



Interoffice Memorandum

AGENDA ITEM

August 10, 2022

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: September 13, 2022 – Discussion 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 "Orange Blossom Trail Community Redevelopment Agency" ("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 generally along 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 extended in 2008, 2010, 2012, 2014, and 2020 and is currently scheduled to expire on September 30, 2022.

The Amended and Restated Agreement between the Orange County Community Redevelopment Agency and the Orange Blossom Trail Development Board, Inc regarding Redevelopment Activities on Behalf of the CRA ("Amended and Restated Agreement") includes more accountability measures and programmed opportunities to conduct evaluations of the Development Board's operations. The Amended and Restated Agreement expires on September 30, 2027.

The Amended and Restated Agreement has been reviewed by the County Attorney's Office as to form.

Page 2

September 13, 2022 – Discussion Item

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

Due to time constraints leading up the Board meeting, the Orange Blossom Trail Development Board has not approved the agreement yet. The Development Board will have a special meeting to approve the agreement.

Prior to the discussion about this item, the Board will convene as the governing board of the Orange Blossom Trail Community Redevelopment Agency.

ACTION REQUESTED: Approval and execution of Amended and Restated Agreement between the Orange County Community Redevelopment Agency and the Orange Blossom Trail Development Board, Inc. regarding Redevelopment Activities on Behalf of the CRA, and authorization for the County Administrator to approve minor and non-substantive revisions made to the Agreement by the Orange Blossom Trail Development Board subsequent to the Board's approval. Districts 6.

JWW/JR

Attachment

c: Byron Brooks, AICP County Administrator
Chris Testerman, AICP, Deputy County Administrator
Jeffrey J. Newton, County Attorney
Kurt Peterson, Manager, Office of Management and Budget
Katherine Latorre, Senior Assistant County Attorney
Daniel Kilponen, AICP, Chief Planner Neighborhood Services

BCC Mtg. Date: September 13, 2022

AMENDED AND RESTATED 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 AMENDED AND RESTATED AGREEMENT amends and restates that certain Agreement Regarding Redevelopment Activities on Behalf of the CRA dated May 8, 2007, as amended by (i) that First Addendum dated February 19, 2008, (ii) that Second Addendum dated September 30, 2008, (iii) that Third Addendum dated September 21, 2010, (iv) that Fourth Addendum dated October 2, 2012, (v) that Fifth Addendum dated October 14, 2014, and (vi) that Sixth Addendum dated December 14, 2020 (collectively referred to herein as “the Agreement”), by and between the **Orange Blossom Trail Development Board, Inc.** (“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** (“CRA”), comprised of the members of the Board of County Commissioners of Orange County, Florida (“County”).

RECITALS:

WHEREAS, the Board was created for the purpose of promoting the revitalization of the Orange Blossom Trail area both within the City of Orlando, Florida (“City”) and the unincorporated area of Orange County by and through acquiring relevant informational studies, information assessment and development of land use plans, capital improvement programs, social and economic studies and the promotion of private and public cooperation, interaction and knowledge in such fashion as to result in the improvement of economic, social, and aesthetic conditions in the Orange Blossom Trail area; and

WHEREAS, on January 14, 1985, the Orange County Board of County Commissioners (“BCC”) adopted Resolution No. 85-M-02, approving the Articles of Incorporation of the Board and determining that the Board is an agency of local government subject to the Sunshine Law; and

WHEREAS, the Board’s nine-member board of directors is appointed two-thirds by the County and one-third by the City, and pursuant to an Interlocal Agreement between the City and the County dated September 22, 1986, the City and the County again approved the composition, purposes and functions of the Board; and

WHEREAS, pursuant to Part III, Chapter 163, Florida Statutes, the County found the existence of one or more slum or blighted areas within the corporate limits of the City of Orlando and the unincorporated area of Orange County in the designated community redevelopment area (“Redevelopment Area”) depicted in Resolution No. 90-M-23, adopted by the County on April 9, 1990; and

WHEREAS, pursuant to section 163.357(1)(a), Florida Statutes, the County adopted Resolution No. 90-M-24 on April 9, 1990, declaring itself to be the Orange County Community Redevelopment Agency for the public purpose of carrying out redevelopment in the Redevelopment Area; and

