATION PLAN AND OUTCOMES

12. Define the measurable goals, outputs and outcomes of programs offered at the project site.

Program outputs may include # of services provided or clients assisted; program outcomes describe larger changes that occur as a result of the program/services provided (e.g. improved self-sufficiency, change in economic status, etc.)

With this grant, we are proposing to improve the façade to give a modern appeal, gut the interior of the building, then install new air conditioning, electrical and datacom+ and 1 gb of dedicated high speed internet service. The building is proposed to house Career Source and provide small business incubator space for residents who do not have the bandwidth to perform business from home. This will also accommodate work-from-home employers.

The Proposal includes a partnership with Career Source of Central Florida and an employment facility entitled "Eatonville Works" to be located at 370 E. Kennedy Blvd., Eatonville. This facility, utilizing an existing vacant building, will provide intake employment services and Career Source will provide personnel to work with Eatonville residents to identify employment opportunities and develop workforce skills. Two major technology employers have committed to work with residents and develop job opportunities. They include Spectrum and Host Dime data center.

13. List the # of households, by income, estimated to be served by the project in the period of 10/1/24-9/30/25. For Housing Projects: include # of low-income households; For Area Benefit Projects: Use Census data and enter # at or below 80% AMI.

Numbers only. At least 51% of the area served must have households at or below 80% AMI. Public facilities must serve at least 51% clients at or below 80% AMI. Housing projects must serve 100% low-income households at or below 80% AMI.

| | |
|----------|---|
| 100 | 0-30% AMI |
| 200 | 31-50% AMI |
| 200 | 51-80% AMI |
| 500 | 81% AMI and higher (total presented by clicking on Print/Preview) |
| 1,000.00 | TOTAL |

14. If the proposed project does not qualify under Area Benefit or Presumed Benefit, the applicant agrees to income-qualify its clientele, in accordance with 24 CFR Part 5.

Section VIII. Item #14.

Please refer to Question #17 for additional information.

- No
 Yes

15. Describe the services that the Agency provides. Specifically note those services that will be a result of funding received from Orange County.

This may be provided in a bullet point format or as a narrative.

The Proposal includes a partnership with Career Source of Central Florida and an employment facility entitled "Eatonville Works" to be located at 370 E. Kennedy Blvd., Eatonville. This facility, utilizing an existing vacant building, will provide intake employment services and Career Source will provide personnel to work with Eatonville residents to identify employment opportunities and develop workforce skills.

Two major technology employers have committed to work with residents and develop job opportunities. They include Spectrum and Host Dime data center. The community has the potential for workforce development and economic growth in the future, as evident in its relatively young population and comparable high school education rates to the county and state (USCB, 2023a). For employed residents, between 2010 and 2020, almost 90% of job gains were in the construction, wholesale trade, retail trade, finance and insurance, and professional, scientific, and technical services sectors.

The earnings for jobs held by Eatonville residents tend to be lower than the earnings of jobs offered within Eatonville. Only one-fifth of the jobs located in Eatonville pay \$1,250 per month or less, whereas one-third of the jobs held by Eatonville residents pay this amount. Conversely, while almost half of the jobs created in Eatonville pay more than \$3,333 per month, only one-third of the jobs held by Eatonville residents pay this much. Eatonville's residents hold less than 1% of the jobs created in the Town, and these jobs tend to pay higher than residents' jobs.

16. Select one or more of the following draft FY 2022-2026 Consolidated Plan goals for low- to moderate-income residents that the project will address.

- Transform low- to moderate-income communities into resilient communities
 Expand and preserve housing affordability, safety and stability
 Eradicate and prevent homelessness

17. The proposed project qualifies under which ONE of the following three criteria:

- AREA BENEFIT: Upload a map under the Documents Tab showing the project location and service area. Include census tracts of the service area.
 LOW-MODERATE CLIENTELE: Information on income must be collected for all clients or households (including low-income and non-low-income persons) to demonstrate that at least 51% of the clients served are low-income. See Question #14.
 PRESUMED BENEFIT: Project will exclusively serve a population group that meets the HUD definition of 'Presumed Benefit'. See definition in the Library Tab and answer Question #18.

18. If your application qualifies under Presumed Benefit, which of the following populations will your project EXCLUSIVELY serve?

**The definition of severely disabled adults is provided in the Program Summary under Requirements. If this question does not apply, please select N/A.*

- Abused children
 Battered spouses
 Senior persons (age 62 years and over)
 Severely disabled adults (adults meeting the Bureau of the Census' Current Population Reports definition)
 Homeless persons
 Illiterate adults
 Persons living with AIDS
 Migrant farm workers
 N/A

19. Provide information on recent capital improvement projects completed by your Agency. Include Federal, State and/or locally funded projects that your Agency has completed in the past five years. INCLUDE: project description, address, total cost, funding sources, date completed, duration, on time/delayed, within/under/over budget, unforeseen circumstances, and any outstanding payments/liens. Explain project benefits to the Agency's clientele.

The Circuit nightclub - \$1,000,000 Florida Division of Historic Places
 Community Room and community policing - \$1,000,000 BJA
 SRF Clean Water and Sewer - \$35,000,000 Florida Department of Environmental Protection

20. Does your Agency comply with Generally Accepted Accounting Principles?

- No
 Yes

21. Does your Agency comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards?

Copy the following link into your browser for more info: <http://portal.hud.gov/hudportal/documents/huddoc?id=15-01sdn.pdf>, or see information under the Library Tab of this application.

- No
 Yes

22. Does your Agency have any outstanding litigations or other legal issues? N/A for County or City governments.

If yes, please upload an explanation under the Documents Tab of the application.

- No
 Yes
 N/A (for County and City governments)

23. Are there any outstanding financial audit findings which remain unresolved? N/A for County or City governments.

If yes, please upload an explanation under the Documents Tab of the application.

- No
 Yes
 N/A (for County and City governments)

24. Does your Agency have a policies and procedures manual that includes programmatic and personnel policies?

If yes, the policies and procedures must be uploaded under the Documents Tab of this application.

- No
 Yes

25. Did your Agency expend \$750,000 or more in federal funds in its last fiscal year? If yes, has a single audit been completed? Requirement of 2 CFR Part 200 Subpart F.

Please provide a link to the audit or upload the results under the Documents Tab. Web address of audit requirements: <http://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200-subpartF.pdf>

- No
 Yes

26. Funds are provided on a cost-reimbursement basis. Does your Agency have sufficient cash reserves to pay for project costs as they are incurred and the capacity to cover future operational costs associated with maintaining the project?

Please note: a proof of payment will be required prior to reimbursement by the County.

- No
 Yes

27. Insurance coverages are required for non-County CDBG capital projects/HOME housing projects. In the spaces below, provide the expiration date (ex. DEC 2024) next to each insurance instrument. Contact County for requirements for governmental entities.

Upload insurance certificate(s) under the Documents Tab. A separate endorsement showing the County as an additional insured will be required if funded. If insurance is not available, a letter committing to purchase insurance is required.

1,000,000 General Liability

1,000,000 Professional Liability

1,000,000 Workers Compensation

3,000,000.00 TOTAL

Section VIII. Item #14.

28. CDBG Procurement rules require bonding and bid guarantees. Do you agree to have the requirements in place prior to the execution of a contract awarding funds?

Please refer to 2 CFR Part 200 for additional information. A link to the regulations can be found under the Library Tab of this application.

- No
 Yes

PROJECT FEASIBILITY

29. Describe whether or not the proposed project meets the zoning requirements, or if a rezoning or variance will be needed. If the proposed project is exempt from the zoning requirements, cite the exemption source/reference. (A zoning verification letter might be required to be submitted at the staff's request).

Additionally, please specify whether the current parking is adequate for the intended use, or if a rezoning or a variance will be required. Enter N/A if no acquisition, disposition or public facility improvements are proposed as part of the project. No variance or rezoning is needed; this will be a renovation of an existing building.

30. Describe whether or not the site is owned or leased by the applicant. If owned, upload a copy of the Deed. If leased, upload a copy of the lease under the Documents Tab. Enter N/A for projects that do not involve facility improvements.

NOTE: There must be at least 5 years remaining on the lease from the date of the project completion. If optioned or owned by another entity, provide that information. If no lease/deed - explain how the Agency plans to obtain site control.
Site is owned.

31. Does the project include any demolition of the building(s)? If yes, answer Question #35 pertaining to the Uniform Relocation Act (URA).

For acquisition, public facilities or infrastructure improvements ONLY. Housing rehabilitation or other categories, please select N/A.

- No
 Yes
 N/A

32. Will the project include compliance with the Americans with Disabilities Act (ADA)? Please describe any ADA improvements proposed as part of the project.

Type N/A if project involves acquisition only (no rehabilitation).

Yes.

The floor plan will be ADA compliant; it will include two conference rooms and an open space for individuals to prepare resumes and search for opportunities. An area will be dedicated for sole proprietors and small business owners to use computers, printers, and fax machines. A reception area will be included in the front of the building. A video communication camera will be connected to Town Hall to enable sharing of employees for the site.

33. Provide the date(s) when the building(s) were constructed for the project that involves improvements to/rehabilitation of public facilities owned by non-profit agencies or public entities, neighborhood facilities, or housing units.

Rehabilitation of any residential building constructed prior to 1978 will require compliance with lead-based paint regulations (see 24 CFR Part 570.608). All demolition and renovation projects must comply with NESHAP regulations (40 CFR 61.145). 1955

34. If your infrastructure project has more than one address, please describe the specific location(s) of the project. NOTE: Sidewalks must be ADA-compliant.

Additionally, upload maps, photos, plans/drawings (under project cost estimates and site location) under the Documents Tab of the application. If the proposed project is other than infrastructure, type N/A for Not Applicable.

N/A

35. UNIFORM RELOCATION ACT (URA): Will occupants be required to move, either temporarily or permanently, as a result of acquisition or rehabilitation? http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/relocation

Read the following statements and respond with a 'Yes' or 'No'. The County reserves the right not to fund projects that involve relocation due to the time and costs necessary to comply with the URA requirements.

NO Project will result in the temporary relocation of people.

NO Project will result in the permanent relocation of people.

N/A Has the seller been provided with a Voluntary Acquisition Letter? (Write N/A if there is no acquisition of real property.) An appraisal must be completed by a licensed appraiser. See Appendix 31 of Handbook 1378 found at http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/13780

N/A Have occupants been provided with a General Information Notice (GIN)? Upload a copy of the GIN under the Documents Tab

N/A Has an experienced relocation consultant been retained or consulted?

N/A Are relocation costs included in the proposed project budget?

N/A Was the relocation budget prepared by a credentialed professional experienced with the URA?

TOTAL

36. Provide the proposed project timeline, to include phasing (if applicable), specific activities, and an anticipated project completion date.

A copy of the proposed project timeline, including any project phasing, must be uploaded under the Documents Tab of the application.

