



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING AGENDA

Tuesday, December 03, 2024, at 7:30 PM

Denton Johnson Center - 400 Ruffel St, Eatonville, FL 32751

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 AND VERIFICATION OF QUORUM**
- II. **INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. **APPROVAL OF THE AGENDA**
- IV. **CITIZEN PARTICIPATION (Three minutes strictly enforced)**
- V. **PUBLIC HEARING**
 - A. Approval of **Second** Reading of Ordinance 2024-10 – Repealing Ordinance No. 97-07 And Ordinance No. 2016-4; Providing for the Future Adoption of Water And Wastewater Service Rates and Fees By Resolution (**Administration**)
- VI. **CONSENT AGENDA**
 1. Approval of Resolution 2024-40 Implementing Increased Water and Wastewater Service Rates (**Administration**)
 2. Approval of Award to Fred Fox Enterprises, Inc. for Grant Administration Services (**Finance**)
 3. Approval of Audit Firm Carr, Riggs & Ingram CPA and Advisors Engagement letter for FY 2024 financial audit. (**Finance**)
 4. Approval of Award To Waste Pro For Solid Waste Collection For The Town of Eatonville (**Administration**)
- VII. **COUNCIL DECISIONS**
 5. Approval of Resolution 2024-38 Appointing Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA) (**Administration**)
 6. Approval of Resolution 2024-39 Appointing Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA) (**Administration**)
- VIII. **REPORTS**
 - CHIEF ADMINISTRATIVE OFFICER'S REPORT
 - TOWN ATTORNEY'S REPORT
 - TOWN COUNCIL REPORT/DISCUSSION ITEMS
 - MAYOR'S REPORT
- IX. **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



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

DECEMBER 3, 2024, AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of **Second** Reading of Ordinance 2024-10 – Repealing Ordinance No. 97-07 And Ordinance No. 2016-4; Providing for the Future Adoption of Water And Wastewater Service Rates and Fees By Resolution (**ADMINISTRATION**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: (ADMINISTRATION)
PUBLIC HEARING 1ST / 2ND READING	YES	Exhibits: <ul style="list-style-type: none">• Ordinance 2024-10
CONSENT AGENDA		
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Request is made for Town Council to Approve the Second Reading of Ordinance 2024-10 – Repealing Ordinance No. 97-07 and Ordinance No. 2016-4; Providing for the Future Adoption of Water And Wastewater Service Rates and Fees By Resolution.

SUMMARY: the Town previously adopted Ordinance No. 97-07 and Ordinance No. 2016-4 establishing water and wastewater service rates, fees, and connection charges to support the Town’s utility services and infrastructure. On September 3, 2024, the Town Council adopted Resolution No. 2024-4 and Resolution No. 2024-25, which updated the Town’s Asset Management and Fiscal Sustainability Plan (the “Asset Management Plan”) to include the Water System Improvements and Wastewater Utility System Improvements recommended by the Florida Rural Water Association. Pursuant to and in accordance with the updated Asset Management Plan, the Town has determined that it is necessary to revise the water and wastewater service rates to ensure the continued provision of high-quality services to the Town’s residents and businesses. Town desires to repeal previous ordinances setting water and wastewater rates and fees and to establish a new procedure for adopting and updating such rates and fees by resolution of the Town Council. The repeal of Ordinance No. 97-07 and Ordinance No. 2016-4 and the adoption of updated rates by resolution will promote the public health, safety, and welfare of the Town of Eatonville.

The first reading was held on Tuesday, November 5, 2014.

RECOMMENDATION: Recommendation is for Town Council to Approve the Second Reading of Ordinance 2024-10 – Repealing Ordinance No. 97-07 and Ordinance No. 2016-4; Providing for the Future Adoption of Water And Wastewater Service Rates and Fees By Resolution

FISCAL & EFFICIENCY DATA: N/A

ORDINANCE NO. 2024-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, REPEALING ORDINANCE NO. 97-07 AND ORDINANCE NO. 2016-4; PROVIDING FOR THE FUTURE ADOPTION OF WATER AND WASTEWATER SERVICE RATES AND FEES BY RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town previously adopted Ordinance No. 97-07 and Ordinance No. 2016-4 establishing water and wastewater service rates, fees, and connection charges to support the Town’s utility services and infrastructure; and

WHEREAS, on September 3, 2024, the Town Council adopted Resolution No. 2024-4 and Resolution No. 2024-25, which updated the Town’s Asset Management and Fiscal Sustainability Plan (the “Asset Management Plan”) to include the Water System Improvements and Wastewater Utility System Improvements recommended by the Florida Rural Water Association; and

WHEREAS, pursuant to and in accordance with the updated Asset Management Plan, the Town has determined that it is necessary to revise the water and wastewater service rates to ensure the continued provision of high-quality services to the Town’s residents and businesses; and

WHEREAS, the Town desires to repeal previous ordinances setting water and wastewater rates and fees and to establish a new procedure for adopting and updating such rates and fees by resolution of the Town Council; and

WHEREAS, the repeal of Ordinance No. 97-07 and Ordinance No. 2016-4 and the adoption of updated rates by resolution will promote the public health, safety, and welfare of the Town of Eatonville.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE:

SECTION 1. Recitals. The recitals set forth above are hereby adopted as the legislative findings of the Town Council of the Town of Eatonville, Florida.

SECTION 2. Repeal. Ordinance No. 97-07 and Ordinance No. 2016-4 are hereby repealed in their entirety.

SECTION 3. Adoption of Rates by Resolution. Future water and wastewater service rates, fees, and connection charges shall be established and may be adjusted by resolution of the Town Council in accordance with applicable laws and procedures.

SECTION 4. Non-codification. The provisions of this Ordinance shall not be included or incorporated within the Code of Ordinances of the Town of Eatonville.

SECTION 5. Conflicts. All Town ordinances or parts thereof in conflict herewith are, to the extent of such conflict, repealed.

SECTION 6. Severability. If any section, subsection, clause, or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 7. Effective Date. This Ordinance shall become effective upon its adoption.

Upon motion duly made and carried, the foregoing Ordinance was approved upon its first reading on November 5, 2024.

Upon motion duly made and carried, the foregoing Ordinance was approved upon its second reading on December 3, 2024.

TOWN OF EATONVILLE

Attest:

Angie Gardner, Mayor

Veronica King, Town Clerk

Approved as to form:

Clifford B. Shepard, Town Attorney



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

DECEMBER 3, 2024, AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution 2024-40 Implementing Increased Water and Wastewater Service Rates (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> • Resolution 2024-40 (Refer to Workshop Docs) • Resolution 2024-24 (Refer to Workshop Docs) • Resolution 2024-25 (Refer to Workshop Docs)
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Respectfully requests approval of Resolution 2024-40 Implementing Increased Water and Wastewater Service Rates

SUMMARY: The Town Council engaged the Florida Rural Water Association to conduct a comprehensive utility rate study to evaluate the Town’s current water and wastewater service rates. The rate study concluded that the existing rate structure requires updating to reflect increases in operational costs, ensure appropriate levels of service, and provide adequate funding for necessary capital improvements.

On September 3, 2024, the Town Council adopted Resolution No. 2024-4 and Resolution No. 2024-25, which updated the Town’s Asset Management and Fiscal Sustainability Plan (the “Asset Management Plan”) to include the Water System Improvements and Wastewater Utility System Improvements recommended by the Florida Rural Water Association.

The Town Council has since adopted Ordinance No. 2024-10, repealing a prior ordinance that established utility service rates and authorizing the Council to set updated rates by resolution. the Town Council finds that adopting the updated rates will help the Town continue to provide safe, reliable, and high-quality water and wastewater services to its residents and businesses.

RECOMMENDATION: The Administration is recommending the Town Council approve Approval of Resolution 2024-40 Implementing Increased Water and Wastewater Service Rates.

