

**INTERLOCAL AGREEMENT**  
**between the**  
**CITY OF ORLANDO**  
**and**  
**ORANGE COUNTY, FLORIDA**

**THIS INTERLOCAL AGREEMENT** (hereinafter the “Agreement”) is made and entered into by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida (“City”) and **ORANGE COUNTY, FLORIDA**, a Charter County and political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, the City approved ordinance No. 2024-14 (Sunbridge Annexation- Phase 1, approximately 6,273 acres) on April 1, 2024 and Ordinance No. 2024-20 (Sunbridge Annexation-Phase II, approximately 5,398 acres) on May 13, 2024. Sunbridge Annexation - Phase 1 and Sunbridge Annexation – Phase 2 are referred to in this Agreement collectively as the “Sunbridge Annexation”;

WHEREAS, these actions by the City prompted adoption of Resolution 2024-M-12 by the Orange County Board of County Commissioners (BCC) on April 24, 2024, followed by Resolution 2024-M-14 on May 21, 2024, to initiate and declare its intention to proceed in good faith through the conflict resolution procedure established in Chapter 164 of the Florida Statutes; and

WHEREAS, pursuant to the conflict resolution process established in Chapter 164 of the Florida Statutes, the County Administrator and the City’s Chief Administrative Officer have met and have reached a basis for an interlocal agreement to settle the matters in dispute.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the City and the County agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this Agreement.

**Section 2. Authority.** This Agreement is entered into pursuant to Chapters 125, 163, and 166, Florida Statutes, and the Charters of the City and the County.

**Section 3. Conditions.**

A. The County will drop its Chapter 164 challenges to the Sunbridge Annexation contingent upon the following:

- (1) The City confirming the Sunbridge development will comport with the development plan, conditions of approval and land uses previously approved by the BCC;

- (2) The City entering into an agreement with the County to provide for jurisdictional transfer and/or maintenance of all functionally classified roadways within the Sunbridge Annexation Area pursuant to Paragraph 9 of the Orlando/Orange County Joint Planning Agreement dated May 4, 1994; and
- (3) The City assuming any maintenance obligations of the County as may be required by CFX for the flyover of the SR 528/Innovation Way/Sunbridge Parkway Interchange.

No precedent is created as to future annexations by the County dropping its challenges to the Sunbridge Annexation.

B. The City agrees to cancel the public hearing for the second reading of annexation 24-10009, Ordinance 2024-45, Dallas Boulevard (Farmlands Reserve and associated properties) and effectively terminate all action to annex the approximately 52,454 acres of property into the City of Orlando.

C. The City agrees to enter into a 10-year Joint Planning Agreement (JPA) with automatic 5-year renewals subject to notice to establish a firm boundary outlining the extent of annexations by the City during this period. Both parties agree to enter into the JPA establishing boundary limits no later than March 30, 2025.

D. The County agrees to approve the Tourist Development Tax (TDT) Funding Agreements for Camping World Stadium (\$400 million) and Kia Center (\$226 million) as previously reflected in minutes of the TDT Plan Amendments approved by the BCC on April 9, 2024. The BCC agrees to take action on the funding agreements at its November 19, 2024, BCC meeting.

E. The County will lease the dormitory portion of the Work Release Center to the City at a nominal rate of \$1/year for a 7-year period beginning in 2025 for the specific purpose of providing a low barrier homeless shelter contingent upon the Orlando City Council notifying the County of its final decision to open a homeless shelter at this site after the City conducts appropriate community engagement and reaches community consensus. The City agrees to fully fund all cost for the necessary upgrades and renovations to the dormitory portion of the Work Release Center to include necessary building system improvement to provide a safe, humane, functional, and secure setting for the residents that is fully compliant with all building and code requirements and maintain the building during its tenancy. The County agrees to match the City's contribution for the annual operations, management and maintenance cost for the shelter on a 50%/50% basis with the County's contribution not to exceed (or capped at) \$1 million per year, to assist with the City's operations of the shelter. This shelter must be accessible to homeless persons county-wide.