Activity Date
 Orange County Announces Awards October 2024
 Start Design January 2025
 Complete Design March 2025
 Start Construction May 2025
 Completion and Ribbon Cutting August 2025

ACQUISITION PROJECTS ONLY

37. Which one of the following best describes your acquisition project?

If your project does not include acquisition, please select N/A.

- Land
- Building(s)
- Residential Units
- Other, please explain:
- N/A

38. Is any of the real property currently occupied?

If yes, complete Question #35 (Uniform Relocation Act) of this application. If no, how long has the property been vacant?
 NO

39. Describe the purpose of the acquisition and how the property will be used.

Please include the following: parcel ID number, square footage of building(s) on-site, and a current zoning designation. If the proposed project does not involve acquisition or disposition, please type N/A.
 N/A

40. What is the appraised value of the property, proposed purchase amount, and an anticipated escrow closing date?

Please upload a property appraisal under the Documents Tab of the application. If the proposed project does not involve acquisition, please type N/A.
 \$119,672

HOUSING PROJECTS ONLY

41. Is your project housing related?

If the answer is "NO", the system will hide some questions.

- No
- Yes

42. Which one of the following best describes your housing project:

-answer not presented because of the answer to #41-

43. EXPERIENCE: Provide information on the three (3) most recent housing projects completed by your Agency.

-answer not presented because of the answer to #41-

44. ECONOMIC VIABILITY: Describe economic viability and financial strengths of the proposed project, to include the following: physical needs assessment, development cost proforma, and management, monitoring and affirmative marketing plan.

-answer not presented because of the answer to #41-

45. TARGET POPULATION: Explain how the proposed project will benefit low- to moderate-income individuals including, but not limited to, special populations.

-answer not presented because of the answer to #41-

46. PROJECT IMPACT: Describe the potential impact the project will have on the surrounding area.

-answer not presented because of the answer to #41-

47. LEVERAGING AND OUTREACH: Outline an outreach plan that uses community collaboration to revitalize the proposed project. Indicate whether other resources are being leveraged to advance the proposed project.

-answer not presented because of the answer to #41-

48. Explain the system that your Agency uses to prioritize clients with housing needs.

-answer not presented because of the answer to #41-

49. Is your agency a certified Community Housing Development Organization (CHDO)?

-answer not presented because of the answer to #41-

Project Budget [top](#)

| Funding Sources/Revenues | Committed | Uncommitted | Total |
|---------------------------------|----------------|----------------|----------------|
| -none- | \$ 0.00 | \$ 0.00 | \$ 0.00 |

| Funding Uses/Expenses | County CDBG | Other source(s) | Total |
|---|----------------------|-----------------|----------------------|
| Architect/Engineering | \$ 50,000.00 | | \$ 50,000.00 |
| Building | \$ 200,000.00 | | \$ 200,000.00 |
| Network Rooms/cable | \$ 25,000.00 | | \$ 25,000.00 |
| 1 Gb dedicated internet access | \$ 34,164.00 | | \$ 34,164.00 |
| Security/Access Control | \$ 20,000.00 | | \$ 20,000.00 |
| Furniture (indoor and outdoor) | \$ 25,000.00 | | \$ 25,000.00 |
| Sitework (fencing, pavers, lighting, signage) | \$ 45,000.00 | | \$ 45,000.00 |
| Computers/AV | \$ 8,000.00 | | \$ 8,000.00 |
| Total | \$ 407,164.00 | \$ 0.00 | \$ 407,164.00 |

Project Budget Narrative

Introduction

The Town of Eatonville Community Redevelopment Agency (TOECRA) is the applicant for Orange County's Housing and Community Development Division (HCD) which invites applications for funding consideration under the federal Community Development Block Grant (CDBG) program administered by the United States Department of Housing and Urban Development (HUD) and authorized by Title I of the Housing and Community Development Act of 1974, as amended, and under HOME Investment Partnerships (HOME) Program. All activities proposed under CDBG must meet the following objectives of the CDBG program:

- Benefit low to moderate income persons;
- Prevent or eliminate slums or blight; or
- Meet urgent community development needs.

This application is for use by the TOECRA who wishes to apply for CDBG funds for capital improvements and public facilities projects. The TOECRA Executive Director will serve as the Project Manager for the Project and will oversee the implementation of the Project improvements.

Incorporated in 1887 by formerly enslaved persons, the Town of Eatonville is one of the oldest towns founded by African American people in America. The Town, located about 6 miles north of Orlando, was an outgrowth of the White murrain settlement of Maitland. In 1997 by adoption of Orange County Ordinance number 97-M-14, the Town of Eatonville created the Community Redevelopment Agency whose charge was to prepare a redevelopment plan, implement planned projects and obtain the necessary funding. One of the redevelopment plan goals was to create an attractive and viable sense of place. In 2021, Eatonville had a population of just over 2700 people with a median household income of \$31,226. The poverty rate exceeds 20% and the unemployment rate is at 16.1% 100% of school age children are eligible for free or reduced lunch. The Socioeconomic Status of the Social Vulnerability Index is at 75% and the LMI is 68.15. Today the Town's population is 73.5% black.

The community has the potential for workforce development and economic growth in the future, as evident in its relatively young population and comparable high school education rates to the county and state (USCB, 2023a). For employed residents, between 2010 and 2020, almost 90% of job gains were in the construction, wholesale trade, retail trade, finance and insurance, and professional, scientific, and technical services sectors.

The earnings for jobs held by Eatonville residents tend to be lower than the earnings of jobs offered within Eatonville. Only one-fifth of the jobs located in Eatonville pay \$1,250 per month or less, whereas one-third of the jobs held by Eatonville residents pay this amount. Conversely, while almost half of the jobs created in Eatonville pay more than \$3,333 per month, only one-third of the jobs held by Eatonville residents pay this much. Eatonville's residents hold less than 1% of the jobs created in the Town, and these jobs tend to pay higher than residents' jobs. Although internet connectivity has become foundational for most activities of modern life, most Eatonville residents lack access to internet beyond their cell phones, or if there is internet, the costs are prohibitive and most residents do not have access to devices to maintain consistent, reliable service at speeds that are necessary to conduct remote learning, and work from home.

The primary objective of the CDBG Program is to provide funds for the construction of, or improvement to buildings designed to jointly and directly benefit low to moderate income persons, prevent or eliminate slums or blight; or meet urgent community development needs, which includes to enable work, education and health. These grant recipients should be located in eligible communities with an identified critical need for the project.

The Town of Eatonville meets the requirements of the grant as demonstrated in this proposal. The Town is not receiving funding from other programs funding similar projects in the community. The Town has worked diligently with Orange County's Housing and Community Development Division (HCD) to make sure that we are meeting the objectives of the grant.

Documents [top](#)

| Documents Requested * | Required? | Attached Documents * |
|--|-------------------------------------|--|
| Applicant Certification and Authorization Form (The form can be found under the Library Tab of this application) | <input checked="" type="checkbox"/> | Applicant Certification and Authorization Form |
| Articles of Incorporation and By-Laws (nonprofit organizations only) | <input checked="" type="checkbox"/> | Doc |
| 501(c)(3) Certificate or IRS Determination Letter | <input checked="" type="checkbox"/> | Doc |
| Organizational Chart (for governmental entities - submit departmental org chart) | <input checked="" type="checkbox"/> | Organizational Chart |
| List of Board of Directors (roster), their addresses, affiliations and term (n/a for governmental entities - upload a Document Exemption form instead) | <input checked="" type="checkbox"/> | Doc |
| Most recent audited financial statements and/or audits (last two years) | <input checked="" type="checkbox"/> | Audit 2022 Audit 2021 |
| Form 990. Upload the agency's most recent tax return. | <input checked="" type="checkbox"/> | Doc |
| Project location map(s) - (if project qualifies as 'Area Benefit' - include map showing the project site and its geographic service area) | <input checked="" type="checkbox"/> | Map Area |
| Resumes of project's team members indicating the | <input checked="" type="checkbox"/> | Construction Management Resume |

experience (financial, design, construction, etc.) each has in administering similar projects and if they have experience with projects subject to Davis-Bacon and Related Acts.

[CRA Executive Director Resume](#)

Section VIII. Item #14.

Purchase Agreement (if there is an executed agreement for Acquisition)

Property Appraisal (if Acquisition)

Property Inspection Report (if Acquisition)

Phase 1 Environmental Site Assessment (if available; however Phase I will be required for all acquisition projects and major rehabilitation projects before agreement and funding)

Fiscal Management - Upload your Agency's financial policies and procedures



[Fiscal Policy](#)

Funding commitment letters for non-CDBG/HOME portion of the project

Site Control (Deed or Lease. If the property is leased, then there must be at least 5 years remaining on the lease from the date of project completion)



[Deeed](#)

Certification and Project Readiness checklist and Signature Authorization. Print, sign, scan, and upload back into your application. (The template can be found under the Library Tab of this application)



[Checklist](#)

(Insurance Requirements) Upload current insurance certificates or a letter committing to purchase insurance if funded. Note that additional bonding requirements must be in place prior to contract execution.



[Insurance Commitment](#)

Previous Housing Projects. Provide a list of previous housing projects (address and type of project) when requesting funds for housing projects.

Conflict of Interest Statement (The template can be found in the Library Tab of this application)



[Conflict of Interest](#)

Question #22: Outstanding Litigation explanation

Question #23: Financial Audit explanation

Agency Budgets (last two years)



[FY 2023-2024](#)

[FY 2022-2023](#)

Professionally developed project costs estimates (for construction or rehabilitation projects)



[Cost Estimates](#)

Results of lead-based paint testing (if applicable) - for rehabilitation projects

Results of asbestos testing - for rehabilitation projects

Proposed Project Timeline & Phasing



[Project Timeline](#)

Policies for data protection: Please provide an explanation of your agency's existing practices for data protection or how it plans to protect clients' data from cyber-attacks.

Additional documentation relevant to a project/proposal being submitted

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 468570

BCC Mtg. Date: March 24, 2026

SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

regarding

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”)
COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROGRAM**

FY 2024-2025

THIS AGREEMENT (“Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (the “**County**”), and **TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY**, a qualified quasi-governmental corporation operating under the laws of the State of Florida (the “**Subrecipient**” or “**Agency**”).

