



Interoffice Memorandum

AGENDA ITEM

November 17, 2020

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Jon V. Weiss, P.E., Director 
Planning, Environmental and Development Services Department

CONTACT PERSON: Jason Reynolds, AICP, Manager 
Neighborhood Services Division
407-836-5547

SUBJECT: December 15, 2020 – Discussion Agenda Item
Orange County Community Redevelopment Agency Agreement
with the Orange Blossom Trail Development Board, Inc.

On April 9, 1990, the Board established the Community Redevelopment Agency of Orange County, Florida (commonly known as the "OBT CRA") pursuant to Chapter 163, Florida Statutes (the "Community Redevelopment Act") and Resolution No. 90-M-23, finding the existence of one or more slum or blighted areas in the City of Orlando and the County in an area of the County known as South Orange Blossom Trail. In 1991, the OBT CRA entered into an agreement with the Orange Blossom Trail Development Board Inc. (OBT DB) to implement redevelopment programs within the community redevelopment area.

This agreement was updated in 2007 to reaffirm the role of the OBT DB in implementing the OBT CRA's redevelopment programs and to outline specific coordination processes and administrative procedures. The agreement was renewed in 2008, 2010, 2012, and 2014 and is scheduled to expire on January 1, 2021. During this time, staff coordinated closely with the OBT DB on redevelopment initiatives and is requesting the agreement be renewed with a termination on September 30, 2022. Staff is seeking a shorter renewal to review administrative procedures with the OBT DB, with a goal of aligning future renewals with the term of the OBT CRA.

Prior to the discussion about this item, the Board will convene as the Orange County Community Redevelopment Agency.

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Discussion Agenda Item

Orange County Community Redevelopment Agency Agreement with the Orange Blossom Trail Development Board, Inc.

ACTION REQUESTED: Approval and execution of Sixth Addendum to Agreement between the Orange County Community Redevelopment Agency and the Orange Blossom Trail Development Board, Inc. regarding redevelopment activities on behalf of the CRA. District 6.

JWW/JR/

Attachment

c: Byron Brooks, AICP County Administrator
Chris Testerman, AICP, Deputy County Administrator
Carla Johnson, AICP, Assistant County Administrator
Jeffrey J. Newton, County Attorney
Lila McHenry, Senior Assistant County Attorney
Kurt Peterson, Manager, Office of Management and Budget

BCC Mtg. Date: December 15, 2020

SIXTH ADDENDUM TO AGREEMENT
between
THE ORANGE COUNTY COMMUNITY REDEVELOPMENT AGENCY
and
THE ORANGE BLOSSOM TRAIL DEVELOPMENT BOARD, INC.
regarding
REDEVELOPMENT ACTIVITIES ON BEHALF OF THE CRA

This Sixth Addendum ("Addendum") is made by and between the Orange Blossom Trail Development Board, Inc., (the "Board") a Florida not-for-profit corporation created pursuant to the terms of an interlocal agreement entered into on May 29, 1984 between the City of Orlando, Florida and Orange County, Florida, and the Orange County Community Redevelopment Agency (the "CRA"), comprised of the members of the Board of County Commissioners of Orange County, Florida (the "County").

RECITALS:

- A. On May 8, 2007, the CRA approved an Agreement between the CRA and the Board regarding Redevelopment Activities on behalf of the CRA and has subsequently amended the same on February 19, 2008, September 30, 2008, September 21, 2010, October 2, 2012 and October 14, 2014 (as so amended, the "Agreement").
- B. The current term of the Agreement ends January 1, 2021 and the CRA and the Board now desire to enter into this Addendum to extend the term until September 30, 2022.
- C. Pursuant to Section 18 of the Agreement, amendments thereto may be made pursuant to an instrument in writing, approved and executed by the Board and the CRA.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

Section 2. Preambles Incorporated by Reference; Form of Amendments. The preambles hereof are incorporated in this Addendum by reference as if they were made a part hereof.

Section 3. Amendment and Extension of Certain Dates. Section 14 of the Agreement shall be amended and restated in its entirety as follows:

Section 14. Term; Termination. This Agreement shall be in force from the date of last execution hereof until September 30, 2022. This Agreement may be terminated without cause by either party with ninety (90) days written notice prior to the date of such cancellation or, with cause, by the CRA at any time. In the event of termination of this Agreement, all assets of the Board, including all interests in real estate, tangible or intangible personal property together with any funds held by the Board, acquired with or derived from County or CRA funds as a result of this Agreement or previous Agreements with the Board, shall be transferred to the CRA, or the County, as may be determined by the CRA, unless otherwise determined by resolution of the CRA.

Section 4. Agreement. Other than as set forth herein, the Agreement shall remain in full force and effect and no modifications are made thereto.

Section 5. No Waiver. Nothing contained in this Addendum, waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice, under the Agreement.

Section 6. Severability. The provisions of this Addendum are declared by the parties to be severable. However, the material provisions of the Agreement, as amended hereby, are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Addendum. Therefore, should any material term, provision, covenant or condition of this Addendum or the Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the litigation.

Section 7. Governing Law; Venue. This Addendum shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Addendum shall be in Orange County, Florida.

Section 8. Headings. The headings or captions of sections or paragraphs used in this Addendum are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Addendum.

Section 9. Execution in Counterparts. This Addendum may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have entered into this Addendum as of the day and year last written below.

**ORANGE BLOSSOM TRAIL
DEVELOPMENT BOARD, INC.**

By: *Demetrius Summerville*
Name: Demetrius Summerville
Title: President
Date: 11-18-20

ATTEST:

By: *Vanessa Pinkney*
Name: Vanessa Pinkney
Title: Executive Director

**ORANGE COUNTY COMMUNITY
REDEVELOPMENT AGENCY**

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor
Date: DEC 15 2020

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

BY: *Phil Diamond*
Deputy Clerk

