

INTERLOCAL AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
THE UNIVERSITY OF CENTRAL FLORIDA
regarding
A RADIO TOWER ANTENNA and SYSTEM SITE

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this day of _____, 2025, by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida hereinafter (the “County”), whose principal address is 201 South Rosalind Avenue, Orlando, Florida 32801, and THE UNIVERSITY OF CENTRAL FLORIDA, FLORIDA, hereinafter (“UCF”).

RECITALS

WHEREAS, the County and UCF have authority, pursuant to Section 125.01, Florida Statutes, to enter into agreements; and

WHEREAS, the County and UCF have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreement; and

WHEREAS, the County and UCF entered into that INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY, FLORIDA AND THE UNIVERSITY OF CENTRAL FLORIDA REGARDING A RADIO TOWER ANTENNA AND SYSTEM SITE on February 12, 2013 (“First Interlocal”); and

WHEREAS, under the First Interlocal, the County installed a (6) channel radio tower, two (2) antennas on the UCF library roof as well as house radio equipment in the space located in the UCF equipment shelter. The goal of that First Interlocal was to utilize shared facilities to enhance radio communications for UCF as well as the County, including the County’s Public

Safety radio system supporting the County Public Safety Offices, local Police and Fire departments, and the UCF Police; and

WHEREAS, UCF recently constructed a radio tower ("UCF Tower") on its property and has asked the COUNTY to relocate and install the County's (6) channel radio tower, two (2) antennas on the UCF library roof and the radio equipment to the UCF Tower.

NOW, THEREFORE in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

Section 1. Radio System Support and Components.

A. County Obligations.

1. The County shall install, own, and maintain the radio equipment located on UCF property, hereinafter referred to as ("UCF Tower Site") as further described in attached and incorporated Exhibit "A".
2. The County shall install, own, and maintain two (2) antennas and transmission lines for the antennas, as set forth in Exhibit "A".
3. The County shall install, own, and maintain two (2) microwave dishes, and TX lines for the dishes, as set forth in Exhibit "A".

B. UCF Obligations.

1. UCF shall provide 24/7 access to the UCF Tower Site to support and maintain the equipment.
2. UCF shall provide a liaison for the County to coordinate efforts between the agencies.
3. UCF shall provide and maintain all electrical and grounding services required to maintain the site.
4. UCF will retain ownership and provide the County access to (3) 800 MHz frequencies to support the site. The frequencies are 853.3875; 853.6125; and 853.0625.
5. UCF will report all disputes, questions, or concerns of this Agreement to the County radio services supervisor for resolution.
6. UCF shall provide a UPS for the radio site equipment.

7. UCF shall provide space for the tower.

Section 2. Third Party Access.

Access to the UCF property by a third-party vendor supporting the UCF Tower Site shall be limited to County or UCF authorized personnel for the purpose of installing, operating, and maintaining the telecommunication equipment and antenna system. Access to the UCF Tower Site shall be secured by locked entrances with access to be coordinated with UCF's designated contact person twenty-four (24) hours in advance for maintenance of the UCF Tower Site; except, however, in case of an emergency whereupon notification shall be given as soon as possible to County staff of vendor. All persons accessing the UCF Tower Site must possess proper picture identification prior to entering UCF Tower Site.

Section 3. Term, Fees, and Discontinuation of Usage.

A. The term of this Agreement shall be ten (10) years from the date of execution of the last signing party. The County shall provide notice to UCF of their intent to renew this Agreement six (6) months prior to the end of the agreement. UCF shall approve or deny the County's request for renewal within sixty (60) days of receipt of said request. The initial term of this Agreement shall be for ten (10) years with the option to renew for two additional five (5) year periods. The length of the entire Agreement shall not exceed a total of twenty (20) years.

B. The County and/or UCF reserves the right to terminate this Agreement at any time during the life of this Agreement for convenience with one hundred eighty (180) days notice period. Prior written notice to be provided to UCF and/or to the County.

C. The County agrees to purchase, install, and maintain the County's equipment at no cost to UCF.

D. UCF will not charge the County a rental fee for placing equipment on its tower or the equipment stored in its equipment shelter during the life of this Agreement.

Section 4. Indemnification.

Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida

Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

Section 5. Amendments and Notice.

This Agreement shall not be amended unless in writing approved by the Orange County Board of County Commissioners and UCF, and fully executed by their legally authorized representatives.

Notices shall be addressed as follows:

If to County: CIO, Orange County Information Systems and Services
400 E. South St.
Orlando, Florida 32801

With Copy to: County Administrator
Orange County Administration Center
P.O. Box 1393
Orlando, Florida 32802-1393
Facsimile: (407) 836-7399

If to UCF: Chief Carl Metzger
University of Central Florida Police Department
P.O. Box 163550
Orlando, Florida 32816-3550
(407) 823-5242 – Carl.Metzger@ucf.edu

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

Section 6. Effective Date.

This Interlocal Agreement shall become effective on the date of full execution by both parties.

Section 7. Entire Agreement.

This Agreement contains the entire agreement between the parties. No promises, representations, warranties or covenants not included herein have been or shall be relied upon by either party. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) are not valid, binding, and enforceable against the County unless executed by an authorized County representative and expressly approved by the County's Board of County Commissioners.

Section 8. Assignment.

Neither County nor UCF shall assign or transfer any interest or rights under this Agreement to any person or entity without prior written approval of the other party.

Section 9. Venue.

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Orange County, Florida. The County and the Authority hereby submit to the jurisdiction of the courts within Orange County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

Section 10. Attorney's Fees.

The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 11. Waiver of Jury Trial.

THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Printed Name: _____

UCF

By: _____

Title: CHIEF CARL METZGER

Date: 01/04/2025