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION NO. 2024-40

A RESOLUTION OF THE TOWN OF EATONVILLE, FLORIDA, IMPLEMENTING INCREASED WATER AND WASTEWATER SERVICE RATES; PROVIDING FOR ANNUAL REVIEW AND ADJUSTMENT PROCEDURES FOR MODIFYING WATER AND WASTEWATER SERVICE RATES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council engaged the Florida Rural Water Association to conduct a comprehensive utility rate study to evaluate the Town’s current water and wastewater service rates; and

WHEREAS, the rate study concluded that the existing rate structure requires updating to reflect increases in operational costs, ensure appropriate levels of service, and provide adequate funding for necessary capital improvements; and

WHEREAS, on September 3, 2024, the Town Council adopted Resolution No. 2024-24 and Resolution No. 2024-25, which updated the Town’s Asset Management and Fiscal Sustainability Plan (the “Asset Management Plan”) to include the Water System Improvements and Wastewater Utility System Improvements recommended by the Florida Rural Water Association; and

WHEREAS, the Town Council has since adopted Ordinance No. 2024-10, repealing a prior ordinance that established utility service rates and authorizing the Council to set updated rates by resolution; and

WHEREAS, the Town Council finds that adopting the updated rates will help the Town continue to provide safe, reliable, and high-quality water and wastewater services to its residents and businesses.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Eatonville, Florida, as follows:

SECTION 1. Legislative Findings. The findings set forth in the recitals above are adopted and fully incorporated herein as legislative findings of the Town Council.

SECTION 2. Adoption of Updated Utility Rates. The Town’s updated water and wastewater services rates, attached hereto as **Exhibit “A”** and incorporated herein, are hereby adopted.

SECTION 3. Annual Review. The Town Council shall conduct an annual review of the water and wastewater service rates to ensure that the Town’s utility system is financially self-sustaining.

SECTION 4. CPI Adjustment. The Town Council is authorized to adjust, by resolution, the water and wastewater service rates to reflect changes in the Consumer Price Index (CPI) for

All Urban Consumers (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or any successor index. Any adjustment shall not exceed the percentage change in the CPI-U for the preceding calendar year.

SECTION 5. Conflicts. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, repealed. Specifically, any rates, fees, or charges previously established, including those within the Water and/or Wastewater Asset Management Plans, that conflict with the rates set forth in this Resolution are hereby repealed to the extent of such conflict.

SECTION 6. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Resolution and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 7. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 3rd day of December 2024.

Angie Gardner, Mayor

Attest:

Veronica King, Town Clerk

Approved as to form:

Clifford B. Shepard, Town Attorney

EXHIBIT A
Town Of Eatonville
Utility Services Rates

1. Utility Service Rate Schedule.

1.1. The utility service rate schedule for the Town of Eatonville shall be as follows:

Utility Service Rate Schedule					
	Fiscal Year				
	24-25	25-26	26-27	27-28	28-29
Drinking Water					
01 Residential					
Base Charges Inside City					
5/8-inch	\$15.84	\$16.63	\$17.46	\$17.64	\$17.81
Usage Charges Inside City					
0 to 1,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1,001 to 5,000 gallons	\$3.08	\$3.23	\$3.39	\$3.43	\$3.46
5,001 to 10,000 gallons	\$5.23	\$5.49	\$5.77	\$5.82	\$5.88
10,001 gallons or more	\$8.89	\$9.33	\$9.80	\$9.90	\$9.99
04 & 99 Commercial					
Base Charges Inside City					
5/8-inch	\$26.48	\$27.80	\$29.19	\$29.49	\$29.78
Usage Charges Inside City					
0 to 1,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1,001 to 5,000 gallons	\$3.44	\$3.61	\$3.79	\$3.83	\$3.87
5,001 to 10,000 gallons	\$4.96	\$5.21	\$5.47	\$5.52	\$5.58
10,001 gallons or more	\$8.42	\$8.84	\$9.28	\$9.37	\$9.47
Wastewater					
01 Residential					
Base Charges Inside City					
5/8-inch	\$26.06	\$27.37	\$28.73	\$30.17	\$30.77
Usage Charges Inside City					
0 to 1,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1,001 to 5,000 gallons	\$3.24	\$3.40	\$3.57	\$3.75	\$3.83
5,001 to 10,000 gallons	\$5.51	\$5.78	\$6.07	\$6.37	\$6.50
10,001 gallons or more	\$9.35	\$9.82	\$10.31	\$10.83	\$11.04
04 & 99 Commercial					
Base Charges Inside City					
5/8-inch	\$49.08	\$51.53	\$54.11	\$56.81	\$57.95

Usage Charges Inside City					
0 to 1,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1,001 to 5,000 gallons	\$4.87	\$5.11	\$5.37	\$5.64	\$5.75
5,001 to 10,000 gallons	\$8.27	\$8.69	\$9.12	\$9.58	\$9.77
10,001 gallons or more	\$14.07	\$14.78	\$15.52	\$16.29	\$16.62
S02 Sewer Only					
Base Charges Inside City					
5/8-inch	\$39.26	\$41.23	\$43.29	\$45.45	\$46.36

Customers having a Master Meter will be charged based on the same rates as customers inside and outside the town limits, as applicable for each unit/apartment/home/lot serviced by the master meter for both Water and Sewer. The entity responsible for the Master Meter shall be responsible for payment of the monthly bill and required deposits.



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
DECEMBER 3, 2024, AT 7:30 PM
Cover Sheet

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ITEM TITLE: Approval of Award to Fred Fox Enterprises, Inc. for Grant Administration Services (**Finance**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: FINANCE DEPARTMENT
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> • Ranking Sheet • Fred Fox Enterprises, Inc. Contract
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Respectfully requests an agreement between the Town of Eatonville and Fred Fox Enterprises, Inc. to perform General Administration Services

SUMMARY: After applying to the Florida Department of Economic Opportunity Community Development Block Grant Mitigation Program (CDBG-MIT), the Town of Eatonville was awarded \$5,986,105. The administration services total allotment for services amount to \$349,800.00. The Town desires to address the poor condition and performance of the existing water system’s assets through system-wide improvements. The RFP advertised for seal bids to perform general administration services, and the Town received two administration bids. The sealed proposed packages were publicly opened and read on September 10, 2024, at Town Hall Council Chambers, 307 E. Kennedy Blvd., Eatonville, Florida at 3:00 p.m. Both bids were evaluated on experience, qualifications, document submittal, and having positive accomplishments with the Town.

RECOMMENDATION: The Administration is recommending the Town Council approve the award to Fred Fox Enterprises, Inc. for the Grant Administration services.

FISCAL & EFFICIENCY DATA: Fund allocation is associated with CDBG-MIT grant – Federal Grant Number CDBG # B-18-DP-12-0002.



TOWN OF EATONVILLE

"THE OLDEST BLACK INCORPORATED MUNICIPALTY IN AMERICA"

September 18, 2024

CDBG MIT GRANT ADMINISTRATION REQUEST FOR PROPOSAL REVIEW

Eatonville Water System Hardening and Resiliency Improvements Project

Review Team: Elaine Chua, Cheryl Johnson, Katrina Gibson

On Thursday, September 10, 2024, the Town of Eatonville review committee ranked the two submitted proposal for the Grant Administration Services on the CDBG-MIT 128 Grant. Listed below are the ranking scores from the committee based off experience with similar projects, planning and approach to the project, references and recommendation letters, and service fee.

<i>Proposal</i>	E. Chua	C. Johnson	K. Gibson	
<i>Grant Works Team 1A</i>	25	25	25	
<i>Fox Enterprise 1B</i>	25	25	25	
<i>Grant Works Team 2A</i>	20	20	20	
<i>Fox Enterprise 2B</i>	20	20	20	
<i>Grant Works Team 3A</i>	20	20	20	
<i>Fox Enterprise 3B</i>	20	20	20	
<i>Grant Works Team 4A</i>	25	20	20	
<i>Fox Enterprise 4B</i>	25	25	25	
<i>Grant Works Team 5A</i>	7	10	7	
<i>Fox Enterprise 5B</i>	10	10	10	
<i>Grant Works Team To</i>	97	95	92	
<i>Fox Enterprise Total</i>	100	100	100	

It is the opinion of Town staff that Fox Enterprise, Inc., appears to have the top-ranking score and desired experience to perform successfully on this project under the terms of the proposed contract.

