



Interoffice Memorandum

February 15, 2024

TO: Mayor Jerry L. Demings
–AND–
County Commissioners

FROM: Tanya Wilson, AICP, Director
Planning, Environmental, and Development
Services Department

CONTACT PERSON: Thomas Allen, Building Official
Division of Building Safety
407-836-5824

SUBJECT: March 5, 2024 – Consent Item
Interlocal Agreement Regarding Permitting of Real Property
between Seminole County, Florida and Orange County, Florida

Trinity Preparatory School of Florida ("Trinity Prep") is a private school located at 5700 Trinity Prep Lane, Winter Park, Florida, and has existed at the site since 1966. The campus property straddles the boundary between Orange and Seminole County, although a majority of the campus is located within Seminole County. Trinity Prep operates under special exceptions in residential zoning districts in both counties.

The facility is proposing to construct a new Science Building that would be constructed partially in Orange County and partially in Seminole County. Modifications to its special exception in Orange County (SE-23-06-029) were approved on December 7, 2023, and Seminole County is currently reviewing the proposed modifications.

As most of the proposed new building will be in Seminole County, an interlocal agreement is being entered into by and between Orange County and Seminole County to allow permitting, plans review, and inspections, including issuance of a Certificate of Occupancy, to be managed by Seminole County Government. Unless extended by mutual agreement, the term of the Agreement shall be for five years from the Effective Date, or until a final certificate of occupancy is issued for the Project, whichever comes first.

The County Attorney's Office has reviewed the Interlocal Agreement as to form.

ACTION REQUESTED: Approval and execution of Interlocal Agreement Regarding Permitting of Real Property between Seminole County, Florida and Orange County, Florida for Trinity Preparatory School of Florida. District 5.

TW/TA/js
Attachment: Interlocal Agreement

C: Alan Plante, Manager, Division of Building Safety
Roberta Alfonso, Assistant County Attorney
Rebecca Hammock, AICP, Department Director, Seminole County
M. Rebecca Wilson, Lowndes Law Firm

BCC Mtg. Date: March 5, 2024

**INTERLOCAL AGREEMENT REGARDING
PERMITTING OF REAL PROPERTY**

between

SEMINOLE COUNTY, FLORIDA

and

ORANGE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT REGARDING PERMITTING OF REAL PROPERTY (hereinafter referred to as “Agreement”) is entered into by and between **SEMINOLE COUNTY GOVERNMENT**, a charter county and political subdivision of the State of Florida with its Administrative Offices located at 1101 E. First Street, Sanford, FL 32771 (“Seminole County”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“Orange County”). Seminole County and Orange County are sometimes herein jointly referred to as the “Counties.”

WITNESSETH

WHEREAS, Trinity Preparatory School of Florida, Inc. (“Trinity Prep”) is located at 5700 Trinity Prep Ln, Winter Park, Florida 32792; and

WHEREAS, Trinity Prep has been in operation as a private school at its current location since 1966; and

WHEREAS, Trinity Prep operates under Special Exceptions in Residential Zoning Districts in both Orange County and Seminole County and currently has proposed modifications to those Special Exceptions under review by Seminole County; and

WHEREAS, Trinity Prep’s proposed modifications to its Special Exception in Orange County (SE-23-06-029) was approved on December 7, 2023; and

WHEREAS, Trinity Prep is proposing to construct a new Science Building (the “Project”) that will be located on real property located partially in Orange County and partially in Seminole County; and

WHEREAS, Seminole County and Orange County desire to enter into this Agreement to facilitate the final completion and inspection approval of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is

hereby acknowledged and intending to be legally bound hereby, the Counties do hereby agree as follows:

SECTION I. Recitals. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. Permitting Jurisdiction. Counties hereby agree that the Building and Site Construction Permit and related administrative activities for the Project, as generally depicted in the attached and incorporated Exhibit “A”, shall be subject to and administered by Seminole County. Seminole County will process the Permit application in conformance with Seminole County Code and the Florida Building Code, as applicable.

SECTION III. Term. Unless extended by mutual agreement of the Parties, the term of this Agreement shall be for the earlier of: (i) five (5) years from the Effective Date, or (ii) until a final certificate of occupancy is issued for the Project.

SECTION IV. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns.

2. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

5. Each party to this Agreement shall bear its own attorneys fees and costs in connection with this Agreement and / or in connection with any action undertaken in compliance with, or relating to, this Agreement.

6. This Agreement may be executed in up to two counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

SECTION V. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION VI. Effective Date. This Agreement shall become effective upon its execution by the second of the two parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates inscribed below.

ORANGE COUNTY, FLORIDA

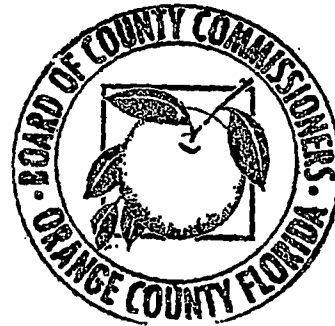
By: Board of County Commissioners

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

Date: March 5, 2024

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

By: *Jennifer Lara-Klimetz*
Deputy Clerk



Print Name: Jennifer Lara-Klimetz

ATTEST

GRANT MALLOY
Clerk to the Board of
County
Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
JAY ZEMBOWER, Chairman

Date: MAR 12 2024

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its 2/27
2024 regular meeting.

Approved as to form
and legal sufficiency.


County Attorney

EXHIBIT “A”

Legal Description

NE ¼ OF NW ¼ (LESS S 250 FT OF W 470 FT PER 1782/499) & NW ¼ OF NE ¼ (LESS NE ¼) OF SEC 01-22-30 & BEG AT NE COR OF LOT 16 ALOMA ESTATES REPLAT PER 13/58 TH RUN S00-59-40W 783.14 FT TH RUN S88-19-35E 15.46 FT TH RUN N00-08-10W 779.91 FT TO POB IN SEC 01-22-30.
COMPRISING APPROXIMATELY 55.31 ACRES.

**PROPOSED SCIENCE
BUILDING LOCATION**

attention

DO NOT GET LIGHT CIGARETTES, FILTER TIPS AND MARIJUANA BY
FORGOTTEN. ALL OF THESE IS CONSIDERED PROHIBITED BY LAW, IN
PARTIAL TO THE PRESENTED INDUSTRY, AND FOR A SPECIFIC PURPOSE
WITHOUT THE PRESENTED SYSTEMS AND/OR OF ANY OF THE
PRESENTED, CONSIDERATION, OR OTHER USE OF THIS DOCUMENT,
NOT TO BE IN PLACE, IN ORDER TO PROHIBIT.

SCALE 1-50

THE SCALING SYSTEM ON THE SLATS ARE BASED ON A SPECIFIC PAPER SIZE AND PLOT CONCENTRATION. PLEASE LABEL IN SCALED DISTANCES ON COVER, OR NON-CRITICAL PLOTS, WRITTEN IMMEDIATELY AFTER PLOTTING OVER GRAPH REPRESENTATION.

RESULTS

[illegible]

DESIGNED BY: RVS
DRAWN BY: BE
CHECKED BY: RVS
APPROVED BY: RVS
DATE: 07/26/2023

"A" PROJECT NO. 1022.0099.55

EXHIBIT

'A'