

AMENDED AND RESTATED INTERLOCAL AGREEMENT AMONG
ORANGE COUNTY, FLORIDA,
THE CITY OF WINTER PARK, FLORIDA
and
THE WINTER PARK COMMUNITY REDEVELOPMENT AGENCY
(Winter Park Community Redevelopment Agency)

This **AMENDED AND RESTATED INTERLOCAL AGREEMENT** (“Agreement”) is entered into this ___ day of _____, 2024, by and among **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (“Orange County”), the **CITY OF WINTER PARK, FLORIDA**, a municipal corporation existing under the laws of the State of Florida (“City”), 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, the City adopted Resolution 1528, creating the CRA; and

WHEREAS, on or about January 11, 1994, the City 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, the City adopted Resolution 1610, adopting the initial Winter Park Community Redevelopment Plan (the “Plan-1994”); and

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

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

WHEREAS, the City’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, on or about September 27, 1994, the City and County executed that certain Interlocal Development Agreement between Orange County, Florida, and the City of Winter Park, Florida, (Winter Park Community Redevelopment Agency) providing for certain matters with respect to the operations of the CRA (the “1994 Interlocal Agreement”); and

WHEREAS, in order to implement the changes in Plan-1999, on or about March 2, 1999, the City and County executed that certain Interlocal Development Agreement between Orange County, Florida, and the City of Winter Park, Florida, (Winter Park Community Redevelopment Agency) providing for certain matters with respect to the operations of the CRA (the “1999 Interlocal Agreement” and together with the 1994 Interlocal Agreement, the “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, the City 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” (collectively, “Plan-2024”) (CRA Area III is depicted in **Exhibit “1”**, attached hereto and incorporated herein by reference), and the effectiveness of such amendment is contingent upon County approval; and

WHEREAS, the City has requested an amendment of the Interlocal Agreement to permit the ten (10) year extension of Plan-2024 and the expansion of the CRA to include CRA Area III and the inclusion of an allocation requirement related to the expenditure of Tax Increment Revenues (“TIF”) within CRA Area II and CRA Area III over the ten-year extension period; and

WHEREAS, the City and County now desire to include the CRA as a signatory to this Agreement and to amend and restate the Interlocal Agreement; and

WHEREAS, the City, County, and CRA now desire to enter into this Agreement to memorialize the terms of the CRA extension, boundary expansion, and allocation of TIF revenues.

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

AGREEMENT

1. **Recitals.** The above recitals are true and correct and are incorporated as material provisions into this Agreement.
2. **Effective Date.** This Agreement shall be effective as of the date last executed by the Parties and approved by their respective governing boards, whichever occurs latest.
3. **Prior Agreements Superseded.** The 1994 Interlocal Agreement and the 1999 Interlocal Agreement are hereby superseded in their entirety by this Agreement.
4. **Rebate.** The City hereby agrees to rebate back to Orange County each year the following portions of the amount deposited by Orange County in the Community Redevelopment Trust Fund established by the City, pursuant to Section 163.387, Florida Statutes, for the particular year:
 - A. Thirty percent (**30%**) of the amount in excess of \$2,000,000.00 but less than or equal to \$3,000,000.00, plus
 - B. Fifty percent (**50%**) of the amount in excess of \$3,000,000.00.
5. **Funding.** Orange County shall, by January 1, of each year pay to the City's Community Redevelopment Trust Fund, for so long as the Community Redevelopment Agency implements or is preparing for, or is in the process of implementing the Community Redevelopment Plan, but in no event later than January 1, 2037, the tax increment as calculated pursuant to §163.387(1), Florida Statutes, and, in the event the amount of the deposit for that year is in excess of \$2,000,000.00, then the City shall rebate to Orange County the amount required by Paragraph 4 above, within thirty (30) days thereafter. Orange County 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.
6. **Reporting.** Each year, the City shall provide the County a detailed budget and financial report for the CRA as well as a report on the status of any capital improvements included within the CRA.