RECITALS

WHEREAS, the County is a federal recipient of Community Development Block Grant (“**CDBG**”) Program funding as provided by the U.S. Department of Housing and Urban Development (“**HUD**”) pursuant to its authority under Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.);

WHEREAS, as a CDBG funding recipient, the County fulfills the CDBG Program’s Goal of improving public facilities and/or infrastructure by issuing federal subawards (“**Subaward(s)**”) to community agencies that are able to operate CDBG-eligible capital improvement programs;

WHEREAS, the Agency is a quasi-governmental corporation with experience in developing CDBG funding eligible projects (“**Work**”) described in the *Scope of Work* attached to this Agreement as “**Exhibit C**” (hereafter referred to as the “**Project**”),

WHEREAS, the Agency submitted a proposal to the County requesting monetary assistance for the Project as part of the Orange County's 2024-2025 Action Plan, which was approved by the Orange County Board of County Commissioners (“**Board**” or “**BCC**”) on August 13, 2024; and

WHEREAS, the County has determined that the Project will serve a valid public purpose that fulfills the purposes and policies of the Act and the CDBG Program and desires to utilize certain CDBG Funds to meet the objectives further detailed in the *Scope of Work* attached as “**Exhibit C**”; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency’s compliance with the requirements of the CDBG Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of CDBG Funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge County and Agency agree as follows:

ARTICLE I - RECITALS

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II – NATIONAL OBJECTIVES AND APPLICABLE FEDERAL REQUIREMENTS

Section 1. Compliance with National Objectives

- 1.1 **National Objectives.** The Agency, as a subrecipient of CDBG Funds, hereby affirms that the activities carried out with the Funds provided under this Agreement meet one or more of the CDBG Program national objectives, as defined in the CDBG Code of Federal Regulations 24 CFR § 570.200(a) and 24 CFR § 570.208 (collectively hereinafter referred to as “**National Objectives**”).
- 1.2 **Required Certification.** Pursuant to 24 CFR § 570.200(a), the Agency hereby certifies that the Work provided under this Agreement will benefit low- and moderate-income persons.

Section 2. Limited Clientele. The Agency may provide Work funded by this Subaward to Limited Clientele so long as doing so meets the requirements found in 24 CFR § 570.208(a)(2) (“**Limited Clientele**”) and falls within the *Scope of Work* attached to this Agreement as “**Exhibit C.**”

Section 3. Applicable Federal Requirements

- 3.1 This Agreement is funded pursuant to **Federal Award Identification Number: B-24-UC-12-0003, CFDA 14.218** and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related Work.
- 3.2 The Agency shall comply with the regulations found in 2 CFR Part 570 (“**Community Development Block Grants**”), with details of HUD requirements concerning CDBG, with the Code of Federal Regulations Title 2, Part 200, as amended by 24 CFR § 570.502 (“**Uniform Administrative Requirements**”), all federal regulations and policies issued pursuant to these regulations, and any other relevant or related federal directive or applicable laws (collectively, “**Applicable Federal Law(s)**”).
- 3.3 A partial list of the Applicable Federal Laws is attached as “**Exhibit A,**” for convenience and reference purposes only and shall not be relied upon by the Agency to be the full and exhaustive list of Applicable Federal Laws.
- 3.4 The Agency hereby acknowledges that the specific provisions of Applicable Federal Laws referenced in this Agreement or in “**Exhibit A**” are referenced only for emphasis. The exclusion of a specific provision of Applicable Federal Law from this Agreement does not alleviate the Agency from its obligation to comply with such applicable provisions.
- 3.5 **By executing this Agreement, the Agency hereby certifies that it has reviewed the Applicable Federal Laws and that it understands its obligations pursuant to such federal laws, regulations, policies, and directives.**

Section 4. Agreement between County and HUD. The Agency shall be bound by the standard terms and conditions used in the CDBG Agreement between the County and HUD (a copy of which has been provided to the Agency and is hereby incorporated into this Agreement by reference), and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto, to the extent such terms apply to the County’s subrecipients.

ARTICLE III – USE OF SUBAWARD

Section 1. Use of Subaward Funds

- 1.1 The Agency shall use the Subaward received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Work described in the *Scope of Work* attached to this Agreement as “**Exhibit C**”. CDBG Funds shall not be used for any purpose other than those provided for in this Agreement.

- 1.2 The Agency shall provide all required staff, volunteer workers, and services required for the operation of the Project. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.
- 1.3 CDBG Funds shall be expended only for costs associated with the implementation of those Work activities in the *Budget* attached as “**Exhibit B**”.

Section 2. Project Completion Date. The Project shall be completed no later than **December 31, 2026** (“**Completion Date**”). The Completion Date may be extended by the Program Administrator, in their sole discretion, in the event of any unavoidable delays deemed to be beyond the control of the Agency. Any such extension of the Completion Date by the Program Administrator shall be done in writing and shall not extend beyond the term of the Federal Award. For the purposes of this Agreement, the “**Program Administrator**” is the Manager of the County’s Housing and Community Development Division or their designee.

Section 3. Work Area. The Agency shall provide the Clients with Work at the designated facility located at the address designated in the *Scope of Work* attached as “**Exhibit C**”, or such other address located within Orange County as may be provided to and approved by the County in writing.

ARTICLE IV – CONFIDENTIALITY AND PUBLIC RECORDS

Section 1. Florida Information Protection Act (“FIPA”)

- 1.1 If applicable, the Agency shall be responsible for protecting “**Personal Information**” in compliance with the terms of Section 507.171, Florida Statutes.
- 1.2 Pursuant to Section 501.171(1)(g)1., Florida Statutes, “Personal Information” means either of the following:
- (a) An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - (1) A social security number;
 - (2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;
 - (4) Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional;
 - (5) An individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or
 - (6) Any information regarding an individual’s geolocation.
 - (b) A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

Section 2. Public Records Compliance Requirements.

2.1 Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

- (a) Keep and maintain public records required by the County to perform the service.

- (b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.
- (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 for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.
- (d) Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.
- (e) If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
- (f) All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

2.2 **Florida Agencies.** If the Agency is an "Agency" as defined by Section 119.011, Florida Statutes, then the Agency shall comply with its own obligations under Chapter 119, Florida Statutes. The Agency additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Agency will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 3. Health Insurance Portability and Accountability Act ("HIPAA")

- 3.1 Under this Agreement, each party shall limit its transmission of data to the other party only to data that either: (a) is not "**Protected Health Information,**" as defined in 45 CFR § 160.103; or (b) has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.
- 3.2 Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that: (a) a Business Associate Agreement has been executed; and (b) all the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed including, but not limited to, obtaining signed and written authorizations or consents from the patient or client.

ARTICLE V - FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding Limitations.

- 1.1 The Agency understands that this Agreement receives one-hundred percent (100%) of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of any portion of the funds provided through the Subaward, the Agency shall be responsible for reimbursing the County for the total amount owed.

- 1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.
- 1.3 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any services or expenses incurred not within the term of this Agreement.
- 1.4 The Agency understands and agrees that the Work provided to the Clients are on an “as needed basis,” and that the dollar values referred to in this Agreement do not in any way constitute a guarantee of the level of service that may be requested of the Agency or a guaranteed payment of the total maximum amount payable.
- 1.5 The County shall be the final authority as to the availability of CDBG Program funds and as to how such funds will be allocated. The County reserves the right to reduce or otherwise alter the Subaward amount of this Agreement at its sole discretion. Notification of such funding modification shall be provided in accordance with **Article XIV (“Notices”)**.

Section 2. Budget.

- 2.1 The Subaward shall be an amount not to exceed the total amount indicated in the *Budget* attached as “**Exhibit B**”. Such Subaward shall be paid in accordance with the *Budget*, and any federal, state and local laws, rules, regulations, and orders.
- 2.2 All Funds allocated to the Agency from the County for the current CDBG Program year shall be expended according to the budgetary line-item expenditures provided for in the *Budget*. Requests for transfers within approved line items in the *Budget* that are reasonable and justifiable, are permissible with the approval of the County’s Manager of the Housing and Community Development Division (“**Manager**”) upon written request by the Agency. Such request shall be submitted no later than ten (10) days prior to the Project’s Completion Date set forth in **Article III** of this Agreement.

ARTICLE VI - BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements

- 1.1 The Agency shall submit all invoices and/or requests for reimbursement to the County on or before the last business day of each fiscal quarter (ending December 31, March 31, June 30, and September 30) or at such greater or lesser frequency as required in the *Scope of Work* attached to this Agreement as “**Exhibit C**” and in accordance with the Project timeline. Submittals shall include CDBG Program allowable Work incurred during the prior month and a completed itemized *Invoice*, a draft copy of which is attached as “**Exhibit D**.”
- 1.2 Each invoice shall be completed in its entirety and shall itemize all CDBG Program approved Work and expenditures incurred by the Agency for the prior month.
- 1.3 Invoices submitted to the County shall include copies of supporting documentation for all expenditures and/or Work charged. “**Supporting Documentation**” shall include, but not be limited to: documentation supporting the completion of services (material and labor costs, etc.), accounting records supported by documentation (copies of issued checks, invoices, payroll and time sheets submitted via LCPTracker, etc.), and any other documents relating to the expenditures incurred and paid for by the Agency relating to the Project and Work provided under this Agreement. All charges for Work or expenditures submitted for reimbursement must be eligible under the CDBG Program requirements.

- 1.4 Requests for payment or reimbursement deemed by the County, in its sole discretion, as ineligible shall be rejected by the County for payment. The County retains the right to reject approval for payment of any expenses or services the County deems as failing to meet CDBG Program requirements.
- 1.5 The Agency shall submit the Agency's invoices in accordance with the following procedures:
- (a) Submit a completed Invoice to the attention of the Program Administrator on or before the last business day of the fiscal quarter following the quarter during which CDBG grant-related Work were provided and expenses incurred.
 - (b) Submit records of the Subaward funds expended during the prior quarter along with Supporting Documentation of payment being made by the Agency.
 - (c) The Agency shall ensure that all social security numbers included on documents submitted to the County are excluded, deleted, or redacted, except the last four digits which may be used to identify Clients in records or reports if the Agency does not have a Client identification numbering system in place.
 - (d) For employee salaries, the Agency shall submit time sheets or other records documenting the time employees spent in CDBG Program related activities for the pay period(s) reimbursement is being requested. This shall include records for employees that are partially involved in Project activities. As part of its quarterly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment provided to vendors.
 - (e) The Agency must submit an AIA form that is standard use in the capital improvement project industry that includes the original *Budget* amount, amount requested to date, current billing amount and balance of funding, all of which is to be listed by line item.