If you have any questions or need additional information, please contact, Demetris Pressley, CAO (dpressley@townofeatonville.org) regarding this request.

Regards,

Demetris Pressley, CSM
Chief Administrative Officer
DCP/kg

GENERAL ADMINISTRATION CONTRACT

This General Administration Contract entered into as of this ____ day of December, 2024, by and between Fred Fox Enterprises, Incorporated, hereinafter referred to as the Administrator and the Town of Eatonville, hereinafter referred to as the Local Government.

WITNESSETH THIS RECITAL:

WHEREAS, the Local Government has been awarded a Community Development Block Grant Mitigation Program Grant, grant **#MT128** hereinafter referred to as the "Project", and the local Government desires to implement that Project; and,

WHEREAS, the Administrator is now available, willing, and qualified to perform professional services in connection with the Project; to serve the Local Government to which this contract applies, and to give consultation, advice, and direction for such Project, and

WHEREAS, the Local Government being desirous that the Administrator perform such services regarding the Project does now engage Administrator to perform such services noted above on the COM CDBG Mitigation Program and Administrator agrees to perform such services.

To provide technical assistance in various program areas, and

To serve the local government as its professional representative and coordinator in all phases of the Project to which this General Administration Contract applies, and

To develop and draft a Relocation Policy for the Project, if required, and

To disseminate information to the general public regarding the Project, and to provide adequate administrative plans regarding the acquisition of properties as may be required, and

To coordinate, monitor, and evaluate the Project, and

To provide updates to the Local Government, and

To establish and maintain bookkeeping and financial management aspects of the Project and submit financial status reports to the Local Government on a monthly basis.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1

A. GENERAL ADMINISTRATION

SCOPE OF THE SERVICES OF THE ADMINISTRATOR

The Administrator shall provide the following services for the general administration aspects of this project:

1. Coordinate, monitor, and evaluate the direct costs of the overall

program, including but not limited to the multiple activities outlined in the subsections of the contract below.

2. Develop, plan, implement, and assess the citizen's participation to all community organizations, including but not limited to providing program information, technical assistance to citizens, publishing applicable notices, and conducting applicable hearings.
3. Respond to all citizen's questions and complaints concerning the project in a timely manner.
4. Disseminate to the public, including all community organizations, information on the program that involves citizen's participation, including but not limited to providing program information, technical assistance to community groups, and dissemination of materials.
5. Establish and maintain general and related files as required by the Florida Commerce Department (COM).
6. Prepare the Environmental Review including the Public Notices and the "Request for Release of Funds".
7. Establish procedures relating to the procurement and implementation of services all pursuant to Department of Housing and Urban Development

(HUD) and Florida Commerce Department (COM) requirements and regulations.

8. Review and determine if professional services contracts are consistent with all OMB Circular A-102 ordinances.
9. Provide technical assistance to the Local Government in procuring professional service contracts.
10. Establish and maintain a bookkeeping system that is acceptable to both the Florida Commerce Department and the Auditor General's Office.
11. Monitor the various subsections of the Project in regard to all HUD and COM regulations and prepare all necessary and all requested responses to from Local, State, and Federal governmental units.
12. Evaluate the various subsections of the Project according to HUD and COM regulations and prepare all final reports to the Departments.
13. Establish adequate advertising regarding all aspects of the Project to ensure active citizen participation, including but not limited to the environmental aspects of the project.
14. This contract is to complete the work as outlined in the Community Development Block Grant **#MT128** or as the contract may be amended.

- 15. The Consultant shall attend all meetings related to implementation of the CDBG Mitigation Grant, including but not limited to, public hearings, staff meetings, public informational meetings, etc.
- 16. Provide progress reports to the Local Government in sufficient detail to indicate accomplishments and tasks completed.
- 17. Provide all reports relating to the project as required by the Florida Commerce Department.
- 18. Prepare all required or requested program amendments including the preparation of advertisements, conducting required public hearings and updating Environmental Reviews.

B. PUBLIC FACILITIES

SCOPE OF SERVICES OF THE ADMINISTRATOR

The Administrator shall provide the following services for the public facilities unit of this project:

- 1. Coordinate, monitor, and evaluate the direct costs of such facilities within the target area.
- 2. Establish and maintain an adequate bookkeeping system for this subsection of the project.

3. Evaluate this subsection according to HUD and COM regulations and prepare all reports to the Department.
4. Establish and maintain construction contract files.
5. Establish procedures relating to the procurement and implementation of contractual services, all pursuant to HUD and COM requirements and regulations.
6. Review and determine if professional service contracts are consistent with OMB Circular A-102 Attachment O and any other regulations from any other agencies, as may be required.
7. Provide technical assistance to the Local Government in procuring professional service contracts.
8. Review all bid packages for COM and HUD contract compliance.
9. Establish and maintain labor standards compliance files for the Local Government.
10. Obtain wage decision from the Department of Labor (DOL) and/or the Department of Housing and Urban Development (HUD) and/or Florida Commerce Department (COM) and submit same to the Local Government.
11. Attend the pre-construction conference.

12. Review the contractor's weekly payrolls for compliance with Davis/Bacon and other Federal contract requirements.
13. Establish and maintain the Local Government's equal opportunity files for the Project.
14. Establish architect/engineer community development terms and conditions for incorporation in the bid package.
15. Obtain for the Local Government DOL/HUD/COM clearances of contractor.
16. Send notice on behalf of the Local Government to DOL and HUD or COM that the construction has commenced.
17. Approve all payment requests to ensure the payments are appropriate and proper documentation is included.
18. Be present at all HUD and COM monitoring visits and prepare the Local Government's response(s) to HUD and COM monitoring letters.
19. Complete and maintain files pertaining to the public facilities subsection of the project for use by the Local Government and interested citizens.
20. Represent the Local Government before any State or Federal boards or meetings regarding the public facilities subsection of the Project.
21. Perform all closeout activities, including the submission of reports as well as responding to requests for follow-up information.
22. Provide progress reports as requested by the Local Government or required by the Florida Commerce Department.

- 23. Attend all public meetings with the local government related to this grant.
- 24. Provide reports to be distributed in public meetings explaining the projects and their progress.

ARTICLE 2

A. GENERAL ADMINISTRATION

LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection GENERAL ADMINISTRATION shall be:

- 1. To instruct the personnel of the Local Government to cooperate and assist the Administrator in the execution of the necessary financial data and procedures in order to comply with all HUD and/or COM requirements.
- 2. To provide assistance in implementation of contractual services necessary to the Project per the requirements of any and all HUD or COM requirements.
- 3. Establish and maintain rapport with individual citizens and community groups regarding the Project.
- 4. Assist the Administrator in negotiations necessary for all subsections of the Project.

- 5. Review and implement all contracts necessary to ensure efficient progress of the Project.

B. PUBLIC FACILITIES

LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection PUBLIC FACILITIES shall be:

- 1. To assist the Administrator in placing at its disposal all available information pertinent to the sites of the Project including previous reports and any other data relative to design and construction of the Project.
- 2. To furnish the Administrator, when available, reports regarding property, boundary, right-of way, topographic surveys, laboratory tests, core borings, probing and sub-surface explorations, hydrographic surveys, and inspection of sample and materials which the Administrator may rely on in performing its services.
- 3. Assist the Administrator in obtaining right-of entry and release of liability of property owners.
- 4. Designate a member of the Local Government who will act as a contact person with the Administrator to facilitate and transmit instructions,

receive information, and generally assist as may be necessary and submit each person's name to the Administrator within ten (10) days of the signing of the contract.

- 5. Give prompt notice to the Administrator whenever the Local Government observes or otherwise becomes aware of any defects or problems with the Project.
- 6. Inform the Administrator of all meetings involving personal service contracts with architects and/or engineers regarding this Project.

ARTICLE 3

PERIOD OF PERFORMANCE

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon final completion of the Local Government’s Florida Community Development Block Grant Mitigation Project and the issuance of a “Notice of Administrative Closeout” for the project by the Florida Commerce Department.

