

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ORLANDO, FLORIDA
and
ORANGE COUNTY COMMUNITY REDEVELOPMENT AGENCY**

*(OBT Community Redevelopment Area
West Central Boulevard from Rio Grande Avenue to Westmoreland Drive)*

This **INTERLOCAL AGREEMENT** (“Agreement”) is entered into this 20 day of April, 2026 (“Effective Date”), by and among **THE CITY OF ORLANDO, FLORIDA**, a municipal corporation existing under the laws of the State of Florida (the “City”) and **THE ORANGE COUNTY COMMUNITY REDEVELOPMENT AGENCY**, a public entity authorized and existing under Chapter 163, Part III of the Florida Statutes (the “CRA”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City has authority pursuant to Section 166.021, Florida Statutes, to enter into agreements; and

WHEREAS, the CRA has authority pursuant to Section 163.370(2)(a), Florida Statutes, to enter into agreements; and

WHEREAS, on or about April 9, 1990, Orange County adopted Resolution No.90-M-23 finding the existence of slum or blight conditions within certain areas of the City and Orange County (“OBT CRA Area”) and Resolution No. 90-M- 24 creating the CRA; and

WHEREAS, on or about June 11, 1990, Orange County adopted Resolution No. 90-M-33, adopting an OBT CRA Area Community Redevelopment Plan (the “Plan”); and

WHEREAS, the Plan contemplates the improvement of various rights of way within the OBT CRA Area; and

WHEREAS, the City has competitively procured a contractor to provide paving and street work within the City (“Contractor”); and

WHEREAS, both parties desire for West Central Boulevard roadway from Rio Grande Avenue to Westmoreland Drive (“Road Segment”) to be restored; and

WHEREAS, the City will engage Contractor to conduct such restoration of the Road Segment and the CRA agrees to provide the City with an amount not to exceed Three Hundred Fifty-five Thousand and 00/100 Dollars (\$355,000) in funding towards the costs of such restoration upon completion of the Project, as defined herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained

herein, the Parties hereby agree as follows:

AGREEMENT

1. **Interlocal Agreement and Recitals.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Roadway Improvements.** Within ninety (90) days of the Effective Date of this Agreement, the City shall engage the Contractor to perform the milling, resurfacing, striping and repair/replacement of portions of sidewalk and curbing on the Road Segment (the "Project") as more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference.

3. **CRA Project Payment to City.** Upon completion of the Project, the City shall provide an invoice in the amount of the actual work done, not to exceed Three Hundred Fifty-five Thousand and 00/100 Dollars (\$355,000.00) for the Project to the Orange Blossom Trail Development Board Executive Director at the address below and the Executive Director shall direct the CRA Project Manager to verify the Project has been completed to the CRA's reasonable satisfaction. If any work is deemed to be unsatisfactory, the Parties shall work in good faith to resolve any issues within thirty (30) days of the City's receipt of notice from the CRA at the address listed in Section 4.j. hereof. Following verification from the CRA Project Manager that the Project has been completed to the CRA's reasonable satisfaction, the Executive Director shall provide such invoice to the fiscal manager of the CRA for processing and payment from the CRA to the City within thirty (30) days of the invoice being submitted to the fiscal manager of the CRA. The CRA shall make such payment to the City of Orlando, Attn: Public Works Director, 400 South Orange Avenue, 8th floor, Orlando, Florida 32801.

4. **Miscellaneous.**

a. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

- b. **Validity.** The CRA and the City each represent warrant, and covenant to and with the other its respective authority and power under Florida law to enter this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. Furthermore, the CRA and the City each represent warrant, and covenant to and with the other that this Agreement has been validly approved by its respective governing body, and that this Agreement constitutes a legal, valid, and binding contract enforceable against each party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereby by the other party hereto).
- c. **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language and wording herein shall be construed equally against the parties.
- d. **Headings.** The headings or captions of sections or subsections used in this Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they intended to affect the construction of or to be taken into consideration in interpreting this Agreement.
- e. **Severability.** The provisions of this Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.
- f. **Governing Law; Venue; Attorney's Fees and Costs.**
 - (1) This Agreement shall be governed by and construed in accordance with laws of the State of Florida.
 - (2) Venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

(3) In the event a party deems it necessary to take legal action to enforce any provisions of this Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

- g. Entire Agreement.** This Agreement, along with any exhibits, constitutes the entire agreement between the parties regarding the subject matter hereof. Any prior oral or written agreements or understandings of any kind between the parties relating to the subject matter hereof are null and void and have no further effect.
- h. Amendments.** This Agreement may be amended only by express written instrument approved by the CRA and the City and executed by the authorized officers of each party.
- i. Counterparts.** This Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- j. Notices.** Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; or when sent by electronic mail, and addressed as follows:

If to the CRA Community Redevelopment Agency
Vanessa Pinkney
2800 S. Orange Blossom Trail
Suite 100
Orlando, Florida 32805