Section 2. Payment

- 2.1 **Local Government Prompt Payment Act.** The County shall make payments to the Agency for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes. All checks disbursed from the County shall be made payable to the Agency.
- 2.2 The County reserves the right to withhold or deny payment of Funds to the Agency for: (i) an incomplete invoice and/or failure to provide any and all required supporting documentation; (ii) Work performed relating to the Project or this Agreement deemed to be unsatisfactory; and (iii) the Agency's failure to comply with the terms and conditions of the CDBG Program, Applicable Federal Laws, or this Agreement. In such case, the County shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance of such action.
- 2.3 The Agency shall repay the County any funds deemed by the County as paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County which is not repaid within ninety (90) days after the County's request.
- 2.4 The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement, including, but not limited to, failure to submit Annual Programmatic Reports attached to this Agreement as "**Exhibit F**", or failure to assist the number of Clients projected, have not been met.
- 2.5 **Funds Paid in Advance.** If the Agency is provided Subaward funds in advance pursuant to this Agreement, the Agency and the County must agree to and execute the *Subaward Advance Terms and Affidavit* attached to this Agreement as "**Exhibit G**". Additionally, the Agency hereby certifies to the County that, if the Agency receives an advance of the Subaward:

- (a) The Agency shall comply with 2 CFR § 200.305(b) (“**Federal payment**”) and therefore shall:
- (1) Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Agency, and (ii) the Agency’s disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;
 - (2) Review 2 CFR § 200.305(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and
 - (3) Make timely payment to its contractors and vendors.
- (b) **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Agency shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County’s Risk Management Division if the Agency is a “state agency or subdivision” as defined by Section 768.28(2), Florida Statutes.
- (c) Failure on the part of the Agency to use advance funds exclusively for permitted uses shall be cause for termination of this Agreement and will jeopardize the Agency’s ability to receive advances or awards from the County in the future.

ARTICLE VII - PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Maintenance, Retention, and Access to Records

- 1.1 The Agency, and its subcontractors (if any) that are providing Work, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.
- 1.2 The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency’s financial activities.
- 1.3 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each subaward awarded separately from expenditures from other sources. The Agency shall ensure that all funds received from the County under the CDBG Program are kept in accounts separate and apart from all other funds and accounts of the Agency.
- 1.4 The Agency shall establish and maintain separate accounting records for the Agency’s activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the CDBG Program, and any directives issued by HUD.
- 1.5 The Agency shall maintain records including, but not necessarily limited to, in accordance with 24 CFR § 570.506 and the following:
 - (a) Records providing a full description of each activity undertaken;
 - (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - (c) Records required to determine the eligibility of activities;
 - (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- (f) Financial records as required by 24 CFR § 570.502 and 2 CFR Part 200;
 - (g) Records necessary to document compliance with CDBG program requirements described in 24 CFR Part 570, Subpart K;
 - (h) Voucher System showing all supporting documentation, including purchase orders, invoices, and requisition;
 - (i) Book of Original Entry showing cash receipts, disbursement journals and general ledger;
 - (j) Chart of Accounts listing all accounts;
 - (k) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;
 - (l) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;
 - (m) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;
 - (n) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;
 - (o) Petty cash record system showing monthly or more frequent reimbursement procedures;
 - (p) Documentation of purchasing practices showing formal pre-numbered purchase order system;
 - (q) Inventories and other safeguards against loss by theft or physical deterioration of food, clothing, equipment or other items;
 - (r) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with a minimum value of One Thousand Dollars (\$1,000.00), and annual inventory reflecting actual value of property;
 - (s) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project (if allowed);
 - (t) Client eligibility, including Client income, family configuration, number of female head of households assisted, race, ethnic origin, type of assistance requested, and Service(s) provided relating to the Project, including source documentation to support how CDBG Funds were expended; and
 - (u) Documentation which demonstrates that Clients meet the eligibility *Income Guidelines* as set forth in “**Exhibit E**”, when such eligibility income guidelines are applicable.
- 1.6 The Agency shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Agency’s performance under this Agreement.
- 1.7 All records that were created, utilized, or maintained for the purpose of fulfilling the Agency’s obligations pursuant to this Agreement, whether paper or electronic (“**Relevant Records**”), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.
- 1.8 In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

- 1.9 The Agency shall permit the County, the Comptroller of Orange County (the “**Comptroller**”), HUD, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.
- 1.10 If the *Scope of Work* in “**Exhibit C**” is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, HUD, the Comptroller General of the United States, or any of their authorized representatives.
- 1.11 **The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Agreement and the CDBG Program.**

Section 2. Financial Standards

- 2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the 2 CFR Part 200, Subparts E (“**Cost Principles**”) and F (“**Audit Requirements**”).
- 2.2 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
- 2.3 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.

Section 3. Program Income and Fees

3.1 Program Income

- (a) CDBG “**Program Income,**” is defined in 24 CFR § 570.500(a) and, for the purposes of this Agreement, means gross income received by the Agency and directly generated by a CDBG supported activity or earned only as a result of this Agreement during the Project period.
- (b) Program Income includes, but is not limited to, income from fees for Work performed; Client donations to the Program; funds received from the use or rental of real or personal property acquired with Subaward funds; proceeds from the disposition of property purchased or improved with CDBG Funds; any interest earned on CDBG funds held in a revolving fund account; or proceeds from the disposition of equipment bought with CDBG funds.
- (c) Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program Income generating activities that are only partially assisted with CDBG Program funds, such income shall be prorated to reflect the actual percentage of CDBG Program funds that are used in accordance with 24 CFR § 570.500.

- 3.2 The Uniform Administrative Requirements require that Program Income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:
- (a) Added to funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Work to additional Clients, over and above the number of Clients specified in the Agreement;
- (b) Used to finance the non-federal share of the Project when approved by the County; and
- (c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

- 3.3 Program Income on hand at the time of expiration of the Agreement must be returned to the County along with accounts receivable that are attributable to the use of CDBG Program Funds.

Section 4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR §§ 570.502, 570.503, and 570.504, as applicable, which include, but are not limited to, the following:

- 4.1. The Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- 4.2. Real property under the Agency's control that was acquired or improved, in whole or in part, with Subaward funds in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 570.208 until five (5) years after the expiration of of this Agreement. Failure to comply with this subsection will result in the Agency paying the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The Agency may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
- 4.3. If equipment acquired, in whole or in part, with funds under this Agreement is sold, then the proceeds will be considered Program Income. If the Agency does not need said equipment for activities under this Agreement, then the Agency will either (a) transfer the equipment to the County for the CDBG program, or (b) retain the equipment after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment

ARTICLE VIII - RISK ASSESSMENT, MONITORING, AND AUDITING

Section 1. Risk Assessment. The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the Agency performing Work under this Agreement.

Section 2. Monitoring and Remedies for Non-Compliance.

- 2.1 The Agency shall systematically and expeditiously furnish the County any and all data needed for the purpose of CDBG Project monitoring and evaluation. This data shall include information of the Work provided and any other data that may be required by the County, in its sole discretion, to adequately evaluate the CDBG Project cost and effectiveness of the Work provided.
- 2.2 CDBG Project programmatic and financial monitoring shall be performed periodically by the County with a Letter of Findings provided, if applicable, and shall comply with the 2 CFR § 200.329 ("**Monitoring and Reporting Program Performance**"). The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, within thirty (30) days of the date of the Letter of Findings.
- 2.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.
- 2.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right of termination of monthly contribution payments, and/or restitution of any use by the Agency of CDBG Funds determined to not be in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.
- 2.5 Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

- 2.6 Financial reporting shall be performed in accordance with the 2 CFR § 200.328 (“**Financial Reporting**”). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.
- 2.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with CDBG regulations.
- 2.8 The County may conduct monitoring visits, as it deems necessary, to evaluate the Agency’s compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations.

Section 3. Auditing. The County, the Orange County Comptroller (“**Comptroller**”), the Federal Government, or any authorized designee or representative of any such government agency, shall have the right to audit the Agency’s use of Subaward funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

- 3.1 **Audit requirements.** If the Agency expends \$1,000,000 or more during its fiscal year in federal awards, the Agency must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR § 200.501 (“**Audit Requirements**”).
- 3.2 **Single audit.** If the Agency expends \$1,000,000 or more during its fiscal year in federal awards, the Agency must have a single audit conducted in accordance with the Federal Code 2 CFR § 200.514 (“**Scope of Audit**”), except when the Agency elects to have a program-specific audit conducted in accordance with 2 CFR Part 200.501(c).
- 3.3 **Exemption.** An exemption shall apply when the federal awards expended are less than \$750,000. If the Agency expends less than \$1,000,000 during its fiscal year in federal awards, the Agency is exempt from federal audit requirements for that year, except as noted in 2 CFR § 200.503 (“**Relation to Other Audit Requirements**”), but records must be available for review or audit by the County, Comptroller, appropriate HUD officials, and Government Accountability Office (“**GAO**”).

Section 4. Audit Submission

- 4.1 Audits shall be submitted to the County, no later than thirty (30) days after the auditor’s report is received by the Agency. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Agency’ fiscal year, or as specified in accordance with 2 CFR Part 200, Subpart F (“**Audit Requirements**”).
- 4.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which is compliant with 2 CFR Part 200, Subpart F, shall be forwarded to the County, with a copy provided to the Orange County Comptroller’s Office, at both of the following addresses:

- (a) Orange County, Florida
Housing and Community Development Division
Attn: Manager
525 E. South Street
Orlando, Florida 32802-1393

Or electronic mail to: janna.souvorova@ocfl.net

AND

- (b) Orange County Comptroller’s Office

Finance and Accounting Department
 Attn: Grants Section
 P.O. Box 38, Orlando, Florida 32802

Or electronic email to: jamille.clemens@occompt.com

- 4.3 Audit requirements stipulate that grantees and sub-grantees that spend \$1,000,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of the Federal Code 2 CFR Part 200, Subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is: <https://harvester.census.gov/facweb/>.
- 4.4 In the event the Agency is required to submit their audit (single or program-specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200, Subpart F, a copy of the audit will be forwarded to the County and Comptroller's Office, as otherwise required by this Article.
- 4.5 Failure to comply with this requirement shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement from the Agency.

ARTICLE IX – TERM AND TERMINATION

Section 1. Term. The “Term” of this Agreement begins on the date of execution by the County and terminates five (5) years after the Project's Completion Date (as defined in the *Scope of Work*) (or “Use Period”). Due to the County's obligations to HUD, funding availability under this Agreement shall terminate on September 1, 2030.

Section 2. Subaward Period of Performance

- 2.1 The “Subaward Period of Performance” is the time during which the Agency may incur obligations to carry out the work or services authorized under this Agreement. The Agency may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).
- 2.2 The Subaward Period of Performance of this Agreement is: the date of execution by the County to December 31, 2027. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award's Period of Performance shall prevail.

Section 3. Termination

- 3.1 The County may terminate this Agreement without cause and for convenience upon its provision of thirty (30) days prior written notice to the Agency. The Agency may terminate this Agreement without cause and for convenience upon its provision of forty-five (45) days prior written notice to the County. Any such notice shall comply with the requirements set forth in **Article XIV (“Notices”)** and shall be effective upon the other party's receipt of such notice.
- 3.2 In the event this Agreement is terminated before the end of the Term, whether for cause or convenience, the Agency shall reimburse the County all, or a portion, of the Subaward funds expended on the Project. Enforcement of such requirement shall be at the sole discretion of the County.
- 3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:
- (a) Unauthorized or improper use of Funds for the Project;

- (b) Failure to comply with the requirements of the CDBG Program or the terms and conditions of this Agreement;
 - (c) Submission of incorrect or incomplete invoices, annual programmatic reports, or support documentation to the County;
 - (d) Inability to perform under this Agreement for any reason, including unavailability of CDBG Program Funds to finance all or parts of the Project; or
 - (e) Violation of the conflict of interest or provisions of this Agreement and applicable law.
- 3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with **Article XIV**.
- 3.5 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing Work under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.
- 3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:
- (a) Stop working under this Agreement on the date and to extent specified in the notice of termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;
 - (d) Manage CDBG Program properties as directed by the County;
 - (e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
 - (f) Take any other actions directed in writing by the County.
- 3.6 Pursuant to 2 CFR § 200.340(a)(3), the Agency may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, the Agency's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Agency's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

Section 4. Force Majeure

- 4.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the party's control so long as the delay is not caused by the party's own fault or negligence. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the *Scope of Work* of this Agreement, or which in any way existed at the time this Agreement was executed.

