

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement with the City of Oviedo Relating to a Portion of
Division Street, Lake Charm Drive and Palm Drive City of Oviedo

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

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

Agenda Date <u>10-28-03</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 the Seminole County and City of Oviedo Interlocal Agreement Relating to a Portion of Division Street, Lake Charm Drive and Palm Drive.

BACKGROUND:

The City of Oviedo has petitioned the County for jurisdictional transfer of three (3) local County roadways located within the City's incorporated area. Specifically, and as shown on the attachments, the three roadways are:

1. **Lake Charm Drive:** Artesia Avenue, north to Florida Avenue (2650 ± LF)
2. **Division Street:** Artesia Avenue, north to Florida Avenue (2650 ± LF)
3. **Palm Drive:** Jessamy Street, north to SR-434 (800 ± LF)

City Council has executed the attached agreements. Accordingly, we submit these documents for your approval and execution.

District 1 - Commissioner Maloy

Attachment: Interlocal Agreement

Reviewed by:
Co Atty: <u><i>[Signature]</i></u>
DFS: _____
Other: _____
DCM: <u><i>[Signature]</i></u>
CM: <u><i>[Signature]</i></u>
File No. <u>CPWE03</u>

**SEMINOLE COUNTY AND CITY OF OVIEDO
INTERLOCAL AGREEMENT RELATING TO A PORTION OF
DIVISION STREET, LAKE CHARM DRIVE AND PALM DRIVE**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2003, 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, hereinafter referred to as the "COUNTY", and the City OF OVIEDO, a Florida municipal corporation, whose address is City Hall, 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the COUNTY and the CITY desire to cooperate, as in the past, to coordinate providing quality transportation facilities in order to enhance the quality of life of the residents of Seminole County and Oviedo, Florida; and

WHEREAS, Jurisdictional transfers of public roads are governed by the provisions of Section 335.0415, Florida Statutes, and require the approval of the Secretary of the State of Florida Department of Transportation (FDOT); and

WHEREAS, the subject of this Interlocal Agreement is a portion of Division Street, from the North right-of-way line of Artesia Avenue to the south right-of-way line of Florida Avenue, (a depiction of the location is attached as Exhibit "A", Lake Charm Drive from Artesia Street to the south right-of-way line of Florida Avenue, (a depiction of which is attached as Exhibit "B"), and Palm Drive from the north limits of the Worthington subdivision to the south right-of-way line of SR 434, (a depiction of which is attached as Exhibit "C"); and

WHEREAS, a portion of Division Street and Palm Drive are presently unimproved roadways and right-of-ways; and

WHEREAS, Lake Charm Drive has been paved with a rural section; and

WHEREAS, the purpose of this Interlocal Agreement is to transfer all responsibilities over and jurisdiction of and for the above-referenced portion of Division Street, Lake Charm Drive, and Palm Drive, including, but not limited to, full operation and maintenance in accordance with Sections 337.29 and 335.0415, Florida Statutes; and

WHEREAS, the CITY and the COUNTY shall implement the transfer of jurisdiction of this portion of Division Street, Lake Charm Drive and Palm Drive, by execution of the Interlocal Transfers attached hereto as Exhibits "D", "E" and "F"; and

WHEREAS, as required by Section 335.0415, Florida Statutes, the CITY and the COUNTY shall advise and seek the approval of the Secretary of FDOT by means of the COUNTY providing FDOT District 5 with a certified copy of this Interlocal Agreement and seek FDOT approval under the Acknowledgment attached hereto as Exhibit "G", "H" and "I"; and

WHEREAS, this Interlocal Agreement provides a public benefit, furthers a public purpose, serves the public interest and is consistent with the provisions of the Chapters 125, 163 and 166, Florida Statutes, the Florida Transportation Code; the Seminole County Home Rule Charter, The Charter of the City of Oviedo, the comprehensive plans of both the parties and other applicable law;

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

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

Section 2. Assignment/Acceptance of the Designated Portion of Division Street, Lake Charm Drive and Palm Drive. By means of recording the documents attached hereto as Exhibits "D", "E" and "F", in the Official Land Records of the COUNTY, the COUNTY shall convey responsibility for and authority over that portion of Division Street, Lake Charm Drive and Palm Drive, as defined herein, to the CITY.

Section 3. Binding Effect. This Interlocal Agreement shall be binding upon and inure to the benefit of the parties hereto.

Section 4. Assignment. This Interlocal Agreement shall not be assigned by either party without the prior written approval of the other.

Section 5. Public Records. The parties shall allow public access to all documents, papers, letters or other materials which have been made or received by the parties in conjunction with this Interlocal Agreement, subject to the exceptions to public laws as set forth in the Florida Statutes and with records retention accomplished in accordance with State law.

