

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

*(Winter Park Community Redevelopment Agency)*

This **INTERLOCAL AGREEMENT** (“Agreement”) is entered into this 21 day of October, 2024 (“Effective Date”), by and among **THE CITY OF ORLANDO, FLORIDA**, a municipal corporation existing under the laws of the State of Florida (“Orlando”), the **CITY OF WINTER PARK, FLORIDA**, a municipal corporation existing under the laws of the State of Florida (“Winter Park”), **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (“Orange County”) and the **WINTER PARK 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**, on or about August 13, 1991, Winter Park adopted Resolution 1528, creating the Winter Park Community Redevelopment Agency (“CRA”); and

**WHEREAS**, on or about January 11, 1994, Winter Park adopted Resolution 1587, noting the lack of affordable housing and reaffirming the need for redevelopment within the area designated as the Redevelopment Area in the CRA Plan (“Redevelopment Area”) and reauthorizing the CRA; and

**WHEREAS**, on or about September 13, 1994, Winter Park adopted Resolution 1610, adopting the initial Winter Park Community Redevelopment Plan (the “Plan-1994”); and

**WHEREAS**, on or about January 23, 1996, Winter Park adopted Resolution 1629, adopting the expanded boundaries of initial the Redevelopment Area to include additional areas within Winter Park; and

**WHEREAS**, on or about February 9, 1999, Winter Park adopted Resolution 1696, amending Plan-1994 and memorializing the expanded boundaries of the Redevelopment Area (the “Plan-1999”); and

**WHEREAS**, Winter Park’s creation of the CRA and operations related thereto were duly authorized by the County via County Resolutions 91-M-32, 92-M-03, 93-M-71, 95-M-24, 95-M-91, 96-M-31, 98-M-37 and 99-M-04, as required by Section 163.410, Florida Statutes; and

**WHEREAS**, Winter Park and County have previously entered into certain Interlocal Development Agreements between Orange County, Florida, and Winter Park, Florida, providing for certain matters with respect to the operations of the CRA (collectively, the “County / Winter Park Interlocal Agreement”); and

**WHEREAS**, in accordance with Plan-1999 and enabling resolutions, the initial term of Plan-1999 is for a period ending January 1, 2027; and

**WHEREAS**, Winter Park and the CRA have approved an amendment to Plan-1999 which extends the CRA Plan for ten (10) years beyond the current expiration of January 1, 2027, to December 31, 2037, and approved the expansion of the CRA’s boundaries to add an additional redevelopment area (including the West Fairbanks Avenue corridor) referred to as “CRA Area III” and the effectiveness of such amendment is contingent upon County approval; and

**WHEREAS**, on March 13, 2024, the CRA adopted a Resolution (Resolution Number 18-24) making a legislative finding, based on data and analysis contained in a study prepared for Winter Park, that a certain area of Winter Park identified in the study contains conditions of blight as defined in Section 163.340, Florida Statutes, and that rehabilitation, conservation, or redevelopment or a combination thereof in such area is necessary and in the interest of the public health, safety, morals or welfare of the residents of Winter Park (the “Finding of Necessity”); and

**WHEREAS**, Winter Park has determined that certain properties within the jurisdictional boundaries of Orlando that are located within the Finding of Necessity Study Area (Fairbanks Avenue CRA Expansion Area) would benefit from community redevelopment addressing infrastructure improvements and affordable housing development; and

**WHEREAS**, that portion within the jurisdictional boundaries of Orlando consists of seventeen (17) parcels comprising approximately sixteen (16) acres (“Orlando Parcels”), as shown on the geographic depiction attached hereto and incorporated herein as **Exhibit “1,”** and are located within the blighted areas identified and defined in the legal description of such geographic area attached hereto and incorporated herein as **Exhibit “2”** (“Fairbanks Avenue CRA Expansion Area”); and

**WHEREAS**, on March 27, 2024, the Winter Park City Commission adopted an Ordinance (Ordinance Number 3294-24) making a legislative finding, based on data and analysis contained in a study prepared for Winter Park, that certain areas of Winter Park, Orlando, and Orange County identified in the study, contain conditions of blight as defined in Section 163.340, Florida Statutes,

and that rehabilitation, conservation, or redevelopment or a combination thereof in such area, and update and adoption of the Updated Winter Park Community Redevelopment Plan is necessary and in the interest of the public health, safety, morals or welfare of the residents of Winter Park; and

**WHEREAS**, subject to certain limitations and conditions set forth herein, the Orlando City Council is willing to accept the Finding of Necessity and the 2024 Community Redevelopment Plan Update adopted by Winter Park, attached hereto and incorporated herein as **Exhibit “3”**; and

**WHEREAS**, to the extent permitted by law, it is also the intent of Winter Park, Orlando, and Orange County that, for purposes of determining the tax increment revenues to be deposited into the CRA Community Redevelopment Trust Fund (“Trust Fund”), the most recent assessment roll used in connection with the taxation of the property pursuant to Section 163.387(1)(b) Florida Statutes shall mean the final tax assessment roll used for calendar year 2024 used to fund the fiscal year 2024-2025 budget; and

**WHEREAS**, Orange County joins and consents to this Agreement to facilitate the community redevelopment within the Fairbanks Avenue CRA Expansion Area and contribute to the success of the CRA as provided in this Agreement; provided, however, that the terms of the County / Winter Park Interlocal Agreement shall control as between Orange County and Winter Park.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

#### **AGREEMENT**

1. **Community Redevelopment Plan.** Orlando agrees and acknowledges the CRA Plan, as amended in 2024 by Plan-2024 (the “Plan”), as appropriate for the Fairbanks Avenue CRA Expansion Area. The Plan shall be used to guide the redevelopment policies and affected areas within the CRA Redevelopment Area, including the Fairbanks Avenue CRA Expansion Area within Orlando’s jurisdictional boundaries.