- 4.2 No other damages, fees, or costs may be assessed against the County for the County's termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

ARTICLE X – REPORTING AND CLOSEOUT

Section 1. Annual Programmatic Reports

- 1.1 The Agency shall submit an Annual Programmatic Report to the Program Administrator, together with the Invoice within thirty (30) calendar days of the end of each fiscal year (September 30).
- 1.2 The CDBG Program's Annual Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as "**Exhibit F**," which shall include, but not be limited to, the following information:
- (a) Total of unduplicated persons (Program participants) and households assisted;
 - (b) Income breakdown of households assisted;
 - (c) Number of female headed households assisted;
 - (d) Number of homeless persons and households assisted;
 - (e) Racial breakdown and ethnic background of assisted; and
 - (f) Description of Service(s) provided.
- 1.3 The Annual Programmatic Report shall contain the cumulative totals and characteristics of persons and households assisted, and type of Work provided. In addition, the Agency must report on how the Project assisted in fulfilling Consolidated Plan goals and CDBG Program National Objectives through its accomplishments.
- 1.4 The Annual Programmatic Report must demonstrate how the proposed Project can be measured according to the *Performance Measurement Standards* identified in "**Exhibit F**."
- 1.5 The Program Administrator should be notified in writing of any problems, delays, or adverse conditions which affect the ability to attain CDBG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

Section 2. Subaward Closeout

- 2.1 The closeout of the Federal Award, or this Subaward, does not affect any of the following:
- (a) The right of the Federal Awarding Agency or the County to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or County must make any cost disallowance determination and notify the Agency within the record retention period.
 - (b) The requirement for the Agency to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (c) The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.
 - (d) Audit requirements in 2 CFR Part 200, Subpart F.
 - (e) Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.
 - (f) Records retention as required in §§ 200.334 through 200.338 of 2 CFR Part 200.

- 2.2 After closeout of the Federal Award and/or this Subaward, a relationship created under the Federal Award and/or this Subaward may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Agency, provided the responsibilities of the Agency, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Agency, as appropriate.

ARTICLE XI - ASSIGNMENTS AND SUBCONTRACTS

Section 1. Assignments

- 1.1. The parties deem the Work to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.
- 1.2. The Agency shall not assign, sublet, convey, or transfer any interest, right, or duty under this Agreement without prior written consent from the County, which may be given at the County's sole discretion. If the Agency attempts to assign any such rights or duties without the prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.

Section 2. Subcontracting

- 2.1 The Agency shall not enter into any subcontracts for the Project or related Work, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.
- 2.2 The Agency shall ensure that subcontractors, if applicable, are required to comply with the requirements set forth in the Uniform Administrative Requirements.
- 2.3 The County shall retain the right to review and comment on the Agency's solicitation plans and documents prior to the solicitation of bids, and, if utilizing that right, the County shall approve the selected contractor in writing prior to the Agency entering into any contract relating to the Project. The Agency shall provide the Program Administrator a copy of all executed contracts with the selected contractors and sub-contractors, all of which shall include a provision requiring the respective contractor or sub-contractor to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.
- 2.4 The Program Administrator shall retain the right to review and evaluate all submittals, attend all construction progress meetings, and be fully informed of all issues including, but not limited to, any deletions or revisions in work resulting in a change in the Completion Date, and contract amount or scope of work. In no event shall the Completion Date be changed or otherwise modified beyond term of this Agreement without prior written approval by the County.
- 2.5 During the construction period, the Agency shall require all tiered contractors to submit required certified payroll via LCPTracker software.

LCPtracker LABOR COMPLIANCE REPORTING SERVICE.

LCPtracker is an internet-based service that allows for simple, accurate and compliant reporting of labor information required by CDBG. The CONTRACTOR AND ALL TIERED SUBCONTRACTORS will subscribe free of charge to the services of LCPtracker for the submission of Certified Payroll, EEO Reporting, Section 3 Reporting, etc.

ARTICLE XII - PROCUREMENT REQUIREMENTS

Section 1. General Requirements. The Agency shall comply with the applicable requirements set forth in 2 CFR § 200.327 (“**Contract Provisions**”) when performing procurement in the process of delivering Work specified in this Agreement.

Section 2. County Procurement Requirements

- 2.1 When expending any funds provided to the Agency pursuant to this Agreement, the Agency must comply with 2 CFR §§ 200.318-200.327 (“**Procurement Standards**”). Moreover, by executing this Agreement, the Agency certifies that, for the purposes of using the Subaward funds, the Agency either: (a) maintains written purchasing procedures in compliance with such Procurement Standards; or (b) does not maintain written purchasing procedures that are compliant with such Procurement Standards and therefore agrees to use the County’s purchasing procedures, which can be found at this link: <https://orangecountyfl.net/Portals/0/resource%20library/vendor%20services/Procurement%20Manual-CERT.pdf>.
- 2.2 The Agency shall maintain an inventory of all property purchased or acquired with CDBG Program Funds. “Property” shall mean all non-expendable, tangible property with a value of at least \$1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in the Agency’s care, custody or control purchased or acquired with CDBG Program Funds.
- 2.3 The Agency will immediately report lost or stolen property to the County. The Agency will also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency will submit a report to the County listing the item received or returned as well as a description, serial number and quantity.
- 2.4 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired with CDBG Program Funds, pursuant to the requirements of 2 CFR § 200.310 to 2 CFR § 200.316 (“**Property Standards**”). At the County’s discretion, the County may allow the Agency to retain property purchased with CDBG Program Funds if such property is needed to continue performing Work for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the Manager to continue using the property purchased with CDBG Funds beyond the termination of this Agreement.
- 2.5 **Sustainable Products and Services.** In accordance with 2 CFR § 200.323, the Agency should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

ARTICLE XIII – INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, the County’s officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or the Agency’s sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a

political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. Protection of Persons and Property. While working or performing Work at County facilities, the Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement.

- 2.1 The Agency shall take all reasonable precautions for the safety and protection of:
- (a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;
 - (b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and
 - (c) Other property at or surrounding the premises including trees, shrubs, lawns, walks, pavement, and roadways.
- 2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, the Agency's agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- 2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:
- (a) Occupational Safety & Health Act (OSHA)
 - (b) National Institute for Occupational Safety & Health (NIOSH)
 - (c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

- 2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. Insurance

- 3.1 The Agency agrees to maintain, on a primary basis and at the Agency's sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review and acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 440, Florida Statutes, as may be amended from time to time.
- 3.2 The Agency shall require and ensure that each of the Agency's contractors and sub-vendors/sub-contractors, consultants providing Work hereunder (if any) procures and maintains, until the completion of their respective Work, insurance of the types and to the limits necessary to protect the Agency and the County against any loss or claim resulting from the activities contemplated under this Agreement.

3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via www.floir.com/companysearch and A.M. Best's Ratings are available at www.ambest.com.)

3.4 **Required Coverage:**

- (a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$1,000,000 (One Million Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent.

- (b) **Sexual abuse and molestation coverage** with limits of not less than \$100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
- (c) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.

Required Endorsements:

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

- (d) **Fidelity & Employee Dishonesty** – The Agency shall maintain fidelity/employee dishonesty coverage with a limit of not less than the CDBG Funds awarded for the Project.
- (e) **All-Risk Property Coverage** – The Agency shall provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to other property owned by the Agency.
- (f) **Flood Insurance** – The Agency agrees that if any portion of the Project is located in a special flood hazard area as identified by the Federal Emergency Management Agency, flood insurance will be purchased either through the National Flood Insurance Program or other commercially available insurance to cover all assets acquired or improved with Federal funds.
- (g) **Property Insurance**. Pursuant to 2 CFR § 200.310, the Agency shall maintain the equivalent insurance coverage for real property and equipment acquired or improved with Subaward funds as provided to property and equipment owned by the Agency.

3.5 By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. Sample documents have been attached to this Agreement as **Exhibits J, K, and L**, but the Agency shall

provide the Agency's own original forms as provided by the Agency's insurer. When required by the insurer, or should a policy condition permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

- 3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. Blanket endorsements will be accepted as long as the entire endorsement is submitted and the policy number appears at the top of the first page. All specific policy endorsements shall be in the name of Orange County, Florida.
- 3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificates compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section.
- 3.8 The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any cancellation or non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policies.

The certificate holder shall read:

Orange County, Florida
c/o Housing and Community Development Division
525 E. South Street
Orlando, Florida 32801

- 3.9 **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes) and is self-insured:
- (a) Paragraphs 3.1 – 3.8 of this Article are not applicable to the Subrecipient. However, such paragraphs do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Subrecipient in any such subcontracts.
- (b) Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in Paragraph 3.8 of this Article.

Section 4. Vulnerable Persons

- 4.1 If the Work to be provided in the *Scope of Work* attached to this Agreement as "**Exhibit C**" involve "vulnerable persons" as defined in Section 435.02(8), Florida Statutes, then the Agency's employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of that Work, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).
- 4.2 This screening shall:

- (a) Be completed at no cost to the County;
- (b) Be completed prior to the employee/volunteer beginning work pursuant to this Agreement;
- (c) Be repeated at five (5) year intervals for the duration of this Agreement and any amendment hereto;
- (d) Consist of an employment history check; and
- (e) Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agencies.

- 4.3 If applicable, the Agency shall provide the Director of the County’s Housing and Community Development Department, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing Work are acceptable to use in the Agency’s provision of Work to, or engagement with, such vulnerable persons.
- 4.4 The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Agency in completing its obligations under this Agreement.
- 4.5 Any failure by the County to request to review the actual screenings of any employee shall not relieve the Agency of its liability and obligations under this Agreement, nor shall it place any liability on the County regarding the determination as to the eligibility or acceptability of any of the Agency’s employees to provide Work or to engage with any vulnerable person.

Section 5. Independent Contractor. It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all Work performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker’s compensation matters.

Section 6. Environmental Indemnification. The Agency shall defend, indemnify and hold harmless the County (and the County’s officials, agents, and employees) from any claim arising from, or in any way related to, the environmental condition of the property to be used for the Project, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project and associated property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and is not to be construed to commence only upon realization by the County of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification shall not be construed as an indicia of ownership, management, or control of the Project by the County, and the County hereby recognizes and acknowledges that the County is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of this Agreement.

