

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Jurisdictional Transfer of County Roadway to the City of Sanford
Lowe Avenue (Hughey Street to State Road 417)

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: W. Gary Johnson **CONTACT:** JR Ball", P.E. **EXT.** 5669
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

Agenda Date <u>8-23-05</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION / RECOMMENDATION:

Approve and authorize the Chairman to execute an Agreement with the City of Sanford for the Jurisdictional Transfer of Lowe Avenue from Hughey Street north to State Road 417.

District 5 - Commissioner Carey (JR Ball", P.E.)

BACKGROUND:

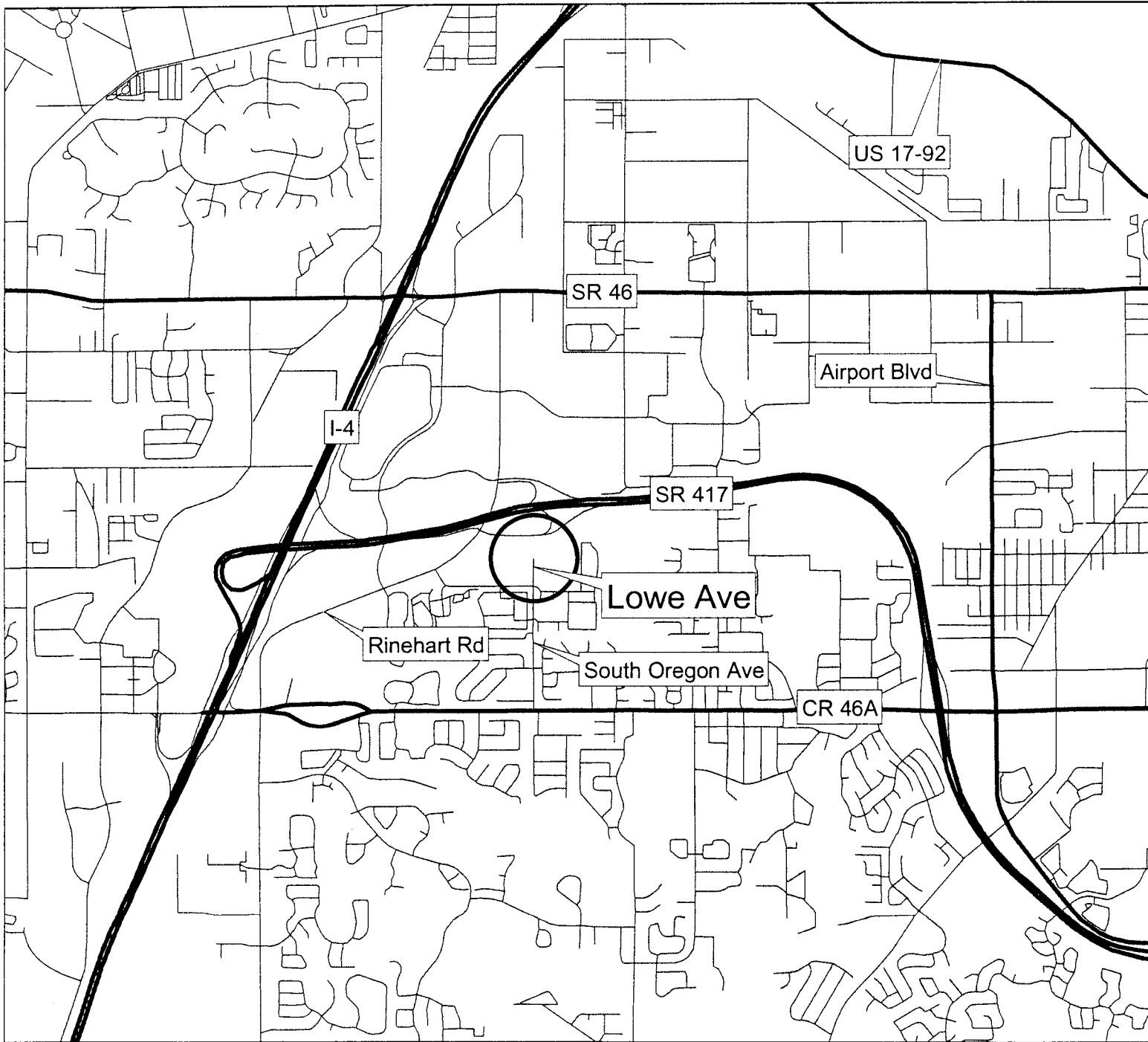
The City of Sanford has petitioned the County for jurisdictional transfer of Lowe Avenue, a County roadway, located within the City's incorporated area. Specifically, and as shown on Exhibit "A", the roadway is:

Lowe Avenue: Hughey Street, north to State Road 417 (990 ± Linear Feet)

County staff have reviewed the transfer documents and recommend approval.

