

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
SEP 20 2005 AA/BS

**INTERLOCAL AGREEMENT**  
between  
**ORANGE COUNTY and the CITY OF EDGEWOOD**  
regarding  
**BUILDING and CONSTRUCTION ACTIVITY**  
within the **CITY OF EDGEWOOD**

THIS INTERLOCAL AGREEMENT is made and entered into by and between ORANGE COUNTY, a Charter County and a political subdivision existing under the Florida Constitution and the laws of the State of Florida (the "County"), and the CITY OF EDGEWOOD, a municipal corporation organized and existing under the laws of the State of Florida (the "City").

WHEREAS, in accordance with Chapters 125, 163, 166 and 553, Florida Statutes, each party hereto has the power and authority to perform building, electrical, gas, mechanical, plumbing, and related functions within its jurisdictional limits;

WHEREAS, as authorized under Chapters 125, 163, 166 and 553, Florida Statutes, the City desires to contract with the County to have the County perform or assist the City in performing within the City's boundaries the functions described in the preceding paragraph and more specifically identified below, subject to the terms and conditions set forth in this Interlocal Agreement;

WHEREAS, the County is amenable to entering into such a contract with the City, subject to the terms and conditions set forth in this Interlocal Agreement; and

WHEREAS, this Interlocal Agreement between the County and the City for the joint exercise of certain powers and responsibilities is authorized by provisions of Chapters 125, 163, 166 and 553, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. *Selected Orange County Building and Construction Regulations to Apply within City.* Pursuant to the above-recited authority, the County and the City hereby agree that the following articles of the Building and Construction Regulations contained in Chapter 9 of the Orange County Code, as they may be amended, renumbered, or relocated by the Board of County Commissioners from time to time ("Building and Construction Regulations"), shall, subject to the terms and conditions of this Interlocal Agreement, apply, control and govern within the City's boundaries, as those boundaries may change from time to time due to annexation or contraction:

1. Article I ("General")
2. Article II ("Building Code")
3. Article III ("Electrical Code")
4. Article IV ("Mechanical Code")
5. Article V ("Plumbing")
6. Article VI ("Gas Code")
7. Article IX ("Contractor Certification, Registration, Licensing")

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The following Articles contained in Chapter 9, as they may be amended, renumbered or relocated by the Board from time to time, shall *not* apply, control and govern within the City's

boundaries:

1. Article VII ("Housing Code")
2. Article VIII ("Standard Unsafe Building Abatement Code")
3. Article X ("Aluminum Specialty Contractors")
4. Article XI ("Irrigation Specialty Contractors")
5. Article XII ("Underground Utilities Pipelines and Underground Utilities Pipeline Contractors")
6. Article XIII ("Architectural Standards and Guidelines for Commercial Buildings and Projects")
7. Article XIV ("Moving of Structures")
8. Article XV ("Airport Noise Impact Areas")

9. Article XVI (“Exterior Lighting Standards”)

2. ***Board of County Commissioners to Act as Final Authority regarding Building and Construction Regulations.*** The Board of County Commissioners shall, subject to the terms and conditions of this Interlocal Agreement, act as the final authority as to the creation, amendment and application of the Building and Construction Regulations.

3. ***Building Division to Administer and Enforce Building and Construction Regulations within City.*** The Orange County Building Division (“Building Division”) shall administer and enforce the Building and Construction Regulations within the City. The Building Division shall not perform for the City any function outside the scope of its duties under the Building and Construction Regulations. Except as may be otherwise hereinafter provided, the services provided by the Building Division shall be the same as those that are and shall be hereafter furnished by the Building Division within the County’s own jurisdictional limits.

4. ***Building Codes Board of Adjustments and Appeals.*** The Orange County Building Codes Board of Adjustments and Appeals shall have jurisdiction to hear and decide grievance complaints, variances, appeals and any other matters arising from the interpretation or application of the Building and Construction Regulations within the City, in accordance with applicable provisions of Chapter 9 of the Orange Code and applicable law.

5. ***Building Division to Represent City.***

A. Except as noted below, the County shall represent the City in all actions before the Building Codes Board of Adjustments and Appeals, Board of County Commissioners, courts of law or administrative agencies of the State of Florida, arising out of actions taken under this Interlocal Agreement and brought under the Orange County Code or applicable law,

provided that if in the County's reasonable judgment such representation entails incurring more than incidental fees, costs and expenses, the City shall be responsible for paying the County such fees, costs and expenses which exceed an incidental amount.

B. The Building Division shall also represent the City as a member of the International Code Council and any other such council, exercising all rights and powers of the City in regard to such membership.

6. *Issuance of Permits and Collection of Related Fees.*

A. The County shall issue all permits and, subject to subparagraph 7B below, shall collect all related fees from permittees for building or related construction activity within the City at the same rates as charged for such services in the unincorporated areas of the County. All fees so collected shall be retained by the County and used to defray the costs incurred in performing its administrative and enforcement services described in this Interlocal Agreement. Subject to paragraph 5.A above, such fees shall be deemed to constitute full and complete compensation to the County for the services and functions rendered by the County for the City pursuant to this Interlocal Agreement.

B. The City shall be responsible for collecting any impact fees due and owing under the City's ordinances and regulations, and for collecting any applicable administrative fees.