ARTICLE XIV - NOTICES

All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery addressed as follows:

As to County: Orange County Housing and Community Development Division
 Attention: Manager
 525 East South Street, Orlando, FL 32801

With Copy to: Orange County Administration
 Attention: Infrastructure, Community, and Development Services
 Administration Building, 5th Floor
 201 S. Rosalind Avenue, Orlando, FL 32801

As to Agency: Executive Director
 Town of Eatonville Community Redevelopment Agency
 370 E. Kennedy Blvd.
 Eatonville, FL 32751

ARTICLE XV - GENERAL TERMS AND CONDITIONS

Section 1. Religious and Political Activities. The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the CDBG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. § 7321 et seq. (“**Hatch Act**”), 24 CFR § 570.207(a)(3) or 24 CFR § 570.200(j).

Section 2. Anti-Lobbying Provision. The Agency agrees that no federally appropriated funds will be used by the Agency, or on behalf of the Agency, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 USC § 1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the *Certification Regarding Lobbying* attached as “**Exhibit I.**” A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an employee or officer of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (“**Disclosure Form to Report Lobbying**”) in accordance with its instructions.

Section 3. Non-Discrimination. The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of the Project or performance of Work related thereto. The Agency shall comply with 42 USC § 5301, et seq.; 42 USC § 6101; 29 USC § 794; 24 CFR § 570.602; and 24 CFR Part 6. The Agency shall comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.) and implementing regulations in 24 CFR Part 1. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 USC § 6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 4. Resident Aliens. The Agency agrees to comply with the requirements set forth in 24 CFR § 570.613 regarding eligibility restrictions for certain resident aliens.

Section 5. Debarment and Suspension. The Agency acknowledges and understands that the regulations at 2 CFR Part 180 (“**OMB Guidelines to Agencies on Governmentwide Debarment And Suspension**”) specifically prohibit the County from entering into a “**Covered Transaction,**” as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (“**SAM**”) Exclusions list.

- 5.1 By executing this Agreement, the Agency hereby certifies that:
- (a) It does not appear on the SAM Exclusions list;
 - (b) It shall maintain an active registration with SAM for the entire Term of this Agreement; and
 - (c) It shall notify the County within five (5) business days if is added to the SAM Exclusions list, or should its status under the SAM system change in any way, during the Term of this Agreement.
- 5.2 The Agency shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 5.3 The County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Agency: (a) be found to have misrepresented its SAM system status in any manner; or (b) fail to notify the County of any change in its status under the SAM system.
- 5.4 By executing this Agreement, the Agency certifies it complies with the terms of this Article and 2 CFR Part 180, Subpart C (“**Responsibilities of Participants Regarding Transactions Doing Business with Other Persons**”). This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Section 6. Conflict of Interest. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 2 CFR Part 200. The Agency shall comply with the conflict of interest provisions contained in 24 CFR § 570.611 for those cases not governed by 2 CFR Part 200. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG Funds or who is in the position to participate in decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflicts.

Section 7. Gifts. The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

Section 8. Unlawful Compensation. The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 287, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 9. Scrutinized Companies

- 9.1 By executing this Agreement, the Agency certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes. Specifically, by executing this Agreement, the Subrecipient certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- 9.2 Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is not: (a) on the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria.

- 9.3 The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to: (a) have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or (b) have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- 9.4 If this Agreement is terminated by the County as provided in subparagraph 9.3(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in subparagraph 9.3(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 10. Prohibition of Use of Excessive Force. The Agency accepts and acknowledges the County's "Certification Regarding Policy Prohibiting Use of Excessive Force" attached hereto and incorporated by this reference as "**Exhibit N.**"

Section 11. Environmental Review Requirements.

- 11.1 The Agency shall comply with the environmental review procedures established in 24 CFR Part 58.
- 11.2 To avoid the disqualification of a project, no choice-limiting actions may be performed prior to the Agency having obtained environmental clearance for the project. The Agency is prohibited from undertaking or committing any funds on choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, construction, or leasing or disposition prior to the executed Authority to Use Grant Funds (HUD 7015.16) form or equivalent letter having been received. Additionally, entering into a contract that obligates the Agency to perform any of the above activities constitutes a choice-limiting action and puts the fundability of the project at risk.
- 11.3 The Agency shall provide information to the County regarding environmental assessments and remediation. The Agency shall submit to the County any changes to the original proposed scope of work, or any changes in the cost of the work, so that the County may evaluate this new information and conduct any further environmental review. This information shall be submitted to the County for approval at least thirty (30) days prior to the commencement of construction. The Agency agrees to assist the County in addressing any environmental issues that may arise during the County's review process.

Section 12. Buy America Build America

- 12.1 The Agency shall comply with Section 70914 of Public Law No. 117-58 (the Infrastructure Investment and Jobs Act (IIJA)), which includes the Build America, Buy America Act ("**BABA**"). BABA requires the following Buy America preferences:
- (a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
 - (c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. For the purposes of this

provision, “construction materials” includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of: (1) non-ferrous metals; (2) plastic and polymer-based products (including polyvinylchloride, composite building; (3) materials, and polymers used in fiber optic cables); (4) glass (including optic glass); (5) lumber; or (6) drywall.

- 12.2 This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to the Project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

Section 13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- 13.1 The Agency is prohibited from obligating or expending any portion of the Subaward funds to procure or obtain, extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 13.2 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 14. Public Entity Crimes

By executing this Agreement, the Agency hereby certifies that neither the Agency, nor one or more of Agency’s officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Agency, nor any affiliate of the Agency, has been charged with and convicted of public entity crime subsequent to July 1, 1989. The Agency additionally certifies that the Agency has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list. For the purposes of this provision, the terms “public entity crime,” “convicted,” and “affiliate,” are as defined in Section 287.133, Florida Statutes.

Section 15. Employment Eligibility.

- 15.1 By executing this Agreement, the Agency hereby certifies that, pursuant to Section 448.095, Florida Statutes, the Agency is registered with and will use the E-Verify system to verify authorization status of all newly hired employees.
- 15.2 Additionally, should the Agency enter into a subcontract utilizing any portion of the Subaward funds provided pursuant to this Agreement, the Agency shall require that such subcontractor provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such subcontractor’s affidavit in compliance with the records retention terms of this Agreement.
- 15.3 The Subcontract hereby acknowledges that if the County has a good faith belief that the Agency has

knowingly violated Section 448.09(1), Florida Statutes, then the County is obligated to terminate this Agreement with the Agency pursuant to Section 448.095(5)(c)1., Florida Statutes.

- 15.4 If the County terminates this Agreement for the foregoing reason, the Agency will not be awarded a public contract for at least one (1) year after the date on which this Agreement was terminated, and the Agency will be liable for any additional costs incurred by the County as a result of the termination of this Agreement.

Section 16. Mandatory Disclosure

In accordance with 2 CFR § 200.113, the Agency will promptly disclose whenever, in connection with the Federal Award or this Subaward, the Agency has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). This disclosure must be made in writing to HUD, HUD's Office of the Inspector General, and the County. The Agency will also report matters related to recipient integrity and performance in accordance with 2 CFR Part 200, Appendix II. Failure to make required disclosures can result in the "**Remedies for Noncompliance**" described in 2 CFR § 200.339 including, but not limited to, withholding payments, disallowing costs, suspension or debarment, and suspension or termination of this Agreement.

Section 17. Whistleblower Protections

- 17.1. In accordance with 2 CFR § 200.217, the Agency may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- 17.2. The Agency shall inform the Agency's employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

Section 18. Cybersecurity.

The Agency agrees that the Agency has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines in accordance with the best practices and highest industry standards intended to protect data, services, and infrastructure in its environments against accidental, unauthorized, or unlawful access, disclosure, alteration, loss, or destruction. To the extent the Agency's data includes personally identifiable information and other data designated as sensitive, the implementation of and compliance with these measures are designed to provide an appropriate level of security in respect of the processing of the personal data and shall at all times comply with the applicable data protection laws and regulations.

ARTICLE XVI - MISCELLANEOUS

Section 1. Attorneys' Fees and Costs. Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "**Action**").

Section 2. Conflicts. The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

Section 3. Construction and Representations. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and

notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

Section 4. Counterparts and Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of signature pages to the other parties at electronic mail addresses as designated by the parties, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such electronic delivery.

Section 5. Governing Law. This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

Section 6. Headings. The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 7. Jury Waiver. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

Section 8. Remedies. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 9. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

Section 10. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 11. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

Section 12. Use of County and Agency Logos. The Agency may not use of any the County's emblems, logos, or identifiers without written permission from the County. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

Section 13. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby

irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

Section 14. Waiver. No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 15. Written Modification

- 16.1 No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.
- 16.2 Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line-item transfers, personnel changes, and removal of special conditions, must be submitted to the Program Administrator no later than ten (10) days prior to the Project's Completion Date set forth in **Article III**. Amendments that require approval by the BCC must be submitted to the Program Administrator no later than sixty (60) days prior to the Project's Completion Date. All amendment requests must be submitted in writing on the Agency's letterhead and include an explanation as to why an amendment is being requested.

Section 16. Entire Agreement. This written agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

BY: Orange County Board of County Commissioners

BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: March 24, 2026

ATTEST:

Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jennifer Ann Kinety*
Deputy Clerk

Date: March 24, 2026

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

SUBRECIPIENT SIGNATURE PAGE

Section VIII. Item #14.

BY: TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

Signature: [Handwritten Signature]
Printed Name: Angie Gardner
Official Capacity: Chairwoman
Date: 1-26-26

Signature: [Handwritten Signature]
Printed Name: MICHAEL A. JOHNSON
Official Capacity: EXECUTIVE DIRECTOR
Date: 1-27-2026

NOTARY:

STATE OF Florida,
COUNTY OF Orange ss:

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this 26 day of Jan, 2026, by _____, in their official capacity as _____ for the Agency.

Personally Known; OR
 Produced Identification.
Type of identification produced: _____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

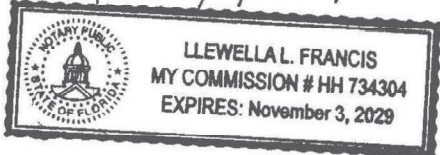
NOTARY:

STATE OF Florida,
COUNTY OF Orange ss:

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this 27 day of Jan, 2026, by _____, in their official capacity as the Board Chair or Authorized Representative for the Agency.