ARTICLE 4

COMPENSATION

The Local Government agrees to pay, from the funding set forth in Article

Sixteen (16) herein, the Administrator and its associates in the following manner:

Compensation for the Administrator shall be the total sum of Three-Hundred-Forty-Nine-Thousand-Eight-Hundred-Dollars and 00/100 cents (\$349,800.00). The Local Government shall compensate the Administrator for their services as noted in Attachment A to this contract. Payments will commence thirty (30) days after the effective date of the contract between the Florida Commerce Department (COM) and the Local Government subject.

At the end of the twelfth month of this contract, the Local Government and the Administrator shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

If the grant contract obligations are met and the grant closes out prior to the forty-eight-month ending date the administrator can be paid the sum remaining in the contract upon issuance of a "Notice of Administrative Closeout" for the project by the Florida Commerce Department.

All requests for payment shall be submitted by the Administrator in detail sufficient for a proper pre-audit and post-audit review.

ARTICLE 5

CITIZENS PARTICIPATION

It is understood between the parties that both the local Government and the Administrator shall encourage continuous participation in the Project by the citizens of the area. It is further understood that both the Local Government and the Administrator shall be responsible for adequate advertising of the Project. It is understood that funds for such advertising shall be paid from grant funds.

ARTICLE 6

LOCAL GOVERNMENT CONTACT PERSON

The contact person who will represent the local Government in all matters pertaining to the Project shall be Ms. Katrina Gibson, Finance Director, or her designee.

ARTICLE 7

EXCLUSIVE REPRESENTATION

It is understood between the parties that a representative of the Local Government and a representative of Fred Fox Enterprises, Incorporated, will represent this Project before any and all COM or HUD meetings.

ARTICLE 8

CONFLICT OF INTEREST

The Local Government having been so advised by the Administrator does hereby recognize that the Administrator has provided similar area services in the past to Local Governments and to area governmental bodies and may be so engaged in a similar Project at this time or in the future and the parties agree that administration of these Projects by the Administrator do not constitute a conflict of interest with the Project.

ARTICLE 9

SOCIAL SECURITY

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Administrator or any other participants during the period of this contract.

ARTICLE 10

CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written amendments to this contract.

ARTICLE 11

TERMINATION

Termination (cause and/or Convenience)

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by hand or by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party during said 10 day period prior to termination.

(b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

(c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Administrator at the time of termination may be adjusted to cover any additional costs to the local government because of the Administrator's default.

If termination for convenience is effected by the local government, the

equitable adjustment shall provide for payment to the Administrator for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Administrator relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate, if any, and upon proper documentation submittal.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Administrator in performing this contract, whether completed or in process.

(e) Upon termination, the Local Government may take over the work and award another party a contract to complete the work described in this contract.

(f) If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Local Government. In such event, adjustment of the contract price shall be made as

provided in paragraph (c) above.

ARTICLE 12

EQUAL OPPORTUNITY

The Administrator warrants that there shall be no discrimination against employees, applicants for employment, those to whom services are rendered, and applicants for such services under this contract because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

During the performance of the function described herein, the Administrator agrees to the following conditions pertaining to the recognition and protection of the civil rights of employees, applicants for employment, those to whom services are rendered, and applicants for such services:

1. The Administrator will comply with the provisions of Title VI of the Civil Rights Act of 1964, P.L. 88-352, as amended, and rules and regulations published pursuant thereto, all of which are made a part hereof as if fully incorporated herein;
2. The Administrator will comply with the provisions of Presidential Executive Order Number 11246 of September 24, 1965, as amended, Title 3, Code of Federal Regulations, Chapter 4, which is made a part hereof as if fully

incorporated herein, the provisions of Section 204 of which executive order must be set forth verbatim, to wit: During the performance of this contract, the Administrator agrees as follows: The Administrator will not discriminate against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Administrator agrees to post in a conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting for the provisions of the non-discrimination clause.

3. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.
4. The Administrator will send to each labor union or representative or

workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under Section 204 of Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Administrator will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Administrator will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Administrator non-compliance with the non-discrimination clauses of this contract or with such rules, regulations,

or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Administrator will include the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of Labor issued to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon subcontractors or vendors. The Administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided however, that in the event the Administrator become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Administrator may

request the United States to enter into such litigation to protect the interest of the United States.

9. The Administrator shall not discriminate in solicitations or advertisements for employees placed by and on behalf of the contractor or against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

ARTICLE 13

HUD/COM AUDITS

If HUD or COM finds that any sums received by the Administrator are unreasonable, then those sums shall be refunded by the Administrator to the Local Government as required by 24 C.F.R., Section 570.200. Administrator agrees to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by the Florida Commerce Department (COM), due to the malfeasance, misfeasance, or nonfeasance of the Administrator. All records will be made available to the Local Government auditors at their request as pre-audit and post-audit requirements.

ARTICLE 14

ADMINISTRATOR'S NOTICE

REGARDING ENGINEER OR ARCHITECT

It is understood between the Local Government and the Administrator that the Administrator will not be responsible for any Federal, State, or Local requirements that must be completed and supervised by the engineer and/or architect.

ARTICLE 15

ADMINISTRATORS NOTICE

REGARDING LEGAL FEES AND AUDITS

It is understood between the Local Government's and the Administrator that the Administrator will not be responsible for legal, or audit costs associated with this project.

ARTICLE 16

SOURCE OF FUNDING

The sole source of payment for this contract is the funding received through the CDBG program and/or portion of any other funding grants leveraged from it.

ARTICLE 17

REMEDIES

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Unless otherwise provided in this contract, all claims, counter claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by the appropriate court in Orange County, Florida.

ARTICLE 18

ACCESS TO RECORDS

The local government, the Florida Commerce Department, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the

United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

ARTICLE 19

RETENTION OF RECORDS

The Administrator shall retain all records relating to this contract for six (6) years after the Local Government makes final payment and all other pending matters are closed.

ARTICLE 20

ENVIRONMENTAL COMPLIANCE

Whereas if this contract exceeds \$100,000, the Administrator shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Administrator shall include this clause in any subcontracts over \$100,000.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

LOCAL GOVERNMENT:

ADMINISTRATOR:

Angie Gardner, Mayor
Town of Eatonville

Fred D. Fox, President
Fred Fox Enterprises, Inc.

ATTESTED BY:

ATTESTED BY:

Veronica King, Town Clerk
Town of Eatonville

Melissa N. Fox, Grants Compliance
Fred Fox Enterprises, Inc.

The ADMINISTRATOR shall additionally comply with the following CDBG Supplemental Contract Conditions and Clauses of the Owner's FloridaCommerce CDBG Subgrant Agreement, as required for the Owner's ADMINISTRATORS.

More specifically, this shall include the following:

ITEM 1 - STATE AND FEDERAL REQUIREMENTS

The ADMINISTRATOR shall comply with all applicable State and Federal Regulations as they relate to this project.

ITEM 2 - HOLD HARMLESS

The ADMINISTRATOR shall hold the Florida Department of Commerce (FloridaCommerce) and the Owner harmless against all claims of whatever nature arising out of the ADMINISTRATOR's performance of work under this Agreement, to the extent allowed and required by law.

ITEM 3 - RETENTION OF RECORDS

The ADMINISTRATOR shall retain all records relating to this contract for six (6) years after the Owner makes final payment, and after the grant is administratively closed.

Records and Audits

The ADMINISTRATOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the OWNER to assure properly accounting for project funds, both federal and non-federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative, and will be retained for six (6) years after the administrative closeout of the CDBG Agreement.

ITEM 4 - ACCESS TO RECORDS

The Owner, the Florida Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the ADMINISTRATOR which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions, as they may relate to this Agreement.

ITEM 5 - PROHIBITION AGAINST CONTINGENT FEES

The ADMINISTRATOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ADMINISTRATOR, to solicit or secure this agreement, and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the ADMINISTRATOR any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement.

ITEM 6 - CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes with associated costs shall be incorporated as written amendments to this contract and attached hereto.