F. City agrees to enter into an interlocal agreement (ILA) with the County for a Material Recycling Facility (MRF) partnership committing all of its available recycling tonnage to the County. The ILA shall be executed within 60 days of completion of the final MRF Agreement negotiations with the County's selected vendor.

G. In addition to the Sunbridge Annexation, the City has recently adopted several ordinances for annexation of property into the City. The County agrees that it will not challenge or otherwise oppose the following annexations:

Ordinance No. 2024-35 Annexing Property Generally Located West of Bicky Road, North of New Hope Road, South of Lake Nona Boulevard and East of Boggy Creek Road (ANX2024-10005) (14042 Bicky Road Annexation) (Economic Development)

Ordinance No. 2024-40 Annexing the Subject Properties, Assigning the Residential Medium Intensity Future Land Use Designation, and Initial Zoning of Medium Intensity Development for the Properties Generally Located North of Raehn Street, East of Clark Street, West of Wise Avenue, and South of Vine Street, and Comprised of 2.1 Acres (Hourglass Townhomes Annexation) (Economic Development)

Ordinance No. 2024-46 Annexing Property Generally Located South of Lee Road, East of North Orange Blossom Trail, West of Edgewater Drive and North of Lake Fairview (ANX2024-10008) (4765 Sandy Shores Drive Annexation) (Economic Development)

Ordinance No. 2024-47 Annexing the Property at 14155 Boggy Creek Road, Comprised of ±0.58 Acres and Located South of Lake Nona Boulevard at the Intersection of Boggy Creek Road and New Hope Road (14155 Boggy Creek, ANX2024-10007) (Economic Development)

**Section 4. Amendments; Waivers.**

A. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto.

B. Neither this Agreement nor any portion of it may be modified or waived orally. However, either party shall have the right, but not the obligation, to waive (in writing), on a case by case basis, any right or condition herein reserved or intended for the benefit of such party without being deemed to have waived such right or condition for any other case and without being deemed to have waived any other rights or conditions.

**Section 5. Enforceability.** This Agreement (and any part of this Agreement that survives termination of this Agreement) shall be enforceable by the parties hereto by whatever remedies are available in law or equity, including injunctive relief and specific performance.

**Section 6. Notices.** All notices, comments, consents, approvals, waivers and elections which any party shall be required, requested or desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, recognized

overnight courier, certified mail, prepaid with confirmation of delivery requested, or electronic mail. Such communications shall be addressed to the applicable addressees set forth below or as either party may otherwise designate in the manner prescribed herein.

As to County:                    Planning Manager  
Orange County Planning Division  
201 S. Rosalind Avenue, Fifth Floor  
P.O. Box 1393  
Orlando, Florida 32802-1393

With copy to:                    County Administrator  
201 S. Rosalind Avenue, Fifth Floor  
P.O. Box 1393  
Orlando, Florida 32802-1393

As to City:                        Chief Administrative Officer  
City of Orlando  
400 S. Orange Avenue  
Orlando, Florida 32801

Notices, comments, consents, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other address as such party may have supplemented or substituted therefor by notice to the other, including the particular official's electronic mail address.

**Section 7. Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the City and the County and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party, including without limitation any other municipality. Accordingly, nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

**Section 8. Binding Effect.** All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**Section 9. Effect on Other Agreements.** Except as may be otherwise expressly provided in this Agreement, this Agreement shall not be construed or interpreted as amending, modifying, superseding, or terminating any other agreement between the City and the County.

**Section 10. Validity of Agreement.** The City and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on a claim of illegality, invalidity, or unenforceability of any nature.

**Section 11. Covenant to Defend.** If this Agreement or any portion hereof is challenged in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate or acquiesce to such challenge), the parties hereto agree, at each's individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both parties mutually agree not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

**Section 12. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida, and venue for any action to enforce the provisions of this Agreement, as amended, shall be in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida.

**Section 13. Effective Date.** Upon being approved and executed by the City and the County this Agreement shall take effect on November 4, 2024.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]*

CITY OF ORLANDO, a municipal corporation  
organized and existing under the laws of the  
State of Florida

By: \_\_\_\_\_  
Mayor, Buddy Dyer

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Stephanie Herdocia, City Clerk

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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