



Legislation Text

File #: 26-0099, **Version:** 1

Interoffice Memorandum

DATE: December 22, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Raymond L. Williams, Manager

PHONE: (407) 836-7909

DIVISION: Engineering Division

ACTION REQUESTED:

Approval and execution of Memorandum of Understanding regarding installation and maintenance of median trees (Dr. Phillips Boulevard) by and between Orange County and the Rotary Club of Dr. Phillips Foundation, Incorporated. District 1. (Engineering Division)

PROJECT: N/A

PURPOSE:

Orange County and the Dr. Phillips Foundation have collaboratively developed a median enhancement plan for Dr. Phillips Boulevard. The proposed Memorandum of Understanding (MOU) regarding installation and maintenance of median trees by and between the Rotary Club of Dr. Phillips Foundation, Inc. and Orange County, Florida delineates the respective roles and responsibilities of the County and the Foundation. Under the MOU. The Foundation will fund the design, purchase, and install the trees. The County will purchase and assume responsibility for installation oversight and perpetual maintenance of the improvements.

The County Attorney's Office has reviewed the MOU and approved as to form.

BUDGET: N/A

BCC Mtg. Date: January 13, 2026

MEMORANDUM OF UNDERSTANDING
REGARDING
INSTALLATION AND MAINTENANCE OF MEDIAN TREES

(DR. PHILLIPS BOULEVARD)

This **MEMORANDUM OF UNDERSTANDING** ("MOU"), effective as of the latest date of execution (the "Effective Date"), is entered into by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("County"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393, and the **ROTARY CLUB OF DR. PHILLIPS FOUNDATION, INCORPORATED** ("Foundation"), a Florida not-for-profit corporation with its principal place of business at 4200 Willow Park Drive, Orlando, FL 32835-2563. County and Foundation may be referred to herein individually as a "Party" and jointly as the "Parties."

RECITALS

WHEREAS, Dr. Phillips Boulevard is a road under County's jurisdiction; and

WHEREAS, Foundation has requested that certain median trees be purchased, installed, and maintained along Dr. Phillips Boulevard (the "Project"); and

WHEREAS, each Party will have separate and distinct obligations and responsibilities for the Project, as described below.

NOW, THEREFORE, for and in consideration of these premises, the mutual agreement of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows regarding the Project:

1. Recitals. The foregoing recitals are true and correct, and are hereby incorporated and made a part of this MOU by this reference.

2. Foundation's Obligation and Responsibility.

At its sole cost and expense, Foundation shall prepare a design for the Project, or cause same to occur, which shall be subject to County review and approval. Promptly after County's approval of the design, Foundation shall fund the purchase and installation of the County-approved trees by payment to County of the good faith estimated costs to purchase and install the trees (the "Estimate") no later than thirty (30) days after County approval of the design of the Project. In the event the actual cost to purchase and/or install the trees exceeds the amount of the Estimate, Foundation shall promptly pay such additional costs to County. The amount of the Estimate and any additional costs required for purchase and installation of the median trees must be paid by Foundation to County before County will proceed with purchase and installation of the trees.

3. County's Obligation and Responsibility.

As soon as practicable following its receipt of the Estimate and any additional costs from Foundation, County will purchase and install the approved median trees in conformance with the approved design or cause same to occur. After installation of the approved trees, County shall be responsible for their perpetual maintenance, including care and replacement of the trees.

4. Timing of the Work.

The Parties shall coordinate their efforts regarding each of their responsibilities and obligations set forth herein and intend that installation of this Project will be completed not later than Spring 2026.

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IN WITNESS WHEREOF, the Parties, have executed this Memorandum of Understanding by their respective duly authorized representatives as of the dates indicated below their respective signatures.

"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: January 13, 2026

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

By: Jennifer Lara-Klimetz
Deputy Clerk

Print Name: Jennifer Lara-Klimetz



"FOUNDATION"

Rotary Club of Dr. Phillips Foundation, Incorporated

By: RICHARD MALADECKI *R Maladecki*

Date: 8-12-85

STATE OF
COUNTY OF

FLORIDA
ORANGE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization this 12th of AUGUST, 2085, by RICHARD MALADECKI as ARMED MEMBER of the Rotary Club of Dr. Phillips Foundation, Incorporated, on behalf of the foundation. The individual ✓ is personally known to me or has produced: N/A as identification.

(Affix Notary Stamp)



Cheryl D White
Notary Signature

CHERYL D WHITE
Printed Notary Name

Notary Public of:

My Commission Expires:

OCT 14, 2029