

**INTERLOCAL AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**CITY OF APOPKA, FLORIDA**

*related to*

**SHARED PUBLIC SERVICE RADIO COMMUNICATION FACILITIES**

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This INTERLOCAL AGREEMENT ("Agreement") is made effective as of the date last executed below, by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, hereinafter (the "COUNTY"), and the CITY OF APOPKA, FLORIDA, a municipal corporation organized under the laws of the State of Florida, hereinafter (the "CITY"), hereinafter collectively referred to as the "PARTIES".

**RECITALS**

**WHEREAS**, the COUNTY owns and operates a public service radio communication facility located at 6350 Wadsworth Road, Mount Dora, Florida 32757 ("**Exhibit A**"); and

**WHEREAS**, the CITY owns and operates a FlexNet communications network for wireless water meter readings throughout the CITY and unincorporated COUNTY addresses to which the CITY provides water services; and

**WHEREAS**, the CITY is seeking to enhance its FlexNet signal strength and expand coverage, ultimately improving operational efficiency and customer service; and

**WHEREAS**, Section 163.01, Florida Statutes provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, the PARTIES agree to enter into an Interlocal Agreement for Shared Public Service Radio Communication Facilities regarding usage of certain property for construction and installation of a CITY owned FlexNet communications antenna system; and

**WHEREAS**, the PARTIES seek to coordinate a shared use of public service radio communication facilities.

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **TERM, FEES AND DISCONTINUATION OF USAGE.**

A. The Agreement will be in effect upon full execution of this Agreement by the PARTIES ("Effective Date"). The initial term of this Agreement begins upon the Effective Date and will remain in effect for a period of ten (10) years. The term of this Agreement shall automatically be extended for a single renewal of ten (10) successive years unless terminated in accordance with the provisions set forth herein. The length of the term including renewal shall not exceed a total of twenty (20) years.

B. Either party may terminate this Agreement by giving the other party one (1) year advance written notice, with or without cause. Within five (5) months from the date of the written notice to terminate, the CITY shall, at the CITY's expense, coordinate its effort with the COUNTY to vacate all antennas, cables, and other equipment located on the Tower Site described herein. In the event of such difficulty or impossibility of relocation, the Manager of the County's Real Estate Management Division and Mayor of the CITY, or his/her designee, may accommodate the need for such extensions of time so as to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement.

C. The COUNTY will not charge CITY a rental fee for placing equipment on COUNTY's tower or the equipment stored outside its equipment shelter during the life of this Agreement.

3. **SHARED TOWER USAGE.**

A. The COUNTY owns and operates a Public Service Radio Communications Facility located at 6350 Wadsworth Road, Mount Dora, Florida 32757. The COUNTY hereby agrees to allow the CITY to utilize a portion of the tower on the Tower Site for the CITY's FlexNet communications network. If the CITY elects to utilize the COUNTY's tower on the Tower Site, the CITY shall be responsible for all costs relative to the installation, maintenance, repair, security and operation of CITY's own one (1) Outdoor Base Station, one (1) Antenna and, one (1) Transmission Cable at the site. The location of CITY utility connections shall be reviewed and approved by the COUNTY prior to installation. Such connections will be at the sole cost of the CITY, and installed in accordance with the appropriate COUNTY permit.

B. The COUNTY shall provide the CITY with a key or other method to access the

secured entry to the Tower Site. Access to Tower Site by vendors or other persons acting on behalf of, or in the employ of, either party shall act only under the direct supervision of appropriate persons of the respective party.

C. All work done by the CITY shall be constructed and installed in a good and workmanlike manner and all applicable laws, rules, ordinances, regulations and all local, State, and national code standards including, but not limited to, height and wind loading requirements.

D. The CITY shall be responsible for all costs relative to design, installation, construction, reconstruction, alteration, maintenance, repair and operation of its antenna, cables and supporting equipment on the Tower Site and shall keep the same in good order, repair and condition during the term of this Agreement. The COUNTY will be fully responsible for maintenance and management of the Tower Site.

E. The COUNTY and the CITY agree during the term of this Agreement to keep the Tower Site free of debris and any hazardous, dangerous, noxious, or offensive matter which would create a hazard or undue vibration, heat, noise or any form of signal interference in connection with the use of the facilities.

F. This Agreement is intended and shall be construed only as a license to enter and install, operate, and maintain the CITY's FlexNet equipment and does not grant an easement, or create or confirm any ownership or possessory interest in any portion of the COUNTY's property at 6350 Wadsworth Road, Mount Dora, Florida 32757.

