

This agreement prepared by:  
**Kyle A. Shephard, Esq.**  
Assistant City Attorney  
Orlando City Hall  
400 S. Orange Ave.  
Orlando, Florida 32801

Space above reserved for use by records agency.

**INTERLOCAL AGREEMENT  
TRANSFERRING JURISDICTION OF A SEGMENT OF DOWDEN ROAD**

This **INTERLOCAL AGREEMENT TRANSFERRING JURISDICTION OF A CERTAIN SEGMENT OF DOWDEN ROAD** (hereinafter referred to as the "Agreement") is made in Orange County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2014, and is made and entered into by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation duly established, organized, and existing under, and by virtue of the laws of the State of Florida, and having its principal place of business at Orlando City Hall, 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as the "City"), and **ORANGE COUNTY, FLORIDA**, a Florida charter county duly established, organized, and existing under, and by virtue of the laws of the State of Florida, and having its principal place of business at 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as the "County").

**WITNESSETH**

**WHEREAS**, as provided by Article VIII, section 2(b) of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise and power for municipal purposes, except as expressly prohibited by law; and

**WHEREAS**, as provided by Article VIII, section 1(g) of the Constitution of the State of Florida, and Chapter 125, Florida Statutes, the County enjoys all powers of local self-government not inconsistent with general law, or special law approved by vote of the electors; and

**WHEREAS**, this Agreement is made and entered into by the City and the County pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, the purpose of which is "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a

basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;" and

**WHEREAS**, pursuant to section 125.01(1)(m), Florida Statutes, the County has the authority to provide and regulate roads and related facilities; and

**WHEREAS**, section 335.01, Florida Statutes, provides that all roads which are open and available for use by the public and dedicated to the public use, according to law or by prescription, are declared to be, and are established as, public roads, and are divided into four systems, including the county road system and the city street system; and

**WHEREAS**, in accordance with section 335.0415(1), Florida Statutes, the jurisdiction of public roads and the responsibility for the operation and maintenance within the right-of-way of any road within the state, county, and municipal road system shall be that which existed on June 10, 1995; and

**WHEREAS**, pursuant to section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road subsequent to July 1, 1995, shall be governed by the provisions of section 335.0415, Florida Statutes; and

**WHEREAS**, pursuant to section 335.0415(3), Florida Statutes, the City and County may transfer jurisdiction over public roads from one to the other; and

**WHEREAS**, section 334.03(22), Florida Statutes, defines a "road" as a way open to travel by the public, including, but not limited to, a street, highway, or alley, and 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 necessary for the maintenance of travel; and

**WHEREAS**, section 334.03(8), Florida Statutes, defines the "county road system" 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; and

**WHEREAS**, section 334.03(3), Florida Statutes, defines the "city street system" as all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system; and

**WHEREAS**, there currently exists an approximately 1,100' segment of Dowden Road (sometimes referred to as "Innovation Way North") within the county road system (hereinafter referred to as the "Dowden Road Segment"); and

**WHEREAS**, the Dowden Road Segment is generally located at the intersection of Dowden Road and State Road 417, running generally eastward a length of approximately 1,100' from the western boundary of the right-of-way of State Road 417, and being more particularly described and depicted in **Exhibit "A"** to this Agreement; and

**WHEREAS**, the existing Dowden Road just to the west of the Dowden Road Segment is, and the proposed extension of Dowden Road to the east of the Dowden Road Segment will be, within the city street system of the City; and

**WHEREAS**, the purpose of this Agreement is to transfer jurisdiction of the Dowden Road Segment from the County to the City pursuant to section 335.0415, Florida Statutes, and thereby transfer the Dowden Road Segment from the county road system to the city street system; and

**NOW, THEREFORE**, pursuant to the Florida Interlocal Cooperation Act of 1969 and section 335.0415, Florida Statutes (2013), and in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the City and County agree as follows:

**1. Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

**2. Transfer of jurisdiction.** The Dowden Road Segment is hereby transferred from the jurisdiction of the County to the jurisdiction of the City and is thereby made a part of the city street system.

**3. Transfer of right-of-way.** For all parts of the Dowden Road Segment that are or may be in the County's possession or control by way of dedication, the County hereby dedicates, and the City hereby accepts such right-of-way.

**4. Transfer of title.** For all parts of the Dowden Road Segment that are or may be held by the County in fee or less-than-fee title, the County shall convey such interest or interests to the City by quitclaim deed or deeds within 30 days of the effective date of this Agreement. The quitclaim deed or deeds must be in a form acceptable to the City Attorney and the County Attorney. Within 15 days of receiving the acceptable deed or deeds, the City shall accept the deed or deeds by recording it or them in the official records of Orange County. The cost of recording shall be borne by the City.

**5. Term; termination.** This Agreement remains in effect unless terminated by the parties hereto. This Agreement may be terminated only by interlocal agreement made and entered into pursuant to Florida law.

**6. Amendment.** This Agreement may be amended only by interlocal agreement made and entered into pursuant to Florida law.

**7. Delivery of notices.** Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii) telecopy or facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt requested, to the following addresses, or to such other address as the party to receive such communication may have designated to the other party by notice in accordance herewith:

If to the City:                    Chief Administrative Officer  
   City of Orlando  
   Orlando City Hall  
   400 South Orange Avenue  
   Orlando, Florida 32801

If to the County:                Chief Administrative Officer  
   201 South Rosalind Avenue  
   Orlando, Florida 32801

**8. Remedies.** Nothing in this Agreement shall be construed to limit either party's remedies in equity or law.

**9. Governing law and 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 City and County 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.

**10. Entire agreement.** This Agreement, and all the documents and agreements described or referred to herein, including without limitation the exhibits hereto, constitute the entire, full, and complete agreement between the City and the County, with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

**11. Severability.** If any sentence, phrase, paragraph, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part shall not appear to have been a controlling or material

inducement to the making hereof, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding affect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

**12. Effective date.** This Agreement shall be effective when filed in the official records of Orange County, Florida.

**13. Recording.** This Agreement shall be filed in the official records of Orange County, Florida, by the City, and at the City's sole expense and effort, by no later than 30 days following execution by the second of the two parties to execute.

**14. Authority to execute and comply.** The City and the County each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, the City and the County each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

**15. Sovereign immunity.** Both parties to this Agreement are governments protected by the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such protections.

**IN WITNESS WHEREOF**, the City and County have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and had their seals affixed below, all as of the date first written above.

\*\*[Remainder of this page intentionally left blank. Signature pages to follow.]\*\*

**SIGNATURE PAGE FOR THE CITY**

FOR THE CITY OF ORLANDO, FLORIDA, a  
Florida municipal corporation:

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**Mayor / Mayor Pro Tempore**

ATTESTATION, BY THE CLERK  
OF THE CITY COUNCIL OF THE  
CITY OF ORLANDO, FLORIDA:

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**City Clerk**

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF ORLANDO, FLORIDA:

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**City Attorney**

**SIGNATURE PAGE FOR THE COUNTY**

FOR ORANGE COUNTY, FLORIDA, a  
Florida charter county:

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**Mayor / Mayor Pro Tempore**

ATTESTATION, BY THE CLERK  
OF THE BOARD OF COUNTY COMMISSIONERS  
FOR ORANGE COUNTY, FLORIDA:

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**County Clerk**

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF  
ORANGE COUNTY, FLORIDA:

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**County Attorney**