ITEM 7 - FEDERAL PROVISIONS

The ADMINISTRATOR shall comply with the applicable portions of Appendix II to 2 CFR, and Federal Section 3 requirements outlined as follows:

ITEM 8 - REMEDIES

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the Owner and the ADMINISTRATOR, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

ITEM 9 - TERMINATION (CAUSE AND/OR CONVENIENCE)

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

- A. This contract may be terminated in whole, or in part, in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole, or in part, in writing by either party for its convenience provided that the other party is afforded the same notice and consultation opportunity specified in Paragraph A above.
- C. If termination for default is effected by the Owner, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ADMINISTRATOR at the time of termination may be adjusted to cover any additional costs to the Owner because of the ADMINISTRATOR's default.
- D. If termination for convenience is effected by the Owner, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.
- E. For any termination, the equitable adjustment shall provide for payment to the ADMINISTRATOR for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the ADMINISTRATOR relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- F. Upon receipt of a termination action under Paragraphs A or B above, the ADMINISTRATOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) upon payment for services, deliver or otherwise make available to the Owner all data, drawings, reports, specifications, summaries and other such information, as may have been accumulated by the ADMINISTRATOR in performing this contract, whether completed or in process.
- G. Upon termination, the Owner may take over the work and may award another party a contract to complete the work described in this contract.
- H. If, after termination for failure of the ADMINISTRATOR to fulfill contractual obligations, it is determined that the ADMINISTRATOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the contract price shall be made as provided in the respective Paragraph D above.

ITEM 10 – EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” For this non-construction federally assisted contract the Equal Employment Opportunity Clause as outlined in 41 CFR Part 60 - 1.4(a) is included, herein.

During the performance of this Contract, the ADMINISTRATOR agrees as follows:

- A. The ADMINISTRATOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The ADMINISTRATOR will take affirmative action to ensure that applicants are employed, and the employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship. The ADMINISTRATOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
- B. The ADMINISTRATOR will cause the foregoing provisions to be inserted in all solicitation or advertisements for employees placed by or on behalf of the ADMINISTRATOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The ADMINISTRATOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- D. The ADMINISTRATOR will comply with all provisions of Executive Order 11246 or September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The ADMINISTRATOR will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the OWNER and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the ADMINISTRATOR's non-compliance with the equal opportunity clauses in this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the ADMINISTRATOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The ADMINISTRATOR will include the provisions of paragraphs A. through G. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ADMINISTRATOR will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance. Provided, however, that in the event the ADMINISTRATOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the OWNER, the ADMINISTRATOR may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964

Under Title IV of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

Subcontracting with Minority and Women Business Enterprises

The ADMINISTRATOR agrees to take affirmative steps, as outlined in 2 CFR 200.321(b), when hiring subcontractors, and shall require that any subcontractors hired by the ADMINISTRATOR take these same affirmative steps in hiring any subcontractors they may solicit.

ITEM 11 – INCORPORATION OF LABOR STANDARDS REQUIREMENTS

The ADMINISTRATOR agrees to incorporate all applicable labor standards requirements into Invitations to Bids and Construction Contracts. These requirements shall include:

Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Bid documents and subsequent construction contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ITEM 12 – RIGHTS TO INVENTIONS

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must 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 awarding agency.

ITEM 13 - ENVIRONMENTAL COMPLIANCE

Town of Eatonville – MT128 – CDBG Supplemental Conditions
Grant Administration Services Contract with Fred Fox Enterprises

If the contract exceeds \$100,000, the ADMINISTRATOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The ADMINISTRATOR shall include this clause in any subcontracts over \$100,000.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Energy Efficiency - The ADMINISTRATOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

ITEM 14 – DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Additionally, the requirements outlined in 24 CFR 570.609, pertaining to the use of debarred, suspended or ineligible contractors or Subrecipients, in accordance with the requirements set forth in 24 CFR Part 5, apply to this program and are incorporated into this Agreement.

ITEM 15 – E-VERIFY

The ADMINISTRATOR shall comply with the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Proposer will provide all E-Verify documentation as required. The ADMINISTRATOR additionally agrees to insert these requirements into any subcontracts or lower-tiered subcontracts, and the ADMINISTRATOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ITEM 16 - FEDERAL LOBBYING PROHIBITIONS

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The ADMINISTRATOR certifies that to the best of his knowledge and belief that no Federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person or member of a Federal Agency related to this project.

ITEM 17 RECOVERED MATERIALS

- A. A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. The recipient or subrecipient 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. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

ITEM 18 – PROHIBITION ON CERTAIN TELECOMMUNICATIONS

Prohibition on certain telecommunications and video surveillance equipment or services.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain covered telecommunications equipment or services;
 - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (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);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) 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;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - (d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
 - (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
 - (f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

ITEM 19 – DOMESTIC PREFERENCES FOR PROCUREMENTS

- (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#)

ITEM 20 - ADJUSTMENT OF CONTRACT PRICE

Truth-in-Negotiation Certification: In accordance with F.S. 287.055(5)(a) for contracts totaling over \$195,000.00, the ADMINISTRATOR hereby certifies that the unit cost used in preparing our basis for the Lump Sum compensation in the Owner's CDBG project are accurate, complete, and current at the time of contracting. We further agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines the contract price was increased due to inaccurate, incomplete, or noncurrent unit cost. All such adjustments shall be made within one year following the end of the contract.

ITEM 21 – SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts

and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ITEM 22 - TERMS AND CONDITIONS

This contract contains all the terms and conditions agreed upon by both parties.

ITEM 23 - CONFLICTS WITH OTHER CLAUSES

If this contract contains any clauses which conflict with the above clauses, then this contract will be governed by the clause(s) in this section of the contract.

OWNER

ADMINISTRATOR

Angie Gardner, Mayor
Town of Eatonville, Florida

Fred D. Fox President
Fred Fox Enterprises, Inc.

Date

Date

ATTESTED BY

ATTESTED BY

Veronica King, Town Clerk
Town of Eatonville, Florida

Melissa Fox, Grants Compliance
Fred Fox Enterprises, Inc.

Date

Date

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the General Administration Agreement for Fred Fox Enterprises, Inc., and The City of Lake Butler.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, St. Augustine, Florida 32080, and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2443697.
3. My name is Fred D. Fox, and my relationship to the entity named above is President of the Corporation.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state of with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other stat or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July, 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not between placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Fred D. Fox (Signature)

Date:_____

STATE OF FLORIDA

CITY OF ST. JOHNS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Fred D. Fox, who, after first being sworn by me, affixed his signature in the space provided above on this ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:

COST SUMMARY FOR NEGOTIATED CONTRACTS

GRANTEE: Town of Eatonville

GRANT NUMBER: #MT128

NAME AND ADDRESS: Fred Fox Enterprises, Inc.

OF CONTRACTOR: P. O. Box 840338
St. Augustine, Florida 32080

DATE OF PROPOSAL: October 15, 2023

TYPE OF SERVICE TO
BE FURNISHED: CDBG Grant Administration

=====

COST SUMMARY:

DIRECT LABOR: Estimated hours x hourly rate = estimated cost

<u>Consultant/Director</u>	<u>200 hrs x \$225.= \$ 45,000.00</u>
<u>Project Manager</u>	<u>300 hrs x \$175.= \$ 52,500.00</u>
<u>Assistant Project Manager</u>	<u>280 hrs x \$150.= \$ 42,000.00</u>
<u>Grants Compliance Manager</u>	<u>400 hrs x \$150. = \$ 60,000.00</u>
<u>Environmental Specialist</u>	<u>160 hrs x \$150. = \$ 24,000.00</u>
<u>Administrative Assistant</u>	<u>100 hrs x \$100. = \$ 10,000.00</u>

DIRECT LABOR TOTAL: \$233,500.00

INDIRECT COSTS: Fringes, G & A, etc., rate x base = cost

Fringes 45% x 233,500.00 = \$ 105,075.00

INDIRECT COST TOTAL: \$105,075.00

OTHER INDIRECT COST: describe

N/A

OTHER INDIRECT COST: \$ 0.00

TOTAL ESTIMATED COST: \$ 338,575.00

PROFIT: \$ 11,225.00

TOTAL PRICE: \$ 349,800.00



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
DECEMBER 3, 2024, AT 7:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Audit Firm Carr, Riggs & Ingram CPA and Advisors
Engagement letter for FY 2024 financial audit.