G. No later than two (2) months after expiration or termination of this Agreement, CITY shall restore the COUNTY's property to a condition equal or superior to its present condition to the satisfaction of COUNTY. The COUNTY shall have the right to inspect the property upon notification from CITY of the completion of restoration of the property.

4. **INDEMNIFICATION.** Each party agrees to indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suites, judgments, fines, liabilities, costs and expenses 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 of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

5. **INSURANCE.**

A. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the CITY acknowledges to be self-insured for General Liability and Automobile



Liability with coverage limits of as set forth in Section 768.28, Florida Statutes.

B. The CITY agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

C. Upon request the CITY shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.

D. The COUNTY's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this agreement.

E. The CITY shall require all contractors performing work on COUNTY property, including but not limited to within COUNTY rights-of-way or easement areas, to procure and maintain workers' compensation, commercial general liability, business auto liability, and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all contractor general liability policies.

6. **AMENDMENTS AND NOTICE.** This Agreement shall not be amended unless in writing approved by the Orange County Board of County Commissioners and City of Apopka, 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 Apopka: Mayor Bryan Nelson  
City of Apopka  
120 E. Main St.  
Apopka, Florida, 32703  
(407) 703-1601

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.

6. **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.

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

8. **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.

9. **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 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.

10. **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.

11. **WAIVER.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event

of violation shall be deemed to be a waiver of any subsequent event of violation.

**12. REMEDIES.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

**13. NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

**14. NON-EXCLUSIVE AGREEMENT.** This Agreement shall be non-exclusive to the CITY. The COUNTY reserves the right to enter into agreements regarding the same or similar subject matter with other parties.

**15. NO REPRESENTATIONS.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

**16. HEADINGS.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

**17. SURVIVORSHIP.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

**18. AUTHORITY OF SIGNATORY.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

**19. SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**20. LIMITATION OF DAMAGES.** In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the premises or related easements.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**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: \_\_\_\_\_

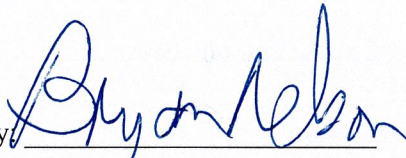
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Printed Name: \_\_\_\_\_

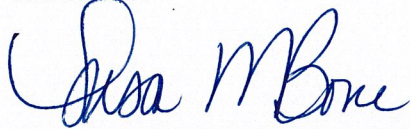
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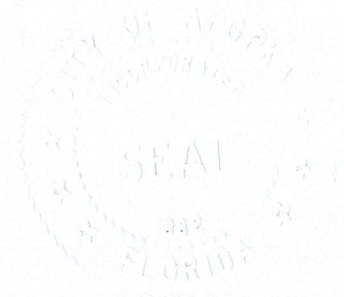
**CITY OF APOPKA, FLORIDA**

By:   
Bryan Nelson, Mayor

Date: 9-4-25

**ATTEST:**

  
Susan, Bone, City Clerk



**EXHBIT A**

**Property Description**

**Address:**

**Parcel ID: 09-20-27-0000-00-039**

**Property Description**

**COMM N1/4 COR OF SEC RUN S 01 DEG W 12.01 FT TO POB TH E 34.28 FT TH S 88 DEG E 110.05 FT E 159.34 FT S 01 DEG W 194.99 FT E 97 FT N 01 DEG E 194.99 FT E 298.15 FT S 01 DEG W 224.99 FT E 298 FT S 01 DEG W 424.83 FT E 331.82 FT S 01 DEG W 1662.39 FT TH W 1326.42 FT W 662.15 FT N 01 DEG E 331.83 FT E 364.35 FT N 01 DEG E 331.87 FT W 364.62 FT N 01 DEG E 593.42 FT E 332.09 FT N 01 DEG E 132.05 FT W 120.04 FT N 01 DEG E 270.09 FT E 452.46 FT N 01 DEG E 651.81 FT TO POB (LESS RD R/W) IN SEC 09-20-27**





OC Communication Network Tower - City of Apopka  
Sheriff's Training Center 09-20-27-0000-00-039



 Sheriff's Training Center  Tower Area  PA Parcels





OC Communication Network Tower - City of Apopka  
Sheriff's Training Center 09-20-27-0000-00-039



 Sheriff's Training Center  Tower Area  PA Parcels