WHEREAS, the CRA and the Board now desire to update the terms of the Agreement and to restate the Agreement in its entirety as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

Section 1. Scope of Activities. The CRA does hereby retain the services of the Board to perform certain functions relating to redevelopment activities within the Redevelopment Area and the execution of the CRA programs. The Agreement dated March 26, 1991 by and between the CRA and the Board is terminated effective May 8, 2007. The scope of authority of the Board to implement and carry out redevelopment activities of the CRA is set forth in, and specifically limited to, the terms of this Agreement.

Section 2. Budget. Each year, the Board shall prepare a proposed line item budget and submit such budget for approval by the CRA using formats provided by the County. Such budget shall be submitted to both the County's Office of Management and Budget and to the Planning, Environmental, and Development Services ("PEDS") Department by April 1st of each year during the term of this Agreement. Such budget shall be of sufficient specificity to identify the amount of CRA funds allocated for each capital project and each program to be undertaken by the Board with CRA funds and shall separately identify each element of operation, maintenance, and administrative expenses, including but not limited to separate items for any estimated third-party consultant, professional service fees, salaries and benefits to be paid from CRA funds. CRA funds may only be used by the Board for redevelopment activities and expenses that are consistent with the approved Community Redevelopment Plan, as may be amended, and attributed to such activities within the boundaries of the Redevelopment Area. Any deviations or departures from the budget in the form adopted by the CRA, including any acquisition, program, or capital project, must receive the approval of the CRA prior to the commencement of such acquisition, program, or capital project. By August 1st of each year, the Board shall submit a written request to the Office of Management and Budget and to the PEDS Department for payment of budgeted administrative expenses which request shall include a detailed explanation of the various types of expenses for which such funds will be used. The Office of Management and Budget will include in the annual CRA budget approval resolution language to allow the payment of administrative expenses during the upcoming fiscal year.

Section 3. Projects. The Board shall prepare and propose to the CRA for its approval annual work programs and projects consistent with the approved Redevelopment Plan, as may be amended. Once approved by the CRA, the Board shall oversee the implementation of all such programs. The Board shall consult and cooperate fully with County staff in implementing all such programs. Moreover, the Board and its professional staff shall at all times be amenable to the guidance and direction of the CRA and County staff acting at the direction of the Mayor and County Administrator in achieving CRA policies, goals, and objectives. The Board acknowledges

that the PEDS Department is the department with oversight responsibility for community redevelopment activities in Orange County and shall consult regularly with such department.

Section 4. Amendments to Plan. The Board shall prepare any proposed amendment to the Redevelopment Plan of the CRA and subject such proposals to the PEDS Department for review and comment prior to seeking approval by the CRA. All requests for amendments to the Redevelopment Plan shall be brought to the CRA through the PEDS Department.

Section 5. Contracts; Purchasing. All contracts for goods and services shall be solicited and awarded directly pursuant to County purchasing policies and procedures. In addition to the reviews and approvals required elsewhere in this Agreement, the Board shall seek approval from the CRA prior to entering into any contracts contemplated to exceed \$100,000.00 (subject to adjustment at the beginning of each fiscal year based on the consumer price index) in either CRA funds or assets derived from CRA funds. The Board shall administer third party construction and professional service contracts on behalf of the CRA unless alternative contractual arrangements have been expressly approved by the CRA. The County's Procurement Division shall make its services available to the Board, as may be directed from time to time by the Office of the County Administrator. The Board shall submit all invoices, with all information pertinent thereto, to the Office of Management and Budget for reimbursement processing monthly. The Office of Management and Budget will review such invoices for CRA eligibility as approved in the budget, and if approved, shall submit the request to the Orange County Comptroller's Office for payment from CRA funds. The Board shall file with the Office of Management and Budget and with the PEDS Department copies of all contracts, whether for joint redevelopment activities with other entities, services, or goods which, either separately or in the aggregate, are contemplated to exceed \$10,000.00 in CRA funds or assets.