Attachment: Location Map
Agreement

Reviewed by:	<u>SA</u>
Co Atty:	<u>SA</u>
DFS:	_____
Other:	_____
DCM:	<u>AS</u>
CM:	<u>ES</u>
File No.	<u>CPWE01</u>



US 17-92

SR 46

Airport Blvd

I-4

SR 417

Lowe Ave

Rinehart Rd

South Oregon Ave

CR 46A

**INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY AND THE CITY OF SANFORD
RELATING TO ROAD TRANSFERS**

THIS AGREEMENT, entered into this _____ day of _____, 2005, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, (hereafter referred to as the "COUNTY") and the CITY OF SANFORD, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771, (hereafter referred to as the "CITY").

WITNESSETH:

WHEREAS, the parties have the common power to construct and maintain roads within their geographical jurisdictions; and

WHEREAS, certain roads in the jurisdictional boundaries of the COUNTY road system are located within the boundaries of the CITY; and

WHEREAS, the COUNTY and the CITY are agreeable to transferring ownership, maintenance and functional responsibility of the roads hereafter specified; and

WHEREAS, the CITY and the COUNTY wish to advise the Florida Department of Transportation ("FDOT") of the transfers provided for herein by means of the COUNTY providing FDOT, District 5, with a certified copy of this Interlocal Agreement; and

WHEREAS, this Agreement is authorized pursuant to the provisions of *Chapters 125, 126, 163, and 166, Florida Statutes*, and by *Sections 335.0415 and 337.29, Florida Statutes*, and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the community health, safety and welfare and the public interest;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Purpose.

(a) The purpose of this Agreement is for the COUNTY to assign and transfer to the CITY ownership, jurisdiction over and full functional responsibility for that portion of Lowe Avenue lying between the north right-of-way line of Hughey Street and the south right-of-way line of State Road 417, all as shown on the attached Exhibit "A".

Section 3. Transfer of Responsibility. Upon the date this Agreement is executed by both parties, the CITY shall have ownership of, plenary authority over and full responsibility for the functional operation and maintenance of the road specified in Section 2 above. All of the COUNTY's rights, responsibilities, liabilities, duties and obligations as to the referenced road shall be transferred to and assumed by the CITY and the subject road shall be deemed a CITY street for all intents, purposes, and effects.

Section 4. Limitations of Agreement. It is not the intent of this Agreement to change the jurisdiction of the parties in any manner except as specifically provided herein. All other policies, rules, regulations and ordinances of the COUNTY and the CITY will continue to apply as to properties located within the jurisdiction boundaries of each party hereto. The maintenance of side roads, street name signs and stop signs are the responsibilities of the parties in whose jurisdiction such roads and signs are located, except as otherwise proved herein.

Section 5. Other Agreements. The parties agree to execute such instruments and documents as may be required to effectuate this Agreement.

Section 6. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the COUNTY, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY. Persons employed by the COUNTY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the CITY, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

Section 7. Indemnification. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

Section 8. Notices.

(a) Whenever either party desires to give notice to the other party, notice may be sent to:

For the COUNTY:

Gary Johnson, P.E., Public Works Director
520 West Lake Mary Boulevard
Reflections Plaza
Suite 200
Sanford, FL 32773

For the CITY:

City Manager
300 North Park
Sanford, Florida 32771

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 10. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 12. Public Records. The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of *Chapter 119, Florida Statutes*, which have been made or received in conjunction with this Agreement.

Section 13. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by *Chapter 112, Florida Statutes*.

Section 14. Effective Date. This Agreement shall take effect on the date that it is executed by both parties hereto.