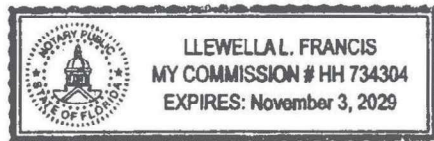
Personally Known; OR
 Produced Identification.
Type of identification produced: _____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

[Handwritten Signature]
Notary Public
My Commission Expires: 11/3/2029



Llewella L Francis
(Printed, typed or stamped commissioned name of Notary Public)

[Handwritten Signature]
Notary Public
My Commission Expires: 11-3-2029



Llewella L Francis
(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT A
APPLICABLE FEDERAL LAWS

The parties shall comply with the following laws and regulations in the performance of this Agreement:

1. Economic Opportunities for Low- and Very-Low Income Persons (24 CFR Part 75) ensuring that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. See: "**Exhibit O**," for the Section 3 Clause of this Agreement.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11063.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, J, K, and R apply to the activities performed under this Agreement. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Equal participation of faith-based organizations. The HUD program requirements in 24 CFR § 5.109 apply to the activities performed under this program, including the requirements regarding disposition and change in use of real property by a faith-based organization.
6. Debarred, suspended or ineligible contractors, 2 CFR § 200.213 and 2 CFR part 200 Appendix II.
7. Clean Air Act, as amended (42 USC §§ 7401-7515.)
8. Water Pollution Control Act, as amended, 33 USC § 1251, et seq., and § 1318, as amended, relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 308 of said Act, and all regulations and guidelines issued thereunder.
9. HUD Environmental Review Procedures (24 CFR Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.
10. Labor standards pertaining to contracts including 40 U.S.C. §§ 3141-3144, 3146, and 3147, and any applicable regulations published by the Department of Labor.
11. Drug Free Workplace Act of 1988.
12. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act
13. National Historic Preservation Act of 1966, as amended (Public Law 102-575).
14. Small and Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms should be considered in accordance with 2 CFR § 200.321 to ensure said businesses are provided with the opportunity to participate in the performance of this Agreement.
15. Fair Housing Act (42 U.S.C. § 3601, et. seq.) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended; and their implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating said compliance.

EXHIBIT A
APPLICABLE FEDERAL LAWS

16. Compliance with Davis-Bacon Act. The Agency shall comply, and shall require its contractors and sub-contractors to comply, with 24 CFR § 570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Parts 1 and 5. Any construction contracts entered into by the Agency shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. The Agency shall maintain documentation and records that demonstrate compliance with these regulations, including contract provisions and payroll records. Such documentation shall be provided to the County upon demand for the same.
17. Copeland “Anti-Kickback” Act. The Agency shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.
18. Contract Work Hours and Safety Standards Act. The Agency agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq.), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.
19. Handicapped Accessibility Requirements. The Agency shall design and construct the Project so that it is accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.); the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614; and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131, et seq.). The Agency shall keep records demonstrating compliance with these regulations.
20. Rights to Inventions Made Under this Agreement. If the Federal Award and/or this Agreement meet the definition of “funding agreement” under 37 CFR § 401.2(a), and the Agency is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Agency.
21. Displacement, Relocation, Acquisition and Replacement of Housing. The Agency shall comply with 24 CFR § 570.606 and provide relocation assistance to displaced persons that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversions for a CDBG-assisted project. The Agency shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR § 570.606.
22. **The relevant provisions of 2 CFR Part 200 may be found at the following link: <https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II>. These provisions apply, except as set forth in 24 CFR § 570.502. Such relevant provisions include, but are not limited to:**
- 2 CFR § 200.328 (“Financial reporting”)
 - 2 CFR § 200.329 (“Monitoring and reporting program performance”)
 - 2 CFR § 200.332 (“Requirements for pass through entities”)
 - 2 CFR § 200.334 (“Records retention requirements”)
 - 2 CFR § 200.337 (“Access to records”)
 - 2 CFR § 200.338 (“Restrictions on public access to records”)
 - 2 CFR § 200.339 (“Remedies for noncompliance”)
 - 2 CFR § 200.340 (“Termination”)
 - 2 CFR § 200.341 (“Notification of termination requirement”)
 - 2 CFR § 200.342 (“Opportunities to object, hearings and appeals”)
 - 2 CFR § 200.343 (“Effects of suspension and termination”)

EXHIBIT A
APPLICABLE FEDERAL LAWS

- 2 CFR § 200.345 (“Post-closeout adjustments and continuing responsibilities”)
- 2 CFR § 200.346 (“Collection of amounts due”)

**EXHIBIT B
PROJECT BUDGET**

**TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

| Direct Costs | Total Cost |
|--|-------------------|
| General construction activities and improvements related to the renovation of a public facility that will provide economic development services and a small business incubator space for very low-, low-, and moderate-income individuals. | \$447,880 |
| TOTAL BUDGET | \$447,880 |

FUNDING ELIGIBLE ACTIVITIES: As further described in the *Scope of Work* found in “**Exhibit C**”.

**EXHIBIT C
SCOPE OF WORK**

**TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

The proposed Project covers general construction activities and improvements (to include both hard and soft costs) related to the renovation of a public facility that will provide economic development services and a small business incubator space for very low-, low-, and moderate-income individuals (Eatonville Works Employment and Business Incubator). Upon Project completion, the public facility will serve as a central hub for career resources to create a direct pipeline for workforce development, job training, and job placement services. The public facility improvements will modernize the building's exterior and create a functional space that supports economic development activities.

The proposed Project under this Agreement will cover general construction activities and improvements associated with the renovation of a public facility (soft and hard costs), to include the following:

- Soft costs associated with general construction activities (engineering, architectural, etc.);
- Roof replacement;
- Upgrades to the communication systems (internet access);
- Sitework activities (fencing, lighting, signage, etc.);
- Site security and access control improvements; and
- Interior modifications to the building structure.

The proposed Project is located at 370 E. Kennedy Blvd., Eatonville, FL 32751, and it has the following parcel identification and legal description:

Parcel ID: 35-21-29-0000-00-100

Legal Description: E 45 FT OF W 584.31 FT OF S 100 FT OF SE1/4 OF NE1/4 (LESS R/W ON N) OF SEC 35-21-29

Parcel Size: 0.06 acres (+/-)

Projected Output/Outcomes:

Output: Full completion of all of the above-referenced activities by the Project Completion Date (see **Article III, Section 2** of the Agreement).

Outcome: Provision of social services, to include economic development activities, job training, and job placement services to very low, low, and moderate-income individuals in order to increase their self-sufficiency and improve their quality of life.

**EXHIBIT E
INCOME GUIDELINES**

**Gross Income
2025 CDBG Income Limits**

| Persons in Household | Maximum Income Extremely Low 30% | Maximum Income Very Low 50% | Maximum Income Low 80% |
|-----------------------------|---|------------------------------------|-------------------------------|
| 1 | \$22,150 | \$36,900 | \$59,050 |
| 2 | \$25,300 | \$42,150 | \$67,450 |
| 3 | \$28,450 | \$47,450 | \$75,900 |
| 4 | \$31,600 | \$52,700 | \$84,300 |
| 5 | \$34,150 | \$56,950 | \$91,050 |
| 6 | \$36,700 | \$61,150 | \$97,800 |
| 7 | \$39,200 | \$65,350 | \$104,550 |
| 8 | \$41,750 | \$69,550 | \$111,300 |

DEFINITIONS:

LOW INCOME: Households whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

VERY LOW: Households whose incomes do not exceed 50% of the median income of the area, as determined by HUD with adjustments for smaller and larger families.

EXTREMELY LOW: Households whose incomes do not exceed 30% of the median family income of the area, as determined by HUD with adjustments for smaller and larger families.

NOTE: The CDBG Income Limits are provided by HUD annually and are subject to change. Data effective as of June 1, 2025.

EXHIBIT G
SUBAWARD ADVANCE TERMS AND AFFIDAVIT

Please select one of the choices below.

- The Subrecipient **will not be receiving funds in advance** pursuant to this Subrecipient Agreement.
- The Subrecipient **will be receiving an advance** of the Subaward pursuant to this Subrecipient Agreement and, therefore, the therefore hereby executes the following affidavit agreeing to the terms of such advance:

Part 1: Subaward Advance Terms

- A. 2 CFR § 200.305(b) (“**Payment**”) permits the County to issue advance payments of the Subaward to the Subrecipient as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the *Scope of Work*.
- B. As such, the following “**Subaward Advance Budget**” was prepared:

- C. Based upon the foregoing, the County shall issue an advance of \$_____ at the beginning of the Agreement’s term, or when such advance is agreed upon by the parties in writing. **All advanced Subaward funds must be spent no later than thirty (30) calendar days from the Subrecipient’s receipt of the advance.**
- D. **Subaward Advance Reconciliation.**
 - 1. The Subrecipient shall provide the County with a *Subaward Advance Reconciliation Report* with all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent no later than forty-five (45) calendar days after the Subrecipient receives the advance of the Subaward.
 - 2. Such *Subaward Advance Reconciliation Report* must be: (a) executed by the Subrecipient’s authorized representative; and (b) include attestation language.
 - 3. If the Subrecipient failed to expend all of the advanced Subaward funds within the thirty (30) days provided, the balance of unspent funds shall be deducted from subsequent invoices received by the County until it is fully exhausted. Any such advanced funds remaining at the end of the Agreement’s term must be returned to the County.
 - 4. The County reserves its right to suspend any further payments to the Subrecipient until it receives a sufficient *Subaward Advance Reconciliation Report* from the Subrecipient. Nothing in this “**Exhibit G**” should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law.

EXHIBIT G
SUBAWARD ADVANCE TERMS AND AFFIDAVIT

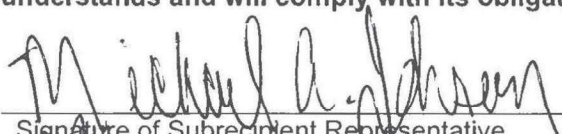
E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in the **“Payment”** section of this Agreement and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated in this Agreement.

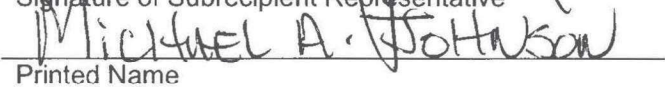
Part 2: Subaward Advance Affidavit

The undersigned hereby certifies on behalf of the Subrecipient, that:


1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.
2. The *Subaward Advance Budget* provided for in **Part 1** above is a true and accurate representation of the Subrecipient’s actual, immediate cash requirements for carrying out the *Scope of Work*.
3. The Subrecipient shall comply with 2 CFR § 200.305(b) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient’s disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.
4. The Subrecipient has reviewed 2 CFR § 200.305(b) and maintains financial management systems that comply with the standards therein for fund control and accountability.
5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.
6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

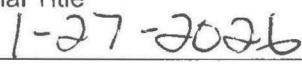
Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.