Section 6. Requests for CRA Approval. Any request, matter, or action by the Board requiring CRA approval shall be submitted, together with all pertinent information and supporting documentation, to the PEDS Department and to the County Attorney's Office no less than 30 days (or such greater period of time as may be necessary for compliance with statutorily required public hearing and notice requirements) prior to the requested date of approval. All such requests shall be in the form of a recommendation which has been approved by a vote of the board of directors of the Board.

Section 7. Real Estate. The Board shall follow County real estate acquisition policies and procedures. The Board shall obtain prior CRA authorization for the purchase of any real estate utilizing CRA funds. Title to all such real estate shall be held in the name of the CRA unless otherwise specifically and previously authorized by the CRA.

Section 8. Legal Services. The Board shall utilize the service of the County Attorney's Office unless the CRA shall authorize and approve the use of third-party legal services. Notwithstanding the use of any such third-party legal services, the Board shall seek prior legal review by the County Attorney's Office of any of the following:

- (i) transactions entailing CRA funds or assets which either separately or in the aggregate exceed \$25,000.00;

- (ii) transactions contemplating the creation of separate legal entities; or
- (iii) joint venture arrangements between the Board and other entities.

If the Board shall have provided all pertinent documentation and information to the County Attorney's Office, or his or her designated staff, at least 15 business days prior to the completion of such contemplated transaction and shall not have received any response or any request for further information or time for review from the County Attorney or staff, then the Board shall be entitled to assume such office has no objection to such transaction.

Section 9. Reporting. Representatives of the Board shall meet with County staff at least quarterly, led by the PEDS Department's Neighborhood Services Division, to keep each party current on activities of mutual interest. The Board shall prepare reports as requested by the CRA, County Administrator, or PEDS Department. The Board shall make a biennial (every other year) status report to the CRA on redevelopment activities.

Section 10. Program Evaluation. The County shall conduct an annual CRA program review to evaluate the Board's progress for the prior 12-month period and review the proposed annual work programs and projects prior to CRA approval. The County shall meet with the Board's Executive Director and President to go over the results of its review and evaluation. Responsibility for the program evaluation shall be with the PEDS Department Director or designee.

Section 11. Meetings of the Board. As an agency of local government, the Board agrees that it shall at all times comply with the requirements of the Sunshine Law. The meetings of the board of directors of the Board shall therefore be open to the public, notice of all such meetings shall be given in compliance with the Sunshine Law, and minutes of all meetings must be taken and kept on record. The Board further agrees that it shall supply advance notice to the PEDS Department of all such meetings at least five business days prior to such meetings, together with the agenda for such meetings and all materials associated with such agenda. It further agrees that it shall supply copies of the minutes of all such meetings to the PEDS Department within a reasonable time after each such meeting. The Board shall comply with Section 2.09.01 of the County Administrative Regulations and any further procedures of the County's Agenda Development Office.

Section 12. Public Records. The Board acknowledges that as an agency of local government, its records are subject to the Public Records Act, Chapter 119, Florida Statutes. The Board shall:

- (i) keep and maintain public records required by the CRA and the County to perform the services required by this Agreement;
- (ii) upon request of the CRA or the County, provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost

that does not exceed the cost provided by the Public Records Act or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the contractor does not transfer the records to the CRA or the County.

(iv) upon completion of the Agreement, transfer, at no cost, to the CRA or the County all public records in possession of the Board or keep and maintain public records required by the CRA or the County to perform the service. If the Board transfers all public records to the CRA or the County upon completion of the contract, the Board shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Board keeps and maintains public records upon completion of the Agreement, the Board shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA or the County, upon request from the CRA or the County, in a format that is compatible with the information technology systems of the CRA or the County.

IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT- Office of Professional Standards- 450 East South Street, Suite 360 Orlando, FL 32801. (407-836-5400, PublicRecordRequest@ocfl.net).

Section 13. Audit. During the term of this Agreement, the Board shall permit CRA and County staff and the Orange County Comptroller and his staff to inspect and audit the Board's books and accounts at any time during normal working hours, provided that reasonable notice is given to the Board prior to any such inspection. Any costs incurred by the Board as a result of a County audit shall be the sole responsibility of and shall be borne by the Board.