7. **Amendment to Include CRA Area III.** All references to the CRA Area, including but not limited to the rebate provision, are hereby updated to include CRA Area III. For the purposes of calculating rebates under this Agreement, CRA Area III shall be considered additive to the Tax Increment Revenue generated by the existing CRA areas, and any TIF revenues from CRA Area III shall be combined with those from CRA Area I and CRA Area II (CRA Area I and CRA Area II are depicted in the attached **Exhibit “2”**) for rebate calculation purposes. No separate calculation for CRA Area III is required.
8. **CRA II/III Allocation and Spending Requirement.** An amount equal to 70% of the total Tax Increment Revenue received by the CRA and deposited into the CRA Trust Fund, net of rebates, from January 1, 2027, to December 31, 2037, shall be designated as the “**CRA II/III Allocation.**” This amount is the total that the CRA must expend to accomplish the goals, objectives, and projects of the CRA Plan within CRA Area II and CRA Area III by December 31, 2037, unless otherwise approved by the County. After the Effective Date of this Agreement, any CRA expenditures within or for CRA Area II and CRA Area III shall be credited toward the CRA II/III Allocation. For purposes of determining the tax increment revenues to be deposited into the CRA Community Redevelopment Trust Fund from CRA III, 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.
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. 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.
- 13. Liability.** Nothing contained herein shall impose any liability upon County for any acts of the City or the CRA.