Section 6. Records and Audits. The CITY and the COUNTY shall maintain in its place of business any and all books, documents, papers and other evidence pertaining to work performed in accordance with this Interlocal Agreement,. Such records shall be available at the CITY;s and the COUNTY's place of business at all reasonable times during the term of this Interlocal Agreement and for so long as such records are maintained.

Section 7. Notices

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

For the COUNTY: **County Manager**
Seminole County
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For the CITY: **V. Eugene Williford III, City Manager**
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. All notices shall be effective upon receipt.

Section 8. Responsibility for Designated Portion of Division Street, Lake Charm Drive and Palm Drive

(a) The City hereby agrees that, for all intents and purposes, the portion of Division Street, Lake Charm Drive, and Palm Drive, as defined herein, shall be a part of the CITY road system and that an

any and all damages, expenses, losses, claims, injuries, responsibilities and liabilities arising or resulting from or in connection with that portion of Division Street, Lake Charm Drive, and Palm Drive, as defined herein, shall be the responsibility of the City.

- (b) The CITY further acknowledges that the CITY shall bear any and all costs in any way relating to claims, disputes and litigation arising or resulting from that portion of Division Street, Lake Charm Drive, and any and all related matters. CITY employees shall not be deemed COUNTY employees for any reason or purpose, and CITY contractors shall not be deemed COUNTY contractors for any reason or purpose.

Section 9. Conflict of Interest. The COUNTY and the CITY agree that each will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Interlocal Agreement with the other party or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

Section 10. Term. This Interlocal Agreement shall become effective Upon execution by the COUNTY and the CITY, and operate perpetually unless terminated by mutual written agreement of the parties.

Section 11. Construction of Agreement. This Interlocal Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, the COUNTY and the CITY, have contributed substantially and materially to the preparation hereof.

Section 12. Counterparts. This Interlocal 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 13. Headings. All sections and descriptive headings in this Interlocal Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

Section 14. Time. Time is of the essence with respect to this Interlocal Agreement.

Section 15. Entire Agreement. This Interlocal Agreement and all of its Exhibits constitute the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement for the purposes herein stated on the date first above written.

ATTEST:

CITY OF OVIEDO


BARBARA J. BARBOUR, City Clerk
Approved as to form and
legal sufficiency.


V. EUGENE WILLIFORD, III
City Manager


Lonnie N. Groot, Esquire

ATTEST:

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

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board of
County Commissioners at their _____,
2003 regular meeting.



