
INTERLOCAL AGREEMENT

between the

CITY OF ORLANDO, FLORIDA

and

ORANGE COUNTY, FLORIDA

regarding the

**TRANSFER OF JURISDICTION OF
PORTIONS OF WEST OAK RIDGE ROAD,
TAMPA AVENUE, AND DOWDEN ROAD**

**Approved by the City of Orlando
City Council**

_____, 2021

**Approved by the Orange County
Board of County Commissioners**

_____, 2021

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THIS INTERLOCAL AGREEMENT is made and entered into by and between the **City of Orlando, Florida**, a municipal corporation created and existing under the laws of the State of Florida (“City”), and **Orange County, Florida**, a Charter County and political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, the County has authority pursuant to Section 125.01(1)(p), Florida Statutes, to enter into an agreement with another governmental entity or agency for joint performance, or performance by one unit on behalf of the other, of any of either entity’s or agency’s authorized functions;

WHEREAS, the City has authority pursuant Section 166.021, Florida Statutes, to enter into agreements;

WHEREAS, all roads that are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to Section 335.01(1), Florida Statutes, public roads;

WHEREAS, a “road” is defined by Section 334.03(22), Florida Statutes, as “a way open

to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts. . . .”;

WHEREAS, the term “road” as defined be Section 334.03(22), Florida Statutes, also implicitly includes, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs) within the right-of-way;

WHEREAS, according to Section 335.01(2), Florida Statutes, public roads are divided into the following four systems: (1) the “county road system”; (2) the “city street system”; (3) the “State Highway System”; and (4) the “State Park Road System”;

WHEREAS, the “county road system” is defined by Section 334.03(8), Florida Statutes, as “all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System”;

WHEREAS, the “city street system” is defined by Section 334.03(3), Florida Statutes, as “all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system”;

WHEREAS, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes;

WHEREAS, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be transferred

between those jurisdictions only by mutual agreement of those local governmental entities;

WHEREAS, the City desires to own (and/or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portion of the County functionally classified road known as **West Oak Ridge Road** from the easterly right-of-way line of Interstate 4 to the easterly right-of-way line of Millenia Boulevard;

WHEREAS, the City also desires to own (and/or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portion of the County functionally classified road known as **Tampa Avenue** from the northerly right-of-way line of Orange Center Boulevard to the southerly right-of-way line of West Colonial Drive (also known as West State Road 50);

WHEREAS, the City also desires to own (and/or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portion of the County functionally classified road known as **Dowden Road** within the unincorporated area in the right-of-way of State Road (also known as the Central Florida Greeneway), and to accept an assignment of the County's rights and duties under the following legal instruments: (1) a Joint Use Pond Agreement between the County and the Orlando-Orange County Expressway Authority (now known as the Central Florida Expressway Authority) for a joint use pond that serves such portion of Dowden Road, recorded at Book 10182, Page 3097, et. seq.; (2) a Utilities, Sidewalks, Multi-Purpose Pathway, Landscaping, and Drainage Easement between Moss Park Properties, LLLP, and the County, recorded at Book 10182, Page 3116, et. seq., and (3) a Temporary Slope Easement between Moss Park Properties, LLLP, and the County, recorded at Book 10182, Page 3122, et. seq.;

WHEREAS, this Interlocal Agreement is intended to address the transfer of the portions of such roads identified in the preceding recitals from the County road system to the City street system;

WHEREAS, furthermore, this Interlocal Agreement is intended to apply to the subject of which party has jurisdiction to control traffic along such roads, pursuant to Section 316.006, Florida Statutes; and

WHEREAS, however, this Interlocal Agreement is not intended to apply, and shall not be construed as applying, to the subject of which law enforcement authority has jurisdiction to enforce traffic laws along such roads (see Section 316.640, Florida Statutes).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Transfer of Jurisdiction; Scope; Torts; Powers; Road Closure; Vacation.

A. Transfer of Jurisdiction. The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the portions of the following functionally classified roads (“Roads”):

(1) West Oak Ridge Road from the easterly right-of-way line of Interstate 4 to the easterly right-of-way line of Millenia Boulevard;

(2) Tampa Avenue from the northerly right-of-way line of Orange Center Boulevard to the southerly right-of-way line of West Colonial Drive (West State Road 50); and

(3) Dowden Road within the unincorporated area in the right-of-way of State Road 417 (the Central Florida Greenway), the license associated with the Joint Use Pond Agreement that serves this portion of Dowden Road, the Utilities, Sidewalks, Multi-Purpose Pathway, Landscaping, and Drainage Easement, and the Temporary Slope Easement.

B. Scope. The City's jurisdiction over the Roads means the authority and responsibility to maintain, control, repair, and improve the Roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to control, regulate, warn, and guide traffic on the Roads pursuant to Section 316.006(2), Florida Statutes, regardless of any future alteration, realignment, construction, extension, widening, or renaming of the Roads. Henceforth, the Roads are therefore deemed to be part of the "City street system," for purposes of operation, maintenance, and control of traffic.