Signature of Subrecipient Representative


Printed Name



Official Title


Date

**EXHIBIT H
LEASED EMPLOYEE AFFIDAVIT**

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if I terminate the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____

**EXHIBIT I
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

By: Michael A. Johnson
Signature of Subrecipient Representative
MICHAEL A. JOHNSON
Printed Name

EXECUTIVE DIRECTOR
Official Title
1-27-2026
Date

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

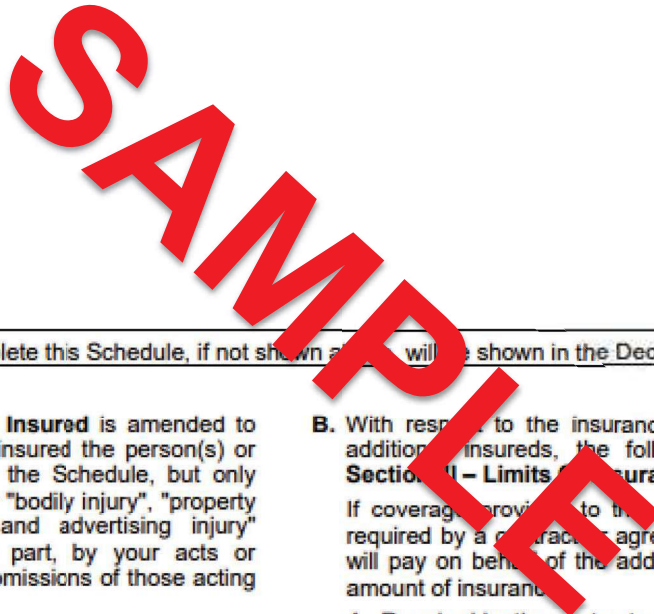
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT K
(if/when applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT L
(if/when applicable)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name Of Person Or Organization: |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

ABOVE IMAGE IS A SAMPLE ONLY

**EXHIBIT M
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**

The certification set out below is a material representation upon which reliance is placed by Orange County, Florida and the U.S. Department of Housing and Urban Development ("HUD") in awarding the grant funds. If it is later determined that Town of Eatonville Community Redevelopment Agency knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the County's Housing and Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. Town of Eatonville Community Redevelopment Agency will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

The undersigned hereby certifies that Town of Eatonville Community Redevelopment Agency will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Town of Eatonville Community Redevelopment Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) Town of Eatonville Community Redevelopment Agency policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the Loan, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notify the County's Housing and Community Development Department and/or the HUD in writing within ten (10) calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

By: *Michael A. Johnson*
 Signature of Subrecipient Representative
Michael A. Johnson
 Printed Name

EXECUTIVE DIRECTOR
 Official Title
1-27-2026
 Date

**EXHIBIT N
CERTIFICATION REGARDING POLICY
PROHIBITING USE OF EXCESSIVE FORCE**

In accordance with section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act), Orange County, Florida, certifies that:

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

NOTE: This certification does not require Town of Eatonville Community Redevelopment Agency to adopt a policy regarding excessive force. It is included for informational purposes only.

EXHIBIT O
SECTION 3 CLAUSE (CBDG)

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC § 1701u) ("**Section 3**") and its associated regulations (24 CFR Part 75) ("**Section 3 Regulations**"). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- B. The Agency agrees to comply with all applicable Section 3 Regulations, including but not in any way limited to those provisions found in § 75.9 regarding employment training and contracting, as well as those found in § 75.15 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met. If this Agreement contemplates Housing and Community Development Financial Assistance, the Agency also agrees to comply with Subpart C of the Section 3 Regulations ("**Additional Provisions for Housing and Community Development Financial Assistance**"), including but not in any way limited to those provisions found in § 75.19 regarding employment training and contracting, as well as those found in § 75.25 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met.
- C. As evidenced by the Agency's execution of this Agreement, the Agency hereby certifies that it is under no contractual or other impediments that would prevent it from complying with the Section 3 Regulations.
- D. The Agency agrees to send to each labor organization or representative of workers with which the Agency has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Agency's commitments under this section of the Agreement and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- E. The Agency agrees to include this Section 3 clause in every subcontract subject to the Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor violates the Section 3 Regulations. The Agency will not subcontract with any subcontractor where the Agency has notice or knowledge that the subcontractor has been found in violation of the Section 3 Regulations.
- F. The Agency will certify that any vacant employment positions, including training positions, that are filled: (i) after a contractor is selected but before the Agreement is executed; and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Agency's obligations under Section 3 Regulations.
- G. Compliance with the provisions of Section 3, the Section 3 Regulations, and any other applicable rules and orders issued by HUD thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the Project that is binding upon the Agency and its successors and assigns. Noncompliance with the Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

| CRITERIA | REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST) | SUBRECIPIENT INFORMATION |
|---------------------------|---|--|
| 2 CFR § 200.332 (b)(1)(i) | Subrecipient name (must match the name associated with its unique entity identifier) | Town of Eatonville Community Redevelopment Agency(CRA) |
| (b)(1)(ii) | Subrecipient's Unique Entity Identifier (UEI) | R981C1U5GLC7 |
| (b)(1)(iii) | Federal Award Identification Number (FAIN) | B-24-UC-12-0003 |
| (b)(1)(iv) | Federal Award Date | September 19, 2024 |
| (b)(1)(v) | Subaward Period of Performance Start and End Date | See Article IX, Section 2.2. |
| (b)(1)(vi) | Subaward Budget Period Start and End Date | See Article IX, Section 2.2. |
| (b)(1)(vii) | Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient | \$447,880 |
| (b)(1)(viii) | Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation | Unknown |
| (b)(1)(ix) | Total Amount of the Federal Award committed to the subrecipient by the pass-through entity | \$447,880 |
| (b)(1)(x) | Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA) | General construction activities and improvements related to the renovation of a public facility that will provide economic development services and a small business incubator for very low-, low-, and moderate-income individuals. |
| (b)(1)(xi) | Name of Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity | U.S. Department of Housing and Urban Development; Pass through entity: Orange County Contact: Mitchell Glasser, 407-836-5190 |
| (b)(1)(xii) | Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings number at time of disbursement | 14.218 Community Development Block Grant |
| (b)(1)(xiii) | Identification of whether the award is R&D | No |
| (b)(1)(xiv) | Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 CFR § 200.414 | 7.93% |
| 2 CFR § 200.332 (b)(2) | All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award. | Yes, see terms of the Agreement and Exhibit A. |

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

| | | |
|------------|---|---|
| (b)(3) | Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports | Yes, Exhibits B, C, D, E, F, G, H, I, M, O |
| (b)(4)(i) | An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either: (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so; (B) The de minimis indirect cost rate. | |
| (b)(4)(ii) | The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d). | |
| (b)(5) | A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part | Yes, Article VII, Section 1 of Agreement, and Article VIII, Sections 3 and 4. |
| (b)(6) | Appropriate terms and conditions concerning closeout of the subaward | Yes, Article X, Section 2 of Agreement |

OTHER SUBAWARD/SUBRECIPIENT FEDERAL AWARD REQUIREMENTS (2 CFR § 200.332)

| | |
|-----|--|
| (a) | Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as: |
| (1) | The subrecipient's prior experience with the same or similar subawards; |
| (2) | The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program; |
| (3) | Whether the subrecipient has new personnel or new or substantially changed systems; and |
| (4) | The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency). |
| (b) | Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208. |
| (c) | Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include: |

**EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST**

| | |
|-----|--|
| (1) | Reviewing financial and performance reports required by the pass-through entity. |
| (2) | Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward. |
| (3) | Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521. |
| (4) | The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(4)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward. |
| (d) | Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (a) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals: |
| (1) | Providing Subrecipients with training and technical assistance on program-related matters; and |
| (2) | Performing on-site reviews of the subrecipient's program operations; and |
| (3) | Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425. |
| (e) | Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501. |
| (f) | Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records. |
| (g) | Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.339 of this part and in program regulations. |

Name of Reviewer: _____

Signature: _____

Title: Manager (or designee)
Orange County Housing and Community Development Division

SUBRECIPIENT SIGNATURE PAGE

Section VIII. Item #14.

BY: TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

Signature: [Handwritten Signature]
Printed Name: Angie Gardner
Official Capacity: Chairwoman
Date: 1-26-26

Signature: [Handwritten Signature]
Printed Name: Michael A. Johnson
Official Capacity: EXECUTIVE DIRECTOR
Date: 1-27-2026

NOTARY:

STATE OF Florida)
COUNTY OF Orange) ss:

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this 26 day of Jan, 2026, by _____, in their official capacity as _____ for the Agency.

Personally Known; OR
 Produced Identification.
Type of identification produced: _____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

NOTARY:

STATE OF Florida)
COUNTY OF Orange) ss:

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this 27 day of Jan, 2026, by _____, in their official capacity as the Board Chair or Authorized Representative for the Agency.

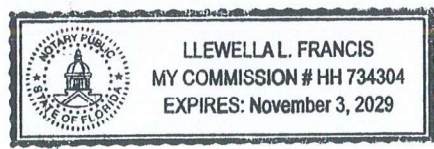
Personally Known; OR
 Produced Identification.
Type of identification produced: _____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

[Handwritten Signature]
Notary Public
My Commission Expires: 11/3/2029



Llewella L Francis
(Printed, typed or stamped commissioned name of Notary Public)

[Handwritten Signature]
Notary Public
My Commission Expires: 11-3-2029



Llewella L Francis
(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT G
SUBAWARD ADVANCE TERMS AND AFFIDAVIT

E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in the "Payment" section of this Agreement and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated in this Agreement.

Part 2: Subaward Advance Affidavit

The undersigned hereby certifies on behalf of the Subrecipient, that:


- 1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.
- 2. The *Subaward Advance Budget* provided for in **Part 1** above is a true and accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Scope of Work*.
- 3. The Subrecipient shall comply with 2 CFR § 200.305(b) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.
- 4. The Subrecipient has reviewed 2 CFR § 200.305(b) and maintains financial management systems that comply with the standards therein for fund control and accountability.
- 5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.
- 6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.


Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.



 Signature of Subrecipient Representative


 Printed Name



 Official Title


 Date

EXHIBIT I
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

By: Michael A. Johnson
Signature of Subrecipient Representative
MICHAEL A. JOHNSON
Printed Name

EXECUTIVE DIRECTOR
Official Title
1-27-2026
Date

**EXHIBIT M
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**

The certification set out below is a material representation upon which reliance is placed by Orange County, Florida and the U.S. Department of Housing and Urban Development ("HUD") in awarding the grant funds. If it is later determined that Town of Eatonville Community Redevelopment Agency knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the County's Housing and Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. Town of Eatonville Community Redevelopment Agency will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

The undersigned hereby certifies that Town of Eatonville Community Redevelopment Agency will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Town of Eatonville Community Redevelopment Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) Town of Eatonville Community Redevelopment Agency policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the Loan, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notify the County's Housing and Community Development Department and/or the HUD in writing within ten (10) calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

By: *Michael A. Johnson*
 Signature of Subrecipient Representative
Michael A. Johnson
 Printed Name

EXECUTIVE DIRECTOR
 Official Title
1-27-2026
 Date