With a copy to: County Attorney
Orange County Administration Center
201 South Rosalind Avenue
Orlando, FL 32802
Facsimile: (407) 836-5888

If to the City: City of Orlando

Attn: Public Works Director
400 South Orange Avenue
Orlando, Florida 32801
Facsimile: (407) 246-2892

With a copy to: Chief Assistant City Attorney
Public Works
City of Orlando
400 South Orange Avenue
Orlando, FL 32801

In all cases, a notice shall be deemed delivered to a party only upon delivery of the notice to the person or official indicated above in the same manner as for the party being notified. Either party may change its designated official address for receipt of notice by giving notice of such change to the other party in the manner provided in this section.

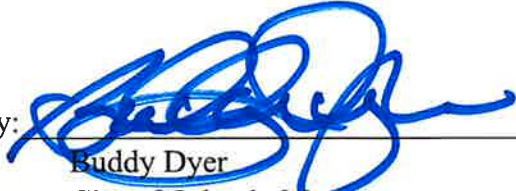
- k. **Effective Date.** This Agreement shall become effective on the date of execution by the CRA or the date of execution by the City, whichever date is later.

[The remainder of this page is intentionally left blank.


Signatures appear on the following pages.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF ORLANDO, FLORIDA

By: 
Buddy Dyer
City of Orlando Mayor
Date: 4/20/20

ATTEST:

By: 
Stephanie Herdocia, CMC, Orlando City Clerk

City Council Meeting: 04/20/2020
Item: 3j.3 Documentary: 2004.20.3j.3

ORANGE COUNTY COMMUNITY REDEVELOPMENT AGENCY

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

BY: _____
Deputy Clerk

Exhibit "A"

W Central Blvd from Rio Grande Ave to Westmoreland Dr Roadway Restoration Estimate



Summary: Estimated \$355,000

- Mill and Resurfacing (~\$205,000)
 - 2,525 Linear Feet Project Length
 - 11,500 Square Yards Milled
 - 1,300 Tons of Asphalt
- Striping (~\$30,000)
 - 2,522 Linear Feet Double Yellow, Edge Lines
 - Turn Arrows, Stop Bars and Crosswalks
- Concrete Curb and Sidewalk (~\$120,000)
 - 1200 SY of Sidewalk Replaced
 - 825 LF of Curb Removed and Replaced



W Central Blvd from Rio Grande Ave to Westmoreland Dr Paving and Striping Details

W Central Blvd Resurfacing:

Mobilization and Maintenance of Traffic:

- 1300 Tons @ \$25 / Ton = \$32,500

Milling:

- 11,500 Square Yards @ \$7 / SY = \$80,500

Paving:

- 1300 Tons @ \$92 / Ton = \$119,600

Subtotal = \$203,350

Road Restriping:

Temporary Paint:

- 2,522 LF of Double Yellow @ \$0.65 / LF = \$3,280
- 5,044 LF of Edge Line @ \$0.65 / LF = \$3,280
- 500 LF of Turn Lane Line @ \$0.65 / LF = \$325
- 4 40 LF Stop Bars @ \$3.35 / LF = \$536

Thermoplastic Final Striping:

- 2,522 LF of Double Yellow @ \$1.55 / LF = \$7,818
- 5,044 LF Edge Line @ \$1.55 / LF = \$7,818
- 1500 LF of Turn Lane Line, Gore Area and Parking Stalls @ \$1.55 / LF = \$2,325
- 4 40 LF Stop Bars @ \$6.35 / LF = \$1,020
- 8 White Traffic Messages @ \$205 ea = \$1,640

Subtotal = \$28,042

Total = \$231,392



W Central Blvd from Rio Grande Ave to Westmoreland Dr Curb and Sidewalk Details

Curb and Sidewalk Replacement:

Curb remove and replace:

- 325 LF of F Curb @ \$22.41 / LF = \$7,283.25
- 500 LF of D Curb @ \$18.48 / LF = \$9,240
- 350 SY of Curb Ramp @ \$93.56 / SY = \$32,746

Subtotal = \$49,269.25

Sidewalk

- 250 SY Driveway/Apron @ \$75.08 / SY = \$18,770
- 600 SY Sidewalk @ \$62.14 / SY = \$37,284
- 400 SY Bricks/Pavers @ \$14 / SY = \$5,600

Subtotal = \$61,654

Restoration / Misc

- 100 SY Turf Replacement @ \$3.68 / SY = \$368
- 5 days of MOT Sidewalk @ \$15 / day = \$75
- 75 Type 2 Barricades @ \$2 / ea = \$150
- 250 SF Detectable Warning @ \$17.6 / SF = \$4,400
- 400 SF Temporary Asphalt @ \$9.5 / SF = \$3,800

Subtotal = \$8,793

Total = \$119,716.25