Section 14. Indemnification. The Board shall, to the fullest extent permitted by law, indemnify, defend and hold the CRA and the County harmless from and against any and all liability, damages, action, claims, costs, and expenses, including reasonable attorneys' fees and costs, arising out of the performance by the Board, its officers, agents, employees, consultants or subcontractors, of the Board's obligations under this Agreement.

Section 15. Non-Profit Status. The Board shall maintain its status as a Florida Not For Profit Corporation throughout the term of this Agreement. The Board shall maintain organizational documents to include by-laws, policies and procedures, and employee job descriptions, and must provide copies of the requisite documentation to the CRA or the County upon request.

Section 16. No Waiver. The failure of the CRA to insist in any one or more instances upon strict performance of any one or more of the terms and obligations set forth in this Agreement shall not be construed as a waiver of any such terms or obligations, but the same shall continue in full force and effect, and no waiver by the CRA of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by an authorized representative of the CRA.

Section 17. Limitation on Funding Obligation. The Board and the CRA hereby expressly acknowledge that the financial obligation of the CRA to the Board is limited to the value of tax increment revenue funds generated in the Redevelopment Area and this Agreement shall not be interpreted to obligate either the CRA or the County to pay additional funds. From time to time, the County may determine to advance funds or provide additional funding to the Board but any such additional funding shall require separate action of the County.

Section 18. Term; Termination. This Agreement shall be in force from the date of last execution hereof until September 30, 2027. This Agreement may be terminated without cause by either party with 90 days written notice prior to the date of such termination 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 19. Insurance. The Board and the CRA acknowledge that the Board obtains certain health and medical benefits for Board employees, as well as certain worker's compensation insurance coverage through the County. The Board agrees to obtain and maintain adequate property and liability insurance and submit evidence of such insurance annually to the PEDS Department for review by the County Risk Management Division.

Section 20. Notices. Whenever this Agreement requires any consent, approval, notice, request, or proposal from one party to another, the consent, approval, notice, request or proposal must in writing to be effective and shall be delivered to the party intended to receive it (A) by hand delivery to the person(s) hereinafter designated, or (B) by overnight delivery addressed as follows, or (C) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below:

CRA: Orange County Board of County Commissioners
Attn: County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, FL 32801

Board: Orange Blossom Trail Development Board
Attn: Executive Director
2800 S. Orange Blossom Trail, Suite A
Orlando, FL 32805

PEDS Department: Orange County Planning, Environmental, and Development Services Department
Attn: Director
201 S. Rosalind Avenue, 2nd Floor
Orlando, FL 32801

County Attorney's Office: Orange County Attorney's Office
Attn: County Attorney
201 S. Rosalind Avenue, 3rd Floor
Orlando, FL 32801

Section 21. Counterparts. This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart.

Section 22. Complete Agreement; Conflicts. This Agreement embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties. Should the terms and conditions of this Amended and Restated Agreement conflict with the terms and conditions of the original agreement entered into between the parties hereto, or any of the addendums thereto, this Amended and Restated Agreement shall control.

Section 23. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the parties.

Section 24. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.

Section 25. Governing Law and Venue. This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in Orange County. The laws of Florida shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation among the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Orange County.

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

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

By: Phil Upon
Title: President

Date: Sept. 30, 2022

ATTEST:

By: Vanessa Pinkney
Vanessa Pinkney
Executive Director

**ORANGE COUNTY COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

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

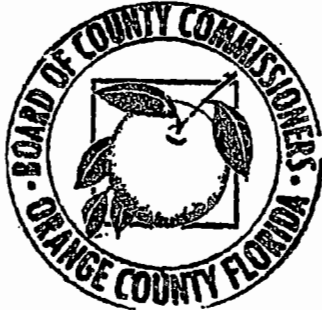
By: _____

Title: _____

Date: _____

ATTEST:

By: _____
Vanessa Pinkney
Executive Director



**ORANGE COUNTY COMMUNITY
REDEVELOPMENT AGENCY**

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

Date: September 13, 2022

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

By: *Katie Smith*
Deputy Clerk