County Attorney

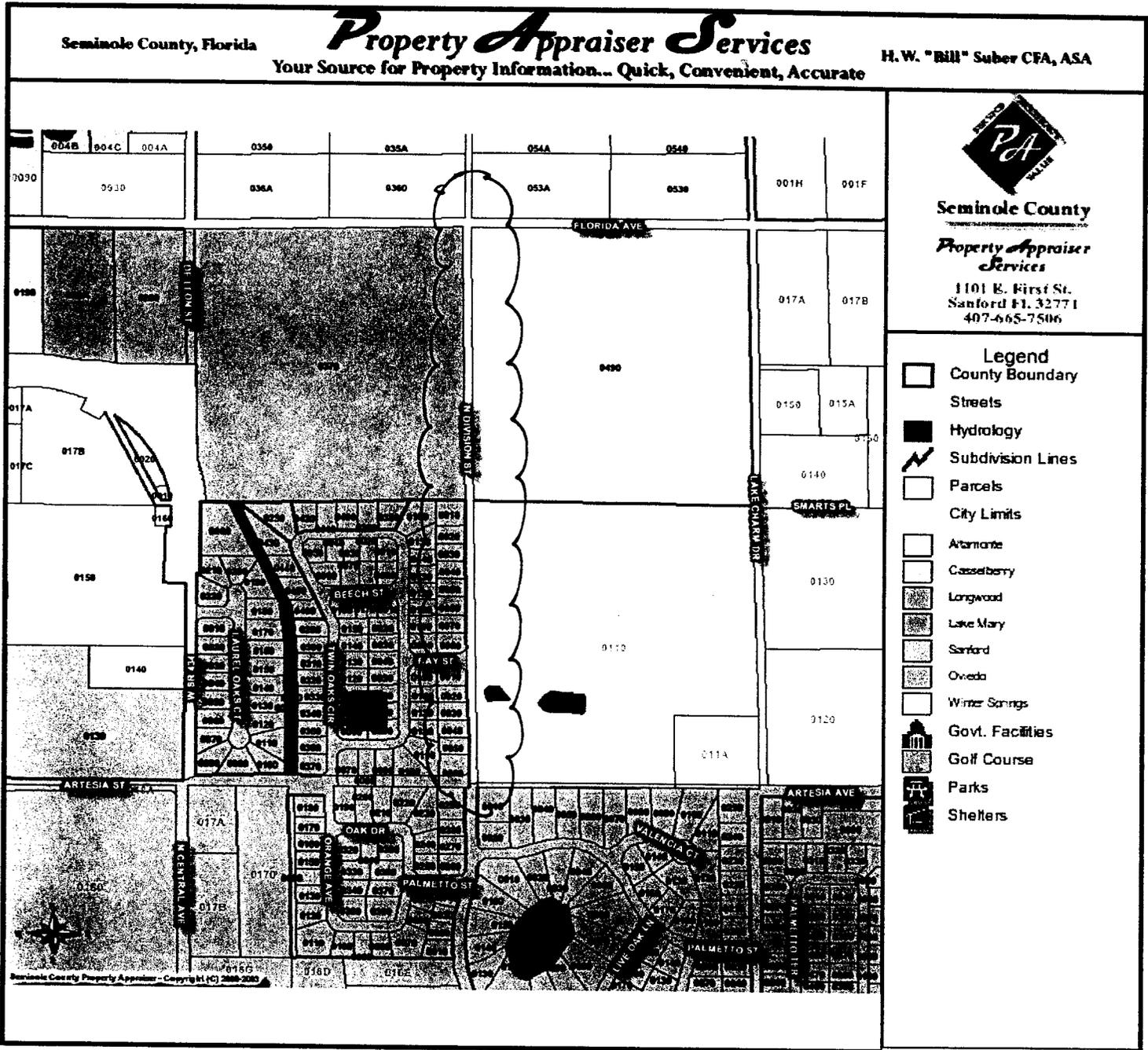


EXHIBIT 'B' LAKE CHARM DRIVE

FLORIDA

AVENUE

DIVISION ST.

LAKE CHARM DRIVE

APPROX. 2650'
TO BE TRANSFERRED



BAY

ST.

PALMETTO ST.

VALENCIA
CT.

ARTESIA AVE

MEADOWS

EXHIBIT 'C'

PALM DRIVE

S.R. 434

CASS AVE.



PINE ST. DR.

JESAMY ST. PALM

APPROX. 800'
TO BE TRANSFERRED

ARRINGTON CIR

WORTHINGTON

**ACKNOWLEDGEMENT OF INTERLOCAL TRANSFER
BY SEMINOLE COUNTY, FLORIDA
TO THE CITY OF OVIEDO
RELATING TO A PORTION OF DIVISION STREET**

THIS ACKNOWLEDGEMENT is made and entered into this _____ day of _____, 2003, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, whose address is 719 South Woodland Boulevard, Deland, Florida 32720, hereinafter referred to as the "FDOT"; the CITY OF OVIEDO, a Florida Municipal corporation, whose address is City Hall, 400 Alexandria Boulevard, Oviedo, FLORIDA 32765, hereinafter referred to as the "CITY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY."

WHEREAS, pursuant to the Interlocal Agreement dated _____, 2003, between the CITY and the COUNTY, a portion of Division Street was transferred by the COUNTY to the CITY; and

WHEREAS, the road which was transferred is an unimproved open, roadway presently utilized for limited transportation purposes including a non-graded "path" and intermittent side drainage swale;

WHEREAS, although the Interlocal Agreement does not operate to change the functional classification of the road transferred to the CITY, said Agreement in accordance with its terms is effective to transfer the responsibilities and jurisdiction for Division Street including, but not limited to, operation and maintenance of drains, ditches, embankments, slopes, and water storage areas pursuant to Sections 335.04 and 337.29, Florida Statutes; and

WHEREAS, the CITY and the COUNTY wish to advise FDOT of the transfer and obtain acknowledgement and acceptance of said transfer from FDOT; and

WHEREAS, this Acknowledgement is undertaken pursuant to Chapters 163, 166 and 125, Florida Statutes, and Sections 335.04 and 337.29, Florida Statutes; 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 do hereby agree as follows:

EXHIBIT D

1. The CITY and the COUNTY hereby advise FDOT that they have entered into an Interlocal Agreement dated _____, 2003, and attached hereto as Interlocal Agreement for the purposes stated therein. In addition, the CITY and the COUNTY advise FDOT that they have recorded an instrument of transfer in the Official Records of Seminole County, Florida, a copy of which is attached as Exhibit "A".

2. FDOT does hereby acknowledge and accept the transfer as described herein.

IN WITNESS WHEREOF, the lawful representative of the parties hereto have executed and affixed their official seals to this Agreement for the purposes herein expressed on the date and year first above written.

ATTEST:

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
MICHAEL SNYDER

Executive Secretary or Notary
Approve as to Form and Legality

District General Counsel

FISCAL

ATTEST:

CITY OF OVIEDO



