
INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and the

CITY OF ORLANDO, FLORIDA

regarding

JURISDICTION to OPERATE and MAINTAIN

PORTIONS of

EAST PINELOCH STREET

and

BUTLER'S DRIVE

Approved by the Orange County Board
of County Commissioners

_____, 2018

Approved by the City of
Orlando City Council

_____, 2018

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

RECITALS

WHEREAS, the County has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements;

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

WHEREAS, all roads which 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, including, but not limited to, associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges [and] tunnels...";

WHEREAS, the term "road" as defined by Section 334.03(22), Florida Statutes, also implicitly includes, but is not limited to, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs);

WHEREAS, according to Section 335.01(2), Florida Statutes, public roads are divided into 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(1), Florida Statutes, the jurisdiction of public roads and the responsibility for operation and maintenance within the right-of-way of any road within the state, county, and municipal road systems shall be that which existed on June 10, 1995;

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 (or accept dedication of, whatever the case may be), operate, maintain, control, and have responsibility over the local County roads known as (i) East Pineloch Street from the easterly right-of-way line of South Orange Avenue to the easterly right-of-way line of Osceola Avenue, and (ii) Butler's Drive from the easterly right-of-way line of South Orange Avenue to the westerly right-of-way line of Oak Place;

WHEREAS, this Interlocal Agreement is intended solely to address the transfer of the subject segments of East Pineloch Street and Butler's Drive from the County's road system to the City's city street system for purposes of operation and maintenance, and/or to act as an acknowledgment by the City of its jurisdiction and authority to operate and maintain such roads upon the effective date of this Interlocal Agreement;

WHEREAS, this Interlocal Agreement is not intended to apply and shall not be construed as applying to the subject of which party has jurisdiction to control traffic at intersections and along such roads (see Section 316.006, Florida Statutes); and

WHEREAS, this Interlocal Agreement is also not intended to apply and shall not be construed as applying to the subject of which law enforcement authority (the City's Police Department or the Orange County Sheriff's Office) 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. Jurisdiction of East Pineloch Street and Butler's Drive; Scope; Limitations.

A. The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the local roads known as (i) East Pineloch Street from the easterly right-of-way line of South Orange Avenue to the easterly right-of-way line of Osceola Avenue, and (ii) Butler's Drive from the easterly right-of-way line of South Orange Avenue to the westerly right-of-way line of Oak Place, all as more particularly described and shown in **Appendix "A" to Exhibit "A"** attached hereto ("East Pineloch Street and Butler's Drive").

B. The City's jurisdiction to operate and maintain East Pineloch Street and Butler's Drive means the authority and responsibility to maintain, control, repair, or improve such roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, or guide traffic on such roads, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such roads. East Pineloch Street and Butler's Drive are therefore deemed to be a part of the City's "city street system" for purposes of operation and maintenance. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts shall be in the City. Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Interlocal Agreement, the City shall have the same governmental, corporate, and proprietary powers with

relation to East Pineloch Street and Butler's Drive 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 any portions of East Pineloch Street and Butler's Drive that were heretofore dedicated and that the County heretofore accepted, the County hereby dedicates such portions to the City, and the City hereby accepts such dedication.

B. Deed. The County shall execute, record (at the City's expense) and deliver to the City a County deed in favor of the City substantially in the form attached hereto as **Exhibit "A"** for any portion of East Pineloch Street and Butler's Drive that the County holds, or may hold, in fee title, which portions are specifically described in the legal description and sketch of description attached to **Exhibit "A"** as **Appendix "A."**

C. Vesting of Title. Upon the recording of the County Deed and **Appendix "A"** thereto pursuant to subsection 3.B, title in East Pineloch Street and Butler's Drive shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

4. Annexation. Within six (6) months after the effective date of this Interlocal Agreement, the City shall undertake and complete all necessary or required proceedings and hearings to annex East Pineloch Street and Butler's Drive, or any portions thereof that have not been annexed prior to the effective date of this Interlocal Agreement.

5. Miscellaneous.

A. Validity. The County and the City 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. Furthermore, the County and the City each 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 each party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereby 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 and wording herein shall be construed equally against the parties.

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 intended 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 have no further effect.

G. Amendments. This Interlocal Agreement may be amended only by express written instrument approved by the Board of County Commissioners of the County and the City Council of the City, and executed by the authorized officers 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; or when sent by electronic mail, and addressed as follows:

If to the County: Director, Orange county Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839
Facsimile: (407) 836-7716

With a copy to: County Attorney
Orange County Administration Center
201 South Rosalind Avenue
Orlando, FL 32802
Facsimile: (407) 836-5888

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

With a copy to: City Attorney
City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Facsimile: (407) 246-2854

In all cases, a notice shall be deemed delivered to a party only upon delivery of the notice to the person or official 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below .

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs, Mayor

Date: _____, 2018

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

By: _____
Deputy Clerk

Printed name: _____

CITY OF ORLANDO, FLORIDA

By: City Council

By: _____

Buddy Dyer, Mayor

Attest: _____

Denise Aldridge, City Clerk

APPROVED BY THE CITY COUNCIL
AT A MEETING HELD

ON _____, 2018

UNDER AGENDA ITEM _____