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: FINANCE
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none">• Copy of Contract
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Staff requests approval of Audit Firm Carr, Riggs & Ingram CPA and Advisors
Engagement letter for the Town’s (TOE) FY 2024 financial audit.

SUMMARY: Attached is the Scope of Services from Carr, Riggs & Ingram CPA and Advisors for
auditing services for the year ended September 30, 2024, for the Town’s (TOE).

RECOMMENDATION: Staff recommend acceptance of the Engagement letter for the Town’s (TOE)
FY 2023 for professional auditing services with Carr, Riggs & Ingram CPA and advisors.

FISCAL & EFFICIENCY DATA: The proposed cost submitted by Carr, Riggs & Ingram CPA and
Advisors is \$52,000 (001-0513-513.3200) for the Town’s (TOE) FY 2024 financial audit.



MASTER SERVICES AGREEMENT

We are pleased that you have chosen to engage Carr, Riggs & Ingram to provide certain accounting, advisory, assurance, consulting, tax, and/or related services.

ALTERNATIVE PRACTICE STRUCTURE

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the terms "CRI," "we," "our," "us," and terms of similar import, denote the alternative practice structure conducted by CPA Firm and CRI Advisors, as appropriate.

This Master Services Agreement 2.0 ("MSA"), shall govern, throughout the entirety of our contractual relationship(s), including the provision of our services and deliverables as set forth in one or more Engagement Letters from CRI (the "services").

CLIENT

"Client" (collectively referred to as "Client", "you", or "your") for the purposes of this MSA, shall mean the party or parties specifically listed as the Client(s) on the applicable Engagement Letter. As examples, the Client might include {ONLY AS SPECIFICALLY IDENTIFIED OR LISTED IN THE ENGAGEMENT LETTER(S)}:

- For Individual Client(s): you, your spouse (if filing jointly), your dependent children, other dependents, any grantor trusts for which you act as trustee, and any investment partnership or limited liability company if all of the ownership interests are owned by the foregoing persons;
- and
- For Business Client(s) (e.g. for-profit, not-for profit, or governmental entities; fiduciary clients, etc.): the primary business and any subsidiaries or controlled affiliates.

With respect to each Engagement Letter, our Client(s) for a particular engagement will include only those individuals and entities made known to us by you and specifically identified and listed under the Client Acknowledgement section of an Engagement Letter. Neither this MSA nor any Engagement Letter will create any client relationship nor any service-related obligation between us and any natural person or entity unknown to us and/or not specifically listed or identified in an Engagement Letter.

AUTHORITY TO BIND

BY EXECUTING AN ENGAGEMENT LETTER THAT REFERENCES AND INCORPORATES THIS MSA, CLIENT ACCEPTS AND AGREES TO THE TERMS OF THIS MSA. ANY INDIVIDUAL EXECUTING OR ACCEPTING THIS MSA ON BEHALF OF ANY INDIVIDUAL, COMPANY, OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH INDIVIDUAL, ENTITY, AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, WILL PROVIDE UPON REQUEST ANY INFORMATION OR DOCUMENTATION VERIFYING, IN CRI'S SOLE DISCRETION, SUCH AUTHORITY, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO EACH REPRESENTED INDIVIDUAL, ENTITY, OR AFFILIATES. IF THE EXECUTING INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THEY MUST NOT EXECUTE OR ACCEPT THIS MSA AND MAY NOT USE THE SERVICES.

ENGAGEMENT LETTERS

All services to be performed by us must be described in an Engagement Letter executed by the applicable CRI entity and the Client(s). Each Engagement Letter will identify the applicable CRI entity executing the Engagement letter and performing the services; the Engagement letter will also provide details on the nature of the work and any expected deliverable. Our services will be limited to the services specifically described in that Engagement Letter. Our agreement to perform services under any particular Engagement Letter does not obligate us to perform any future services under any additional Engagement Letters.

Engagement Letters are subject to the terms and conditions outlined in this MSA. Upon execution of an Engagement Letter, this MSA is incorporated into each Engagement Letter executed by the parties.

OUR RESPONSIBILITIES

We will perform the services detailed in the Engagement Letter(s) in accordance with applicable professional standards. Our responsibility is limited to the period(s) covered by the service(s) detailed in the Engagement Letter(s) and does not extend to any later periods for which we are not engaged to provide applicable services, unless evidenced by a separate Engagement Letter.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Unless otherwise stipulated in the Engagement Letter:

1. we will not perform any procedures designed to:

- a. discover defalcations or other irregularities,
 - b. audit or otherwise verify the information you give us, or
 - c. detect immaterial misstatements or violations of laws or government regulations;
2. our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within your entity or noncompliance with laws and regulations; and our services are not designed to provide assurance on internal control or to identify deficiencies in internal control.

We are not investment counselors or brokers. Our advice concerning a particular investment shall be limited to advising you with regard to any applicable tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make, retain, or dispose of the investment. Our advice regarding any applicable tax ramifications of the investment shall be based on documents and information that you provide us regarding the investment. However, if you would like investment advice, we are happy to provide contact information for (a) qualified investment advisor(s).

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our services do not relieve you of your responsibilities.

CLIENT RESPONSIBILITIES

Our services will be conducted on the basis that you acknowledge and understand your responsibility for (as and if applicable):

- assuming all management responsibilities; overseeing any services we provide by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience;
- evaluating the adequacy and results of services (including non-attest services) performed by us; and accepting responsibility for the results of such services; designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error, including monitoring ongoing activities;
- the selection and application of accounting principles and framework;
- the preparation and fair presentation of the financial information in conformity with the applicable accounting framework;
- making drafts of financial information or financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers);
- timely providing us with:
 - 1. access to all information of which you are aware or have in your possession, custody, or control that is relevant to the services for which we are engaged, including but not limited to items such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters;
 - 2. additional information that we may request;
- unrestricted access to persons within the entity from whom we determine it necessary to perform our services;

- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting you or your entity involving:
 1. management,
 2. employees who have significant roles in internal control, and
 3. others where the fraud could have a material effect on the financial information or financial statements;
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting you or your entity received in communications from employees, former employees, regulators, or others;
- identifying and ensuring compliance with applicable laws and regulations;
- the safeguarding of assets, the proper recording of transactions in the book(s) of accounts; and the substantial completeness and accuracy of the financial records, and the full and accurate disclosure of all relevant facts to us.
- informing, in writing, the engagement partner (or individual leading the engagement) before entering into any substantive employment discussions with any CPA Firm or CRI Advisor personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting our services.

USE OF FOREIGN AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS

By executing this MSA, and for so long as it remains in effect, you consent to the use of international service providers, including disclosure of your confidential financial information, if applicable, to our service providers located outside the United States. We maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. We also secure and require confidentiality agreements with these service providers to maintain the confidentiality of your information and take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. We remain responsible for the work provided by any such third-party service providers.

RECORD RETENTION

We retain records in accordance with our record retention policy. We do not keep any of your original records, so we will return those to you upon completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. You acknowledge and agree that upon the expiration of the applicable retention periods reflected within our record retention policy, available upon request, we are free to destroy our records related to the relevant or affected engagement(s).

REQUEST FOR DISCLOSURE

As part of the alternative practice structure both CPA Firm and CRI Advisors agree to comply with the AICPA Code of Professional Conduct, as applied to the alternative practice structure, and applicable federal, state and local rule with respect to confidentiality of client information. In the event that we are requested or required to disclose any confidential information by law, a subpoena or order issued by a court of competent jurisdiction, other governmental or regulatory authority, or professional standards

(each, an "Order") or are requested or required to disclose any of the confidential information by a non-governmental third party ("Third-Party Demand"), we shall, where legally permissible and reasonably practicable, give you reasonable notice of the Order or Third-Party Demand so that you may seek a protective order or other appropriate remedy at your sole expense, or waive our compliance with the applicable confidentiality provisions of this MSA. In the event you direct us not to make the disclosure, you agree to defend, reimburse, and hold us harmless from any costs or expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, out-of-pocket expenses of any kind, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege or otherwise withhold production; provided, however, we retain the sole discretion, after consultation with our legal counsel, to determine whether or not, and to what extent, to comply with or otherwise address any Order or Third-Party Demand.

