

Prepared by and Return to:  
Roy K. Payne, Esq.  
Chief Assistant City Attorney  
City of Orlando  
400 S. Orange Ave.  
Orlando, FL 32801  
(407) 246-3483

**AGREEMENT TO ESTABLISH PERMITTING SERVICES ACCOUNT**

THIS AGREEMENT TO ESTABLISH PERMITTING SERVICES ACCOUNT, "Agreement", is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Orlando**, Florida, a municipal corporation existing under the laws of the State of Florida, "City", and \_\_\_\_\_, a \_\_\_\_\_ corporation, with a business address of \_\_\_\_\_, "Developer".

WHEREAS, Developer is constructing one or more projects, "Projects," within the City of Orlando; and

WHEREAS, in conjunction with, and as a condition of, construction of the Projects, Developer must obtain various permits, "Permits", from the City; and

WHEREAS, the City's processing of the Permits will require the payment of fees, "Fees"; and

WHEREAS, rather than paying the Fees for each Permit from different sources, Developer and City agree that Developer's deposit of funds into a single account administered by the City and against which payment of the Fees can be drawn, is a more efficient and cost effective procedure; and

WHEREAS, Developer has therefore agreed to deposit with the City, a sum of money, "Funds", to pay Fees required to process the Permits; and

WHEREAS, the parties desire to memorialize their Agreement.

NOW, THEREFORE, in consideration for the mutual covenants herein described, the sufficiency of which is acknowledged by the parties hereto, City and Developer agree as follows:

1. Recitals. The above recitals are true and correct and incorporated into the substantive body of this Agreement.

2. Account. Developer will submit the amount of \$\_\_\_\_\_, "Initial Deposit," plus a Thirty-Two Dollar (\$32.00) set-up fee and the Initial Administration Fee, as that term is hereinafter defined, to the City by wire or ACH transfer within forty-five (45) days of the Effective Date of this Agreement. At least five (5) days prior to submittal of the Initial Deposit, Developer will provide email notice to the City's \_\_\_\_\_, which email will include

a fully executed copy of this Agreement. The Funds will be held by the City in a separate, internal, non-interest bearing account, "Account," and distributed in accordance with the terms of this Agreement. Developer may replenish the Account at any time by making additional deposits, "Additional Deposit," by wire or ACH transfer, upon five (5) days email notice to the City prior to each Additional Deposit. The fee established in this Paragraphs 2, may be revised by separate resolution or inclusion in the general schedule of fees adopted annually by the City of Orlando, Division of Permitting Services.

3. Administration Fee. Developer agrees to pay an annual fee for the City's administration of the Account as follows: 1) an initial fee, "Initial Administration Fee," in the amount of two and one-half percent (2.5%) of the Initial Deposit will be paid with the submittal of the Initial Deposit to the City as described in Paragraph 2, above; 2) an annual administration fee, "Annual Administration Fee," in the amount of \$250.00, to be paid on the one-year anniversary of the Developer's payment of the Initial Deposit and on each anniversary thereafter during the term of this Agreement. If there are insufficient Funds in the Account to pay the Annual Administration Fee, City will notify a Designee, as hereinafter defined. If Funds in the Account are not sufficiently replenished to pay the Annual Administration Fee within five (5) days of said notice, the City may terminate this Agreement, effective immediately upon notification of said termination to a Designee. The fees established in this Paragraphs 3, may be revised by separate resolution or inclusion in the general schedule of fees adopted annually by the City of Orlando, Division of Permitting Services.

4. Developer's Authorization. Developer hereby designates the following individuals, "Designees," as authorized to direct the City to disburse monies from the Account to pay Fees:

(1) \_\_\_\_\_, Title, \_\_\_\_\_  
Email \_\_\_\_\_, Phone, \_\_\_\_\_.

(2) \_\_\_\_\_, Title, \_\_\_\_\_  
Email \_\_\_\_\_, Phone, \_\_\_\_\_.

(3) \_\_\_\_\_, Title, \_\_\_\_\_  
Email \_\_\_\_\_, Phone, \_\_\_\_\_.