**[The remainder of this page is intentionally left blank.
Signatures follow on the next pages.]**

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

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

CITY OF WINTER PARK, FLORIDA

By:  _____

Mayor, City of Winter Park

Date: October 17, 2024

Attest:  _____

City Clerk, City of Winter Park

**WINTER PARK COMMUNITY
REDEVELOPMENT AGENCY**

By: Sheila DeCiccio

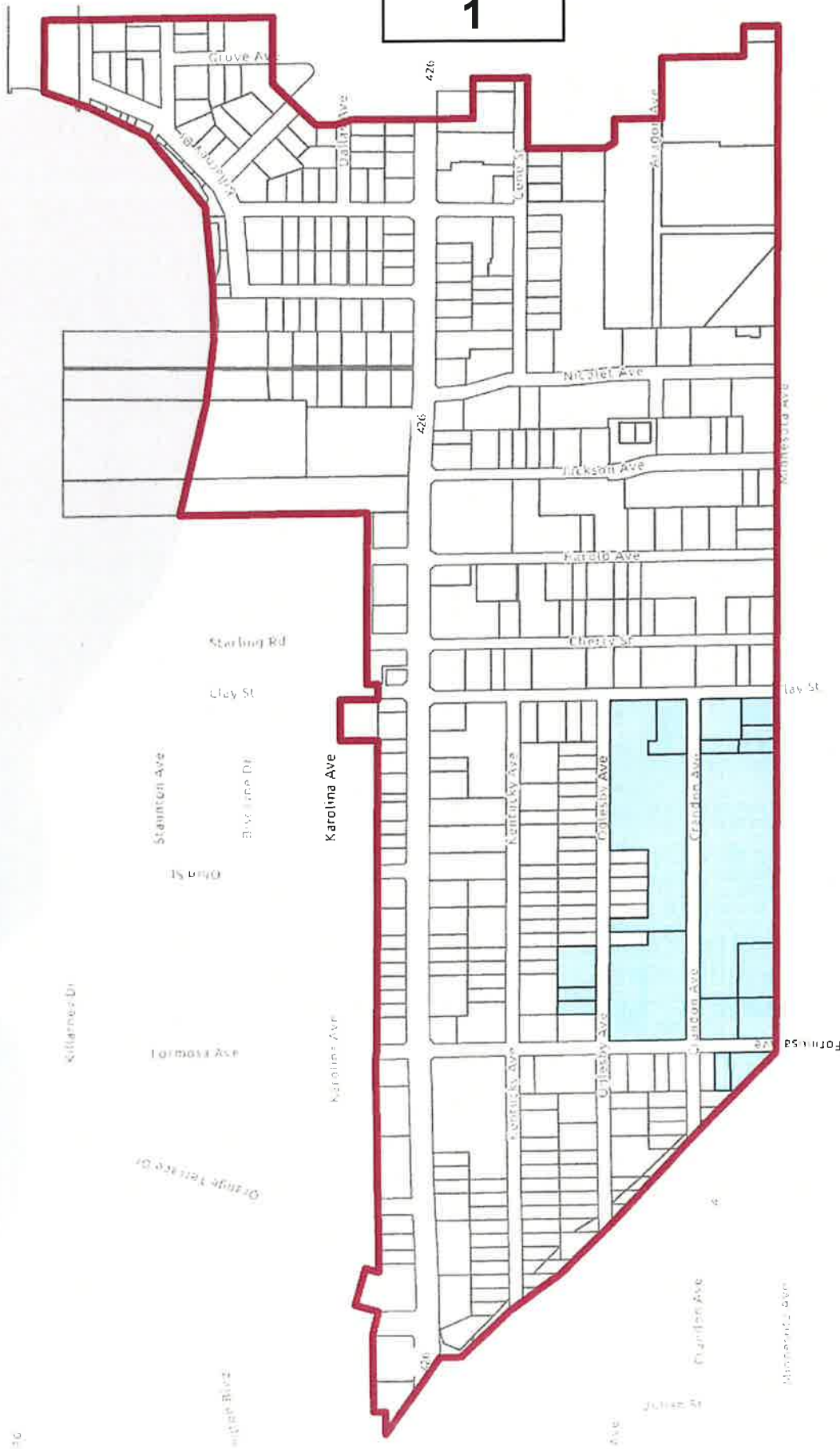
Name: Sheila DeCiccio

Date: October 17, 2024

Attest: Renee Cranio

EXHIBIT

1



A



Date: 07.16.2024