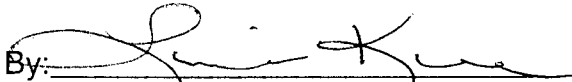
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:



JANET R. DOUGHERTY, Clerk

CITY OF SANFORD

By: 

LINDA KUHN, Mayor

Date: July 25, 2005

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

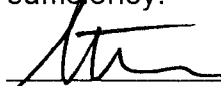
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____ 2005
regular meeting.



County Attorney

SPL
03/30/05
Exhibit "A" – Map

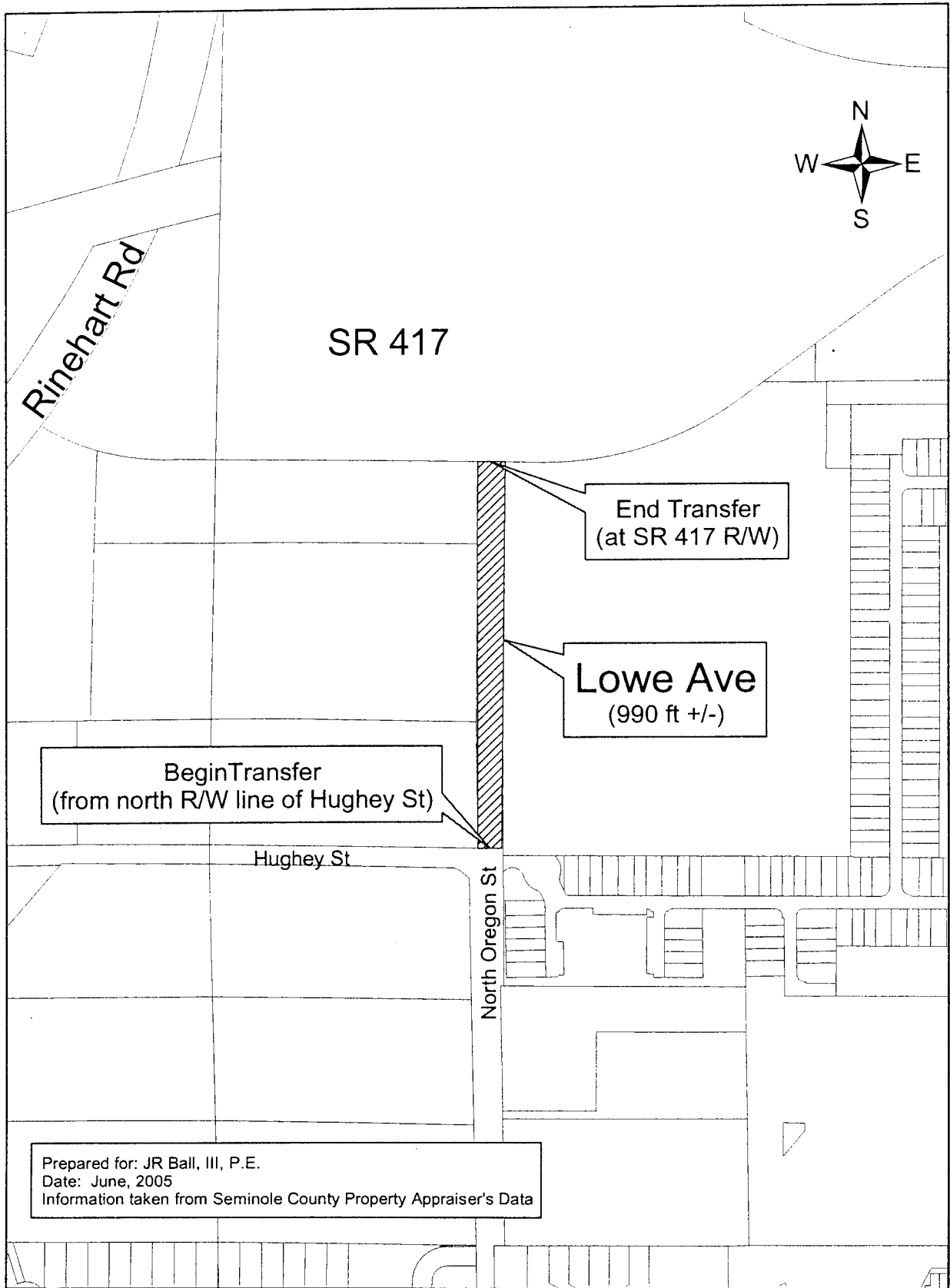


Exhibit "A"