DATA SECURITY

In the interest of facilitating our services to you, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to you may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, we employ measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this relationship.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network, other collaborative virtual workspaces, or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows the parties hereto to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this MSA or any related Engagement Letter(s), you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of third-party vendors supplying these tools and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records. Therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or force majeure, copies of which you have provided to us pursuant to this MSA or any related Engagement Letter(s), we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

DISPUTE RESOLUTION

In the event of a dispute between the parties, which arises out of or relates to this MSA or any related Engagement Letter(s), the breach thereof or the services provided or to be provided hereunder or in the related Engagement Letter(s), if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation, or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

GOVERNING LAW AND VENUE

This MSA and any underlying Engagement Letter(s), including but not limited to, any act or omission of CRI pursuant to the MSA and/or any work by CRI shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any claim, civil action, or legal proceeding arising out of, or in any way relating to, this MSA or any underlying Engagement Letter(s), any act or omission of CRI pursuant to the MSA, and/or any other agreement(s) with CRI, must be brought in a state court having jurisdiction in Coffee County, Alabama, Enterprise Division, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Coffee County, Alabama, including forum non conveniens.

TERMINATION

The MSA shall continue in full force and effect until terminated in accordance with this section. We have the right and sole discretion to terminate and withdraw from this MSA immediately upon written notice to you for any reason including, but not limited to, if you do not provide us with requested information in a timely manner, refuse to cooperate with our reasonable requests, fail to timely pay, or misrepresent any facts. Withdrawal or termination of this MSA constitutes withdrawal and termination from any and all related Engagement Letter(s).

We also have the right and sole discretion to withdraw for any reason from any specific engagement covered by an Engagement Letter immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by that Engagement Letter and will constitute completion of that engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of any termination and withdrawal of this MSA or any Engagement Letter(s).

RELATIONSHIP AND DISCLOSURE BETWEEN AFFILIATES

As indicated, CPA Firm and CRI Advisors operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm provides attest services to its clients. CRI Advisors is not a licensed CPA firm and does not provide audit or attest services. CRI Advisors has a contractual arrangement with CPA Firm whereby CRI Advisors

provides CPA Firm with professional and support personnel and other support services to allow CPA Firm to perform its professional services and performs all services in connection with our engagements for which licensure as a CPA firm is not required. From time to time, CRI Advisors may consult with CPA Firm in the provision of services pursuant to this MSA or an underlying Engagement Letter. In order to avoid duplication of efforts arising out of this arrangement, you consent to our sharing among and between CRI Advisors and CPA firm the information that we may obtain from you in the course of an engagement performed or services provided in any and all Engagement Letter(s).

You consent to CRI Advisors and CPA Firm sharing your Client information with one another and their respective subsidiaries and affiliates, in support of the services to be provided under an Engagement Letter. Unless you indicate otherwise, your acceptance of the terms of this MSA shall be understood by us as your consent to make disclosures among and between CPA Firm and CRI Advisors and their respective subsidiaries, affiliates, and employees of confidential information that we may obtain in the course of our engagement.

You consent to the transfer by CPA Firm of all Client files, work papers and work product, for services other than attest services, if any, which includes confidential client information to CRI Advisors. Please let us know immediately if you have any objection to such transfer of your files.

You consent to us using your financial, tax, and personal information to send to you by any medium: firm newsletters, surveys, press releases, invitations to our seminars, information regarding related services from affiliated companies and/or portfolio companies, and any other communication sent to some or all of our clients. You also consent to us sharing your financial, tax, and personal or confidential information with our affiliated companies and/or portfolio companies. This consent is not conditioned upon our providing services to you.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this MSA. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

SEVERABILITY

If any provision of this MSA or any underlying Engagement Letter(s) is found by any court to be void or otherwise unenforceable, the remainder of this MSA and any underlying Engagement Letter(s) will remain valid and enforceable as though such void or unenforceable provision were absent upon the date of its execution.

COUNTERPARTS

This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered

to the other party. Signatures provided by facsimile or electronically shall be valid and binding. If we do not receive signed client acknowledgement(s)/authorization from you within ninety (90) days from the date hereof and you continue to interact with us related to your engagement(s) in or after that timeframe, then your continued interaction will signify and represent your agreement.

MODIFICATION

This MSA may be amended, modified, or supplemented only by written agreement executed by all parties. In the event of a conflict between the terms of this MSA and any Engagement Letter(s), the terms of this MSA shall supersede, unless the applicable Engagement Letter(s) specifically states otherwise and references this MSA.

LATE FEES AND INTEREST

Client agrees to pay all services, fees, and costs of any underlying engagement, and payment is due upon receipt of our invoice. We reserve the right, in our sole discretion, to impose late fees or interest on any balance that is past due. Failure to make timely payments may, upon notice, result in our termination of this MSA and any Engagement Letter(s).

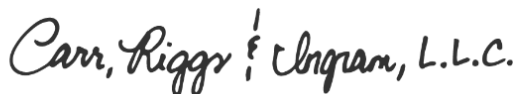
ENTIRE AGREEMENT

This Agreement, including all Engagement Letter(s) and all attachments, schedules, and exhibits hereto or thereto, all of which are incorporated herein by reference, constitutes the full and complete agreement between the parties, including all predecessors of CRI, concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and writings with respect thereto. No additional terms contained in any purchase order, order acknowledgement, confirmation, delivery acknowledgement, similar document, other correspondence, or written or oral communication between the parties will be valid and such additional or conflicting terms are deemed rejected by the parties.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this MSA, please indicate by executing.

Very truly yours,



CARR, RIGGS & INGRAM, L.L.C.



CRI ADVISORS, LLC

Signature
Katrina Gibson
Town of Eatonville

<signature>

<sign date>

Signature
Mayor Angie Gardner

<signature>

<sign date>

Authorized Signer on behalf of Town of Eatonville



To Management and Those Charged with Governance
of Town of Eatonville

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 (“MSA”) between Carr, Riggs & Ingram, L.L.C. (“CPA Firm”, “we”, “us”, or “our”) and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

“Carr, Riggs & Ingram” and “CRI” are the brand names under which CPA Firm and CRI Advisors, LLC (“CRI Advisors” or “Advisors”) provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term “CRI,” and terms of similar import, denote the alternative practice structure conducted by CPA Firm, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for Town of Eatonville (“Client”, “Entity”, “you”, or “your”) as of and for the year ended September 30, 2024 (the “Selected Period(s)”). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CPA Firm. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CPA Firm and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

SCOPE AND OBJECTIVES

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statement(s) of the Entity for the Selected Period(s) ended for the following: governmental activities, business-type activities, each major fund and the related disclosures to the financial statements, otherwise known as the notes to the financial statements (collectively, the "Financial Statements").

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to either supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis and report on the fairness of the Supplementary Information referred to below when considered in relation to the Financial Statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements.

The Selected Basis provides for certain RSI, such as management's discussion and analysis ("MD&A"), to supplement Entity's Financial Statements. Such information, although not a part of the Financial Statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of the financial reporting for placing the Financial Statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquires of management regarding methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the Financial Statements, and other knowledge we obtained during our audit of the Financial Statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. This RSI is required by the Selected Basis and will be subjected to certain limited procedures, but will not be audited: MD&A, Budgetary Comparison Schedules, and Required Pension Supplementary Information.

We have also been engaged to report on Supplementary Information other than RSI that accompanies the Entity's Financial Statements. We will subject the following Supplementary Information to the auditing procedures applied in our audit of the Financial Statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Financial Statements or to the Financial Statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the

Financial Statements as a whole in a separate written report accompanying our auditor's report on the Financial Statements or in a report combined with our auditor's report on the Financial Statements: Budgetary Comparison Schedules.

Compliance with Florida Statute 218.415

We will also examine the Town of Eatonville, Florida's compliance with Florida Statute, 218.415 Local *Government Investment Policies* for the year ending September 30, 2024.