Michigan Ave

Winter Park CRA

Fairbanks Expansion Area - City of Orlando Jurisdiction

COMMUNITY SOLUTIONS GROUP



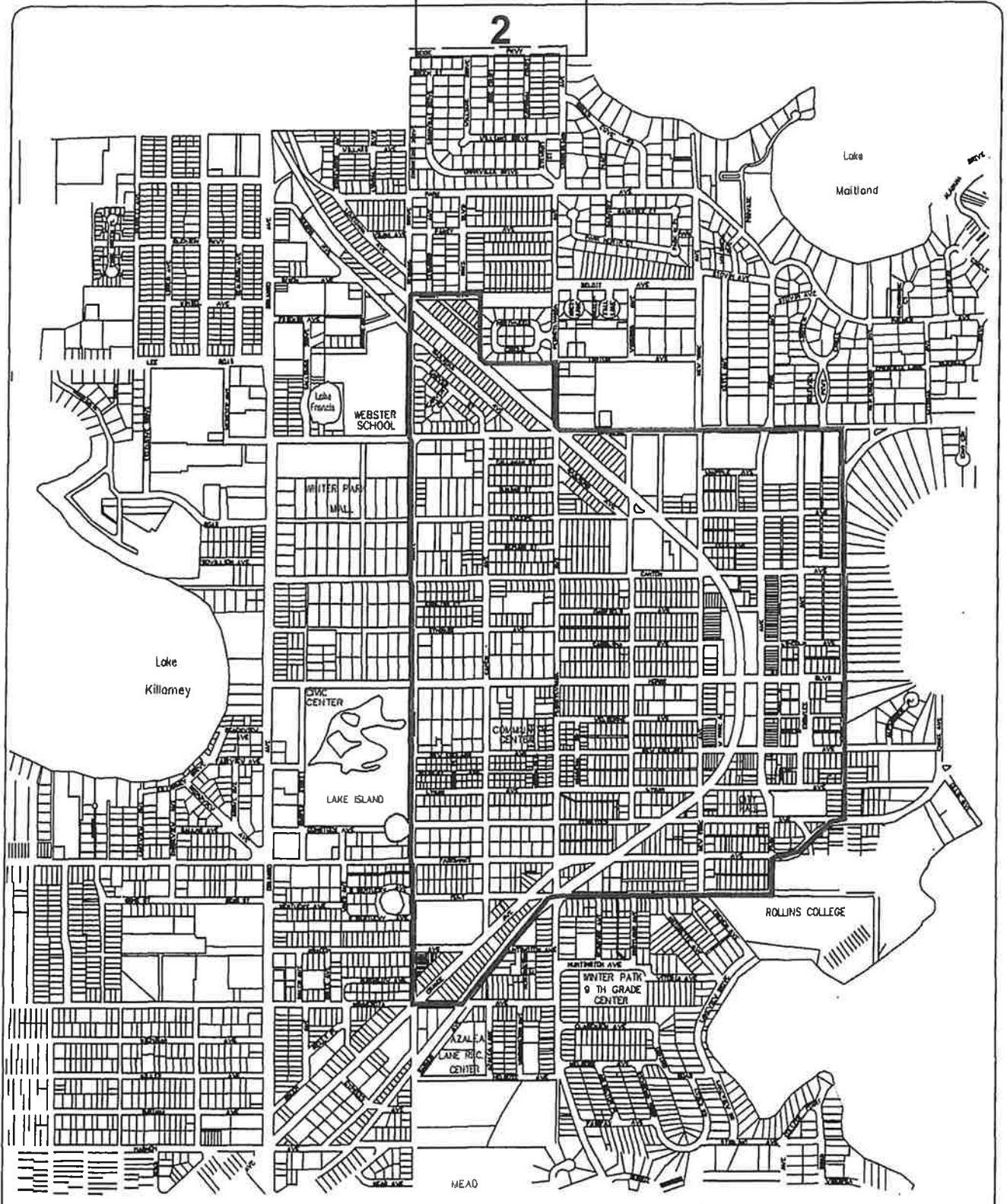
Orange County

Winter Park

FL

EXHIBIT

2



ORIG. CRA

FIGURE 1-1

CITY OF WINTER PARK
COMMUNITY REDEVELOPMENT AREA

ORIGINAL CRA MAP

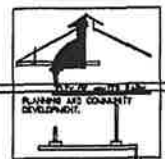




FIGURE 1-2

THE COMMUNITY REDEVELOPMENT EXPANSION AREA

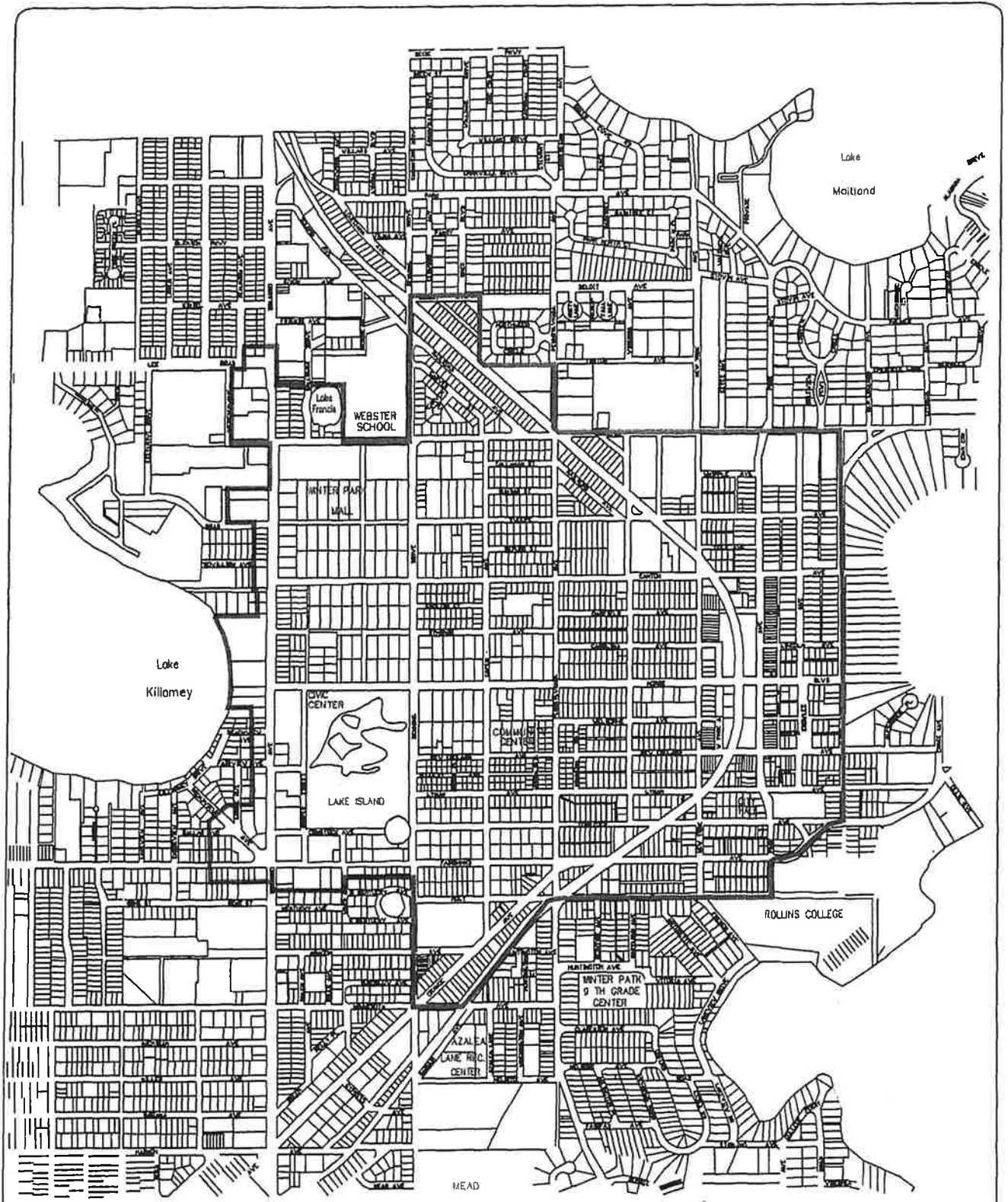


FIGURE I-3

————— NEW CRA
 - - - - - ORIG. CRA
 CITY OF WINTER PARK
 COMMUNITY REDEVELOPMENT AREA

UNIFIED CRA MAP