The email directive to disburse Funds must be from one of the addresses referenced above and must contain specific language (i) directing the City to disburse a certain amount of the Funds (ii) to pay the Fee(s) for Permit(s), each such Permit referenced by permit number and fee amount. Developer may remove Designees or add Designees by providing an email to the City's \_\_\_\_\_, directing said removal or addition. In the case of an addition, Developer must include the information referenced above for all Designee(s). Developer may designate no more than three (3) Designees at a time under this Agreement. Developer further authorizes the City to disburse the Annual

Administration Fee from the Funds when due. City will maintain records relating to the disbursement of monies from the Account in accordance with generally accepted practices.

5. Liability of City for Administration of Account. Developer and City agree that the City shall not be liable for any damages, claims or liability, arising from the City's activities under this Agreement, including, though not exclusively, the City's administration of the Account.

6. Term. Unless terminated as provided below, this Agreement will remain in effect for a period of three (3) years commencing on the Effective Date, "Term."

7. Termination. This Agreement terminates at the end of the Term and may also be terminated at any time and for any reason by either party by the submittal of written notice from the terminating party to the non-terminating party. Within thirty (30) days of termination, the City will return the balance of the Funds, less all fees incurred prior to and including the date of termination.

8. Indemnification. Developer will defend, release, indemnify and hold the City harmless from and against any and all liability, claims, and damages arising under this Agreement, except to the extent that said liability, claims and damages arises from the negligent acts of the City. Nothing in this Agreement constitutes a waiver of the City's sovereign immunity or the limits of liability established under Florida law.

9. No Escrow Relationship. City and Developer agree and acknowledge that neither this Agreement nor the Developer's deposit of Funds under this Agreement establishes an escrow, or other such fiduciary, relationship between the City and the Developer.

10. Notices. Wherever required that notice, request, consent, or demand be given by any party to this Agreement to or on the other (hereafter collectively "Notice" for the purpose of this paragraph), such Notice shall not be deemed to have been duly given unless in writing, and either personally delivered, mailed by certified mail, return receipt requested, or telecopied (with a copy to follow by first class mail) as follows:

City: City of Orlando  
c/o Permitting Division Manager  
400 South Orange Avenue  
Orlando, FL 32801

With a copy to: City Clerk  
City Hall, 2<sup>nd</sup> Floor  
400 S. Orange Avenue  
Orlando, FL 32801

Developer:

With a copy to:

All Notices shall be deemed delivered only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be regarded as delivered on the next business day. Saturdays, Sundays and legal holidays of the United States government shall not be regarded as business days.

If any time for giving Notice or other time period contained in this Agreement would otherwise expire on a non-business day, the Notice period or time period shall be extended to the next succeeding business day.

11. Severability. The invalidity or unenforceability of a specific provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12. Modification. No additions, alterations or variations to the terms of this Agreement will be valid nor can the provisions or the terms of this Agreement be waived by the Parties unless such additions, alterations, variations or waivers are expressly set forth in writing and signed by the parties hereto.

13. Waiver. The failure of any party hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or option herein conferred upon or served to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition of or the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

14. Venue and Applicable Law. In the event that legal action is instituted under, or to enforce any provision of, this Agreement, the parties hereto submit themselves to the jurisdiction of the courts of the State of Florida, and, notwithstanding the place of residence of any of them or the place of execution of this instrument, such litigation shall be brought in Orange County, Florida. This Agreement shall be controlled, construed and interpreted according to the laws of the State of Florida, without regard to the conflict of laws rules of such State.

15. Binding Effect. The obligations and covenants herein contained are binding upon the agents, successors and assigns of the parties hereto.

16. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters contained herein, and supersedes all previous agreements or representations, either verbal or written heretofore in effect between the parties made with respect to the matters contained herein.

17. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all such counterparts shall constitute one instrument.

18. Effective Date. This Agreement becomes effective on the date of full and complete execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST:

CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida (SEAL)

By: \_\_\_\_\_  
Denise Aldridge, City Clerk

By: \_\_\_\_\_  
Brooke Bonnett  
Director, Economic Development

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, **Brooke Bonnett** and \_\_\_\_\_, City Clerk, who is personally known to me who did (did not) take an oath.

\_\_\_\_\_  
Name  
Notary Public  
Serial Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**SIGNATURES CONTINUE NEXT PAGE**

Signed in the presence of two witnesses:

DEVELOPER:

(Corporate Seal)

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,  
\_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a  
\_\_\_\_\_ a profit/non-profit corporation. He/she  is personally known to me or  who has  
produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: