




Interoffice Memorandum

AGENDA ITEM

July 22, 2020

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development
Services Department 

CONTACT PERSON: Alan C. Plante, Manager
Division of Building Safety
407-836-5816

SUBJECT: August 11, 2020 – Consent Item
First Extension to Interlocal Agreement between Orange
County and City of Edgewood Regarding Building and
Construction Activity

On September 20, 2005 the Board approved an Interlocal Agreement (“Agreement”) between Orange County and the City of Edgewood. The purpose of the Agreement was to authorize the County to perform or assist the City in performing permitting and inspections services for construction within the City limits. The scope was focused towards ensuring compliance with the Florida Building Codes relating to building, electrical, mechanical, and plumbing as adopted in specific sections of Orange County Code Chapter 9. The Agreement recognizes that all other reviews for compliance with the City’s regulations would be coordinated and enforced by the City.

The 15-year term of the original Agreement is set to expire on September 20, 2020. Recognizing the benefits of the Agreement to the residents and businesses within the City, Orange County and the City are proposing to extend the Agreement, with minor amendments, for an additional 15 years.

ACTION REQUESTED: Approval and execution of First Extension to Interlocal Agreement between Orange County, Florida and the City of Edgewood regarding building and construction activity in the City of Edgewood. District 3

JVW:ACP:SW
Attachment

BCC Mtg. Date: August 11, 2020

**FIRST EXTENSION TO INTERLOCAL AGREEMENT BETWEEN ORANGE
COUNTY, FLORIDA AND THE CITY OF EDGEWOOD REGARDING BUILDING
AND CONSTRUCTION ACTIVITY IN THE CITY OF EDGEWOOD**

This First Extension to Interlocal Agreement between Orange County, Florida and the City of Edgewood regarding Building and Construction Activity in the City of Edgewood (the "First Extension"), effective as of the latter date of execution ("Effective Date"), is made and entered into by and between Orange County, a charter county and political subdivision of the state of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393, and the City of Edgewood, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is Office of the Mayor, 405 Bagshaw Way, Edgewood, FL 32809 ("City").

WHEREAS, City and County entered into that certain Interlocal Agreement between Orange County, Florida and the City of Edgewood regarding Building and Construction Activity in the City of Edgewood (the "Existing Agreement") approved by the Orange County Board of County Commissioners ("BCC") on September 20, 2005; and

WHEREAS, County and City desire to extend the term of, and update and amend certain terms and provisions of, the Existing Agreement as set forth below; and

WHEREAS, in all other respects, the original terms of the Existing Agreement shall remain unchanged and in full force and effect.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County (the "Parties") agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Term. The Existing Agreement is hereby extended for a period of fifteen (15) years after the Effective Date.

Section 3. Amendment of terms. The Existing Agreement is hereby amended to change the term “Orange County Building Division” to “Orange County Division of Building Safety.”

Section 4. Amendments to Section 10, “Indemnification and Hold Harmless.”

Section 10 of the Existing Agreement is hereby amended as follows, with added language shown as underlined and deletions shown as ~~struck through~~ :

~~To the fullest extent permitted by law,~~ Subject to the limitation of Section 768.28, Florida Statutes, and without waiving any of its protections or provisions, each party shall indemnify and save harmless the other party, its officers, agents and employees, from and against all claims, damages, losses, and expenses, ~~including reasonable attorneys’ fees and costs on appeal,~~ arising out of or resulting from the performance of its ~~the~~ operations under this Interlocal Agreement. Neither party, its officers, agents, or employees, shall be deemed to assume any liability for the negligence of the other party.

Section 5. Notice. Any notice delivered with respect to this First Extension or the Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party’s name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to City: John Dowless, Mayor
405 Bagshaw Way
Edgewood, FL 32809

With a copy to: Bea L. Meeks, City Clerk
405 Bagshaw Way
Edgewood, FL 32809

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

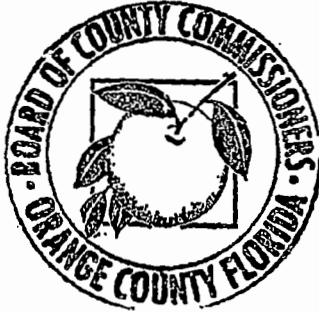
With a copy to: Orange County Division of Building Safety
Attention: Manager
P.O. Box 1393
Orlando, Florida 32802-1393

Section 6. Extensions. No Extension, modification, or other change to this First Extension or the Existing Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

Section 7. Counterparts. This First Extension may be executed in up to two (2) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this First Extension to be duly executed by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*

for Jerry L. Demings,
Orange County Mayor

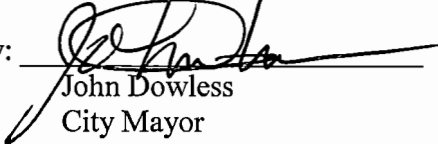
Date: AUG 11 2020

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

By: *Katie Smith*
Deputy Clerk

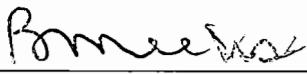
Printed name: **Katie Smith**

CITY OF EDGEWOOD, FLORIDA

By: 
John Dowless
City Mayor

Date: 7/21/2020

ATTEST:

By: 

Bea L. Meeks, City Clerk