

**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
Orange County Mayor

Date: _____, 20__

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

By: _____
Deputy Clerk

Print Name: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
JAY ZEMBOWER, Chairman

Date:

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20__, regular meeting.

Approved as to form
and legal sufficiency.

County Attorney