The objective of our examination is to obtain reasonable assurance to express an opinion as to whether the Town of Eatonville, Florida complied, in all material respects, with Florida Statute 218.415.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Town Council of the Town of Eatonville, Florida. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement. Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the Town Council, management and the State of Florida Auditor General, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the Town of Eatonville, Florida complied, in all material respects, with Florida Statute 218.415. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of whether the Town of Eatonville, Florida is in compliance with the specified requirements of Florida Statute 218.415; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether you are in compliance with Florida Statute 218.415. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is

relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS. We will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Financial Statements and determine whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Financial Statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

An audit is not designed to provide assurance on internal control or to identify deficiencies internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud. Additionally, the following significant risk(s) were identified: pension estimate(s).

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Our audit does not relieve you of your responsibilities.

OTHER SERVICES

We will only perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the Financial Statements
- Assist management in preparing the RSI
- Assist management in preparing the Supplementary Information

These non-audit services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error, and monitoring ongoing activities

- the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements and all accompanying information in conformity with the Selected Basis
- the preparation and fair presentation of the Financial Statements in conformity with the Selected Basis
- making drafts of Financial Statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers)
- evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern within one year after the date that the financial statements are available to be issued
- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor
- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit
- required written representations that (1) you are responsible for presentation of the Supplementary Information in accordance with GAAP; (2) you believe the Supplementary Information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Supplementary Information.
- adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements

- informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants
- preparation of the Supplementary Information, as applicable, in conformity with the Selected Basis. You agree to include our report on the Supplementary Information in any document that contains, and indicates that we have reported on, the Supplementary Information and to include the audited Financial Statements with any presentation of the Supplementary Information that includes our report thereon
- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
- disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CPA Firm or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time
-

ENGAGEMENT ADMINISTRATION

Heather Mosier is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CPA Firm personnel.

Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.

- We will file a copy of our most recent peer review report with any applicable regulators or agencies.
- As appropriate, we may meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity’s Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.

OUR FEES

We estimate that our fees for these services will be \$52,000.

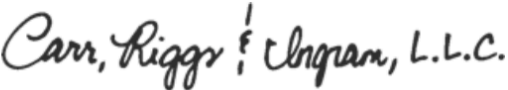
We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,



CARR, RIGGS & INGRAM, L.L.C.

Signature
Katrina Gibson
Town of Eatonville

<signature>

<sign date>

Signature
Mayor Angie Gardner

<signature>

<sign date>

Authorized Signer(s)



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

DECEMBER 3, 2024, AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval Of Award To Waste Pro For Solid Waste Collection For The Town Of Eatonville (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> • Ranking Sheet (Refer to Workshop Documents) • Waste Connection Inc., Waste Pro (Refer to Workshop Documents) • Solid Waste RFP (Refer to Workshop Documents)
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: The administration is requesting Town Council approval of Ranking and to proceed with contractual agreement between the Town of Eatonville and Waste Pro, Inc. to perform Solid Waste Collection Services.

SUMMARY: The purpose of this RFP is to select a qualified contractor to provide the Town comprehensive Solid Waste Collection Services with an overall quality exceeding the performance and cost of current services. The RFP is issued by the Town to provide potential service providers with information, guidelines and rules by which to prepare and submit their proposal to perform the services outlined herein. The successful contractor will enter into a Solid Waste Collection Services Contract, hereafter referred as the Contract, to provide residential and commercial solid waste collection services for a period of five (5) years plus, beginning on _____, 2024 and ending on _____, 2029, with an option to renew for additional five-year terms.

The RFP advertised for seal bids to perform general administration services, and the Town received three administration bids. The sealed proposed packages were publicly opened and read on September 30, 2024, at Town Hall Council Chambers, 307 E. Kennedy Blvd., Eatonville, Florida at 3:00 p.m. All bids were evaluated on experience, qualifications, document submittal, and having positive accomplishments with the Town.

RECOMMENDATION: The Administration is recommending the Town Council approve the award to Waste Pro USA. for the Solid Waste Collection Services.

FISCAL & EFFICIENCY DATA: Fund allocation in current budget line item: 400-0536-536-3400.



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

DECEMBER 3, 2024, AT 7:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution 2024-38 Appointing Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA)
(Administration)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATIVE
PUBLIC HEARING 1ST / 2ND READING		Exhibits: • Resolution 2024-38
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: The request is for the Town Council to approve Resolution 2024-38 Appointing Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA).

SUMMARY: Article 3, Section 3.1 Officers and Employees of the Town of Eatonville Community Redevelopment Agency (TOCRA) Bylaws states that the officers of the TOECRA shall be a Chair and a Vice-Chair. Appointments shall be for one calendar year. Appointments will usually be considered by the Town Council at the last meeting (regular or special) of the calendar year. If new appointments are not timely made, the incumbent(s) shall continue to serve until the new appointments are made by the Town Council. Any officer may be appointed for consecutive terms.

RECOMMENDATION: Recommendation is for Town Council to approve by Resolution 2024-38 for the appointment of a Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA).

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION # 2024-38

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, DESIGNATING A CHAIRMAN, OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS The town council by resolution duly adopted on December 16, 1997, approved a community redevelopment agency with respect to the redevelopment of the redevelopment agency; and

WHEREAS the Town of Eatonville Town Council is the Governing Body of the Town of Eatonville Community Redevelopment Agency (TOECRA). The members of the Community Redevelopment Agency (CRA) are as follows; ANGIE GARDNER, THEO WASHINGTON, RODNEY DANIELS, TARUS MACK, WANDA RANDOLPH, DONOVAN WILLIAMS, AND RUTHI CRITTON.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA THE FOLLOWING:

SECTION ONE: With the enactment of Ordinance #2022-1, the Town Council is the Community Redevelopment Agency Board of Directors. Town Council has to appoint a Chairman for the Town of Eatonville Community Redevelopment Agency (TOECRA), from the Town Council.

CHAIRMAN: _____

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

SECTION 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 3rd day of DECEMBER 2024.

Angie Gardner, Mayor

ATTEST:

Veronica King, Town Clerk



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
DECEMBER 3, 2023, AT 7:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Resolution 2024-39 Appointing Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA)
(Administration)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATIVE
PUBLIC HEARING 1ST / 2ND READING		Exhibits: • Resolution 2024-39
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: The request is for the Town Council to approve Resolution 2024-39 Appointing Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA).

SUMMARY: Article 3, Section 3.1 Officers and Employees of the Town of Eatonville Community Redevelopment Agency (TOCRA) Bylaws states that the officers of the TOECRA shall be a Chair and a Vice-Chair. Appointments shall be for one calendar year. Appointments will usually be considered by the Town Council at the last meeting (regular or special) of the calendar year. If new appointments are not timely made, the incumbent(s) shall continue to serve until the new appointments are made by the Town Council. Any officer may be appointed for consecutive terms.

RECOMMENDATION: Recommendation is for Town Council to approve by Resolution 2024-39 for the appointment of a Vice Chair of the Town of Eatonville Community Redevelopment Agency (TOCRA).

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION # 2024-39

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, DESIGNATING A VICE-CHAIRMAN, OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS The town council by resolution duly adopted on December 16, 1997, approved a community redevelopment agency with respect to the redevelopment of the redevelopment agency; and

WHEREAS the Town of Eatonville Town Council is the Governing Body of the Town of Eatonville Community Redevelopment Agency (TOECRA). The members of the Community Redevelopment Agency (CRA) are as follows; ANGIE GARDNER, THEO WASHINGTON, RODNEY DANIELS, TARUS MACK, WANDA RANDOLPH, DONOVAN WILLIAMS, AND RUTHI CRITTON.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA THE FOLLOWING:

SECTION ONE: With the enactment of Ordinance #2022-1, the Town Council is the Community Redevelopment Agency Board of Directors. Town Council has to appoint a Vice-Chairman for the Town of Eatonville Community Redevelopment Agency (TOECRA), from the Town Council.

VICE-CHAIRMAN: _____

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

SECTION 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 3rd day of DECEMBER 2024.

Angie Gardner, Mayor

ATTEST:

Veronica King, Town Clerk