7. *Cooperation and Assistance.* To facilitate each party's performance of its responsibilities and duties under this Interlocal Agreement, each party shall cooperate with and assist the other. To facilitate cooperation and ensure compliance with the intent of this Interlocal Agreement, the Building Official of Orange County ("Building Official") and the Mayor of Edgewood are hereby designated the responsible officers for coordinating the efforts and actions

of both parties. After execution of this Interlocal Agreement, the Building Official shall notify the Mayor of Edgewood in writing of any changes or amendments to the Building and Construction Regulations which may be adopted by the Board of County Commissioners.

8. *Employee Status.* Persons employed by the County, in the performance of services and functions pursuant to this Interlocal Agreement, shall have no claim to pension, civil service, or other employee rights or benefits granted by the City to its officers and employees. Accordingly, the City shall not be liable for the payment of any salary, wages, or other compensation to officers, agents or employees of the County performing services hereunder. The City shall also not be liable for compensation to officers, agents or employees of the County for injury or sickness resulting from performance of this Interlocal Agreement. Rendition of service, standards of performance, discipline of officials and employees, and other matters incidental to the performance of services and control of personnel, shall remain with the County.

9. *Real and Personal Property.* All real and personal property acquired or utilized by the County to provide administrative services pursuant to this Interlocal Agreement, shall be purchased, owned, operated, maintained, leased and/or sold by the County.

10. *Indemnification and Hold Harmless.* To the fullest extent permitted by law, 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 and reasonable attorneys' fees and costs on appeal, arising out of or resulting from the performance of 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.

11. *Insurance.* The County shall maintain insurance for its Building Official,

Building Division and other County officials and employees performing services and functions under this Interlocal Agreement, and for the acts and omissions thereof, under its self-insurance program and in accordance with the policies and practices of the County, and pertaining to the County's Risk Management Department.

12. *Term of Interlocal Agreement; Termination.*

A. *Term.* This Interlocal Agreement shall continue for a term of 15 years, unless terminated sooner by one of the parties pursuant to subparagraph 12B below.

B. *Termination.* Either party may terminate this Agreement at will and in its sole discretion, without liability to the other, upon written notice to the other party received not later than ninety (90) days prior to such termination. If this Interlocal Agreement is terminated for any reason, the County, when requested by the City, shall complete inspection services on any existing or pending permits issued during the term of this Interlocal Agreement for work within the City.

13. *Full Agreement.* This Interlocal Agreement contains the entire agreement of the parties with respect to the matters contained herein. Any previous agreements and understandings of the parties with respect to such matters, written or oral, shall be deemed null and void and of no further force and effect.

14. *Amendments and Waivers.* Amendments to this Interlocal Agreement shall be deemed enforceable only if in writing and signed and approved by both parties hereto. No waivers shall be effective unless in writing and signed and approved by the party against whom it is asserted, and any waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in

writing.

15. *Assignment Prohibited.* This Interlocal Agreement shall not be assigned by either party.

16. *Notices.* All notices, elections, requests and other communications under this Interlocal Agreement shall be in writing and shall be deemed received in any of the following circumstances: when personally delivered; three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. All such notices, elections, requests and other communications shall be addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

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If to the County:      Manager, Building Division  
                                 201 S. Rosalind Ave.  
                                 P.O. Box 1393  
                                 Orlando, FL 32802-1393  
                                 Phone: (407) 836-5645  
                                 Telecopier: (407) 836-5489

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If to the City:         Mayor  
                                 City of Edgewood  
                                 Edgewood City Hall  
                                 405 Larue Avenue  
                                 Edgewood, FL 32809-3406  
                                 Phone: (407) 851-2920  
                                 Telecopier: (407) 851-7361

17. *Disclaimer of Third-Party Beneficiaries.* This Interlocal Agreement is solely for the benefit of the County and the City, and no right, remedy, claim or cause of action shall accrue

or be conferred by reason hereof to or for the benefit of any third party not a party hereto.

18. *Severability.* The provisions of this Interlocal Agreement are declared by the parties to be severable to the extent they can be severed without frustrating the underlying intent and purpose of this Interlocal Agreement.

19. *Miscellaneous.*

A. *Validity.* After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under applicable law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature.

B. *Governing Law.* This Interlocal Agreement shall be governed by and construed in accordance with applicable provisions of the Orange County Code and applicable laws of the State of Florida.

C. *Venue.* Venue for any action, which may arise from or relate to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

D. *Attorney's Fees and Costs.* In the event a party hereto deems it necessary to take legal action, against the other to enforce any provision of this Interlocal Agreement, the prevailing party shall be entitled to all reasonable expenses of such action, including reasonable attorneys' fees and costs.

E. *Headings.* The headings or captions used in this Interlocal 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 Interlocal Agreement.

20. *Effective Date.* This Interlocal Agreement shall become effective upon the date of approval by the City Council or the date of approval by the Board of County Commissioners, whichever date is later.

IN WITNESS WHEREOF, this Interlocal Agreement has been fully executed on behalf of the parties hereto by their duly authorized representatives, as of the dates written below.

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

By: *Richard T. Crotty*  
Richard T. Crotty  
Orange County Mayor

ATTEST: Martha O. Haynie, Orange County Comptroller  
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*  
Deputy Clerk



**CITY OF EDGEWOOD, FLORIDA**  
By: City Council

By: *Michael Teague*  
Michael Teague, Mayor

Date: 8.24.05

ATTEST:

By: *Bea L. Meeks*  
Bea L. Meeks, City Clerk