



Interoffice Memorandum

October 7, 2019

TO: Mayor Jerry L. Demings
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson".

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
October 22, 2019 BCC Meeting
Agreement to Terminate the Orange County/City of Ocoee
Emergency Water Supply Interconnect and Easement
Agreement
Contact Person: Jacqueline Torbert
Manager, Utilities Water Division
407-254-9832**

The Emergency Water Supply Interconnect and Easement Agreement was entered into on August 13, 1996, between the City of Ocoee and Orange County for the provision of emergency water service to the West Oaks Mall planned unit development near the corner of Clarke Road and Highway 50. It provided for an initial five-year term, followed by automatic five-year renewals or extensions. The agreement automatically renewed on August 13, 2016.

The City of Ocoee and the Utilities Department have determined the agreement is no longer needed and have agreed to terminate the agreement, effective at 12:01 a.m. on the day immediately following execution of the Agreement to Terminate the Orange County/City of Ocoee Emergency Water Supply Interconnect and Easement Agreement.

The Orange County Attorney's Office staff has reviewed the agreement and finds it acceptable as to form and content. Utilities Department staff recommends approval.

Action Requested: Approval and execution of Agreement to Terminate the Orange County/City of Ocoee Emergency Water Supply Interconnect and Easement Agreement by and between the City of Ocoee and Orange County.

District 2.

**AGREEMENT TO TERMINATE
THE ORANGE COUNTY/CITY OF OCOEE
EMERGENCY WATER SUPPLY INTERCONNECT AND EASEMENT
AGREEMENT**

**THIS AGREEMENT TO TERMINATE THE ORANGE COUNTY/CITY OF
OCOEE EMERGENCY WATER SUPPLY INTERCONNECT AND EASEMENT
AGREEMENT** (the "Termination Agreement") is made and entered into as of the date later
executed below (the "Termination Effective Date"), by and between the CITY OF OCOEE, an
incorporated city of the State of Florida, whose address is 150 North Lakeshore Drive, Ocoee,
Florida 34761, hereinafter referred to as "CITY," and ORANGE COUNTY, a charter county and
political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando,
Florida 32802, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, on August 13, 1996, CITY and COUNTY entered into an agreement
entitled "Orange County/City of Ocoee Emergency Water Supply Interconnect and Easement
Agreement (the "Emergency Interconnect Agreement"); and

WHEREAS, Section 15 of the Emergency Interconnect Agreement provided for an initial
five year term, followed by automatic five year renewals or extensions of the term of the
Emergency Interconnect Agreement unless one party gives the other party notice of termination
at least one year prior to expiration of the term; and

WHEREAS, the Emergency Interconnect Agreement automatically renewed on August 13, 2016; and

WHEREAS, CITY and COUNTY have determined that there is no longer a need for the Emergency Interconnect Agreement; and

WHEREAS, the Parties agree to terminate the Emergency Interconnect Agreement.

NOW, THEREFORE in consideration of the premises of this Termination Agreement and in consideration of the mutual advantages arising hereunder, and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties to this Termination Agreement agree as follows:

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

Section 2. *Billing and Payment.* As of the Termination Effective Date, no bills are outstanding as payments due under the terms of the Emergency Interconnect Agreement.

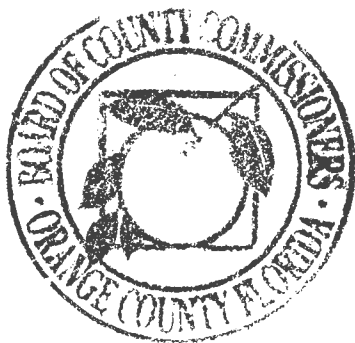
Section 3. *Non-Permitted Use.* As of the Termination Effective Date, all emergency water supply system interconnections made pursuant to the Emergency Interconnect Agreement have been permanently severed. CITY and COUNTY agree that they will not allow any illegal, unauthorized or non-permitted use of any of the emergency water supply system interconnects. This Section 3 will survive termination of the Emergency Interconnect Agreement.

Section 4. *Termination.* The Emergency Interconnect Agreement shall terminate at 12:01 a.m. on the day immediately following the Termination Effective Date.

Section 5. *Hold Harmless.* Consistent with applicable state law, including but not limited to Chapter 768, Florida Statutes, CITY and COUNTY each agree to hold the other harmless from the negligent acts or omissions of itself, its officers, employees or agents and to

pay all legal fees and costs incurred in defending any claim arising from such negligent acts or omissions. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by either party beyond that in Section 768.28, Florida Statutes (2018).

IN WITNESS WHEREOF, the parties hereunto have executed this Termination Agreement as of the date indicated below each party's signature.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: 22 Oct 19

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

By: *Jennifer Klimetz*
Deputy Clerk

CITY OF OCOEE, FLORIDA

By: 
Rusty Johnson, Mayor

Date: September 17, 2019

ATTEST:

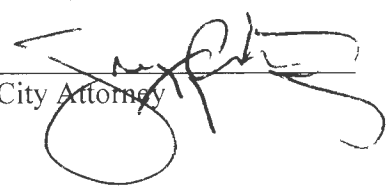

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE
COMMISSION IN A MEETING HELD
ON September 17, 2019,
UNDER AGENDA ITEM NO.
15.

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 17TH day of
SEPT, 2019.

SHUFFIELD, LOWMAN & WILSON, P.A.

By: 
City Attorney