C. Torts. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts regarding the Roads shall be in the City.

D. Powers. Also pursuant to Section 337.29(3), except as may be otherwise provided by law or this Interlocal Agreement, the City shall have the same governmental, corporate, and proprietary powers with relation to the Roads that the City has with relation to other public roads and rights-of-way within the City.

3. Dedication and Acceptance; Deed; Vesting of Title.

A. Dedication and Acceptance. For the Roads, or any portions thereof, that were heretofore dedicated, and that the County heretofore accepted, the County hereby dedicates the Roads, and any portions thereof, to the City, and the City hereby accepts such dedication.

B. Deed. The County shall execute and deliver County deeds in favor of the

City substantially in the form attached hereto as **Appendix A-1** (for West Oak Ridge Road), **Appendix A-2** (for Tampa Avenue), and **Appendix A-3** (for Dowden Road), for any portion of the Roads that the County holds, or may hold, in fee title, specifically described in the legal descriptions and sketches of description of a **Schedule A** attached to **Appendix A-1**, **Appendix A-2**, and **Appendix A-3**. Within ten (10) days after receipt thereof, the City shall accept each deed by recording the deed in the Official Records of Orange County at the City's expense.

C. Vesting of Title. Upon the recording of the County deed pursuant to Section 3.B, title in the Roads shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

D. Assignments of Documents from the County to the City related to the Transfer of Dowden Road. Furthermore, related to the transfer of Dowden Road only, the County shall execute and deliver separate assignments of its rights and duties under the following recorded legal instruments to the City, substantially in the form attached hereto as **Appendix B-1** (for the Joint Use Pond Agreement), **Appendix B-2** (for the Utilities, Sidewalks, Multi-Purpose Pathway, Landscaping and Drainage Easement), and **Appendix B-3** (for the Temporary Slope Easement):

(1) the Joint Use Pond Agreement between the Orlando-Orange County Expressway Authority and the County, recorded at Book 10182, Page 3097, et seq.

(2) the Utilities, Sidewalks, Multi-Purpose Pathway, Landscaping and Drainage Easement between Moss Park Properties, LLLP, and the County, recorded at Book 10182, Page 3116, et. seq. ("Multi-Purpose Easement"); and

(3) the Temporary Slope Easement between Moss Park Properties, LLLP,

and the County, recorded at Book 10182, Page 3122, et. seq.

Within ten (10) days after receipt of each such documents referenced in this Section 3.D, the City shall accept the assignments and record it in the Official Records of Orange County at the City's expense.

4. Miscellaneous.

A. Validity. The City and the County each represents, warrants, and covenants to and with the other its respective authority and power under Florida 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. The City and the County each hereby represents, warrants and covenants to and with the other that this Interlocal Agreement has been validly approved by its respective governing body, and that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

B. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

C. Headings. The headings or captions of sections or subsections used in this Interlocal Agreement are merely for the convenience of the parties for 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.

D. Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

E. Governing Law; Venue; Attorney's Fees and Costs.

(1) This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida.

(2) Venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

(3) In the event a party deems it necessary to take legal action to enforce any provisions of this Interlocal Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

F. Entire Agreement. This Interlocal Agreement, along with its exhibits, constitutes the entire Agreement between the parties regarding the subject matter hereof. Any prior oral or written agreements or understandings of any kind between the parties relating to the subject matter hereof are null and void and of no further effect.

G. Amendments. This Interlocal Agreement may be amended only by express written instrument approved by the City Council and the Board of County Commissioners, and executed by the authorized officer of each party.

H. Counterparts. This Interlocal Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. Notices. Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or registered; or 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; and addressed as follows:

If to the City: City Attorney
 City of Orlando
 400 South Orange Avenue
 Orlando, Florida 32801
 Facsimile: (407) 246-2854

With a copy to: Director of Public Works
 City of Orlando
 400 South Orange Avenue
 Orlando, Florida 32801
 Facsimile: (407) 246-2892

If to the County: County Attorney
 Orange County Administration Center
 201 South Rosalind Avenue
 Orlando, Florida 32801
 Facsimile: (407) 836-5888

With a copy to: Director, Orange County Public Works
 4200 South John Young Parkway
 Orlando, Florida 32839
 Facsimile: (407) 836-7716

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 of notice by giving notice of such change to the other party in the manner provided in this section.

5. Effective Date. This Interlocal Agreement shall become effective on the date of execution by the City or the date of execution by the County, whichever date is later.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the dates indicated below.

CITY OF ORLANDO, FLORIDA

By: City Council

By: _____
Buddy Dyer, Mayor

Date: _____, 2021

ATTEST:

By: _____
Stephanie Herdocia, City Clerk

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings, Mayor

Date: _____, 2021

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

By: _____
Deputy Clerk