2. **Financing.** Orlando shall participate in the funding of the CRA through an annual contribution to the Trust Fund of revenue generated from the incremental tax value increase for the Orlando Parcels located within the Fairbanks Avenue CRA Expansion Area of the overall CRA Redevelopment Area in accordance with Section 163.387(1)(a), Florida Statutes, as may be amended. Orlando shall have no obligation to make increment payments into the Trust Fund in

any year until Winter Park has provided evidence of its own payment into the Trust Fund for such year. Winter Park and the CRA agree that the value of all increment payments contributed by Orlando shall be used for capital improvements within the Fairbanks Avenue CRA Expansion Area, including costs for the planning and design thereof.

3. Reporting. Each year, Winter Park shall provide Orlando a detailed budget and financial report for the CRA. Further, each year, Winter Park shall provide Orlando a report on the status of any capital improvements included within the Fairbanks Avenue CRA Expansion area.

4. Rebate. Winter Park shall rebate back to Orlando each year, as consideration for Orlando's willingness to enable and authorize the redevelopment activities within the Fairbanks Avenue CRA expansion area described herein, the following portion of the amount deposited by Orlando in the Trust Fund pursuant to Section 163.387, Florida Statutes:

- Thirty percent (30%) of the amount Orlando deposits into the Trust Fund in excess of \$2,000,000.00 but less than or equal to \$3,000,000.00 plus
- Fifty percent (50%) of the amount Orlando deposits into the Trust Fund in excess of \$3,000,000.00.

5. Liability. Nothing contained herein shall impose any liability upon Orlando or Orange County for any acts of Winter Park or the CRA.

6. Sunset Provision. Unless Orlando and Orange County expressly approves otherwise, this Agreement and any amendments or supplements hereto shall expire and terminate upon the date the CRA expires in accordance with Section 163.3755, Florida Statutes.

7. Entire Agreement. Except as otherwise set forth herein, this Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, or agreements.

8. County / Winter Park Interlocal Agreement. For purposes of collaboration and notice, Orange County has joined and consented to this Agreement; however, as it relates to the obligations between Winter Park, the CRA, and Orange County, the provisions of the County / Winter Park Interlocal Agreement shall control.

9. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

10. Governing Law. This Agreement shall be governed by and construed in accordance

with the laws of the State of Florida. Any and all actions necessary to enforce this Agreement shall be brought in Orange County, Florida. No remedy conferred herein upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereunder existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

11. Counterpart Signatures. This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

12. Effective Date. This Agreement shall be effective upon the last execution by the Parties.

13. Amendments. This Agreement may only be amended or modified by a written agreement signed by all Parties. Any such amendment must be executed with the same formality as this Agreement.

14. Notice. All notices, requests, demands, and other communications required or permitted to be given under this Agreement must be in writing and delivered by hand, by registered or certified mail (postage prepaid), by recognized courier service, or by email (with confirmation of receipt) to the addresses set forth below:

**WINTER PARK:**

City of Winter Park, Florida  
Attn: City Manager  
401 South Park Avenue  
Winter Park, Florida 32789

**ORLANDO:**

City of Orlando, Florida  
Attn: Chief Administrative Officer  
400 S Orange Ave  
Orlando, FL 32801

**ORANGE COUNTY:**

Orange County, Florida  
Attn: Manager, Neighborhood Services  
450 East South Street  
Orlando, FL 32801

**CRA:**

Winter Park Community Redevelopment Agency  
Attn: City Manager  
401 South Park Avenue  
Winter Park, Florida 32789

15. 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.

**[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: Orlando City Council

By: \_\_\_\_\_

Buddy Dyer  
City of Orlando Mayor

Date: 10-21-24

**ATTEST:**

By: \_\_\_\_\_

Stephanie Herdocia, CMC, Orlando City Clerk

**CITY OF WINTER PARK, FLORIDA**

By: Winter Park City Commission

By: \_\_\_\_\_

Sheila DeCiccio  
City of Winter Park Mayor

Date: October 17, 2024

**ATTEST: Rene Cranis, Winter Park City Clerk**

By: \_\_\_\_\_

Rene Cranis

**WINTER PARK COMMUNITY  
REDEVELOPMENT AGENCY**

By: Sheila DeCiccio

Name: Sheila DeCiccio

Date: October 17, 2024

Attest: Rene Cranis



JOINDER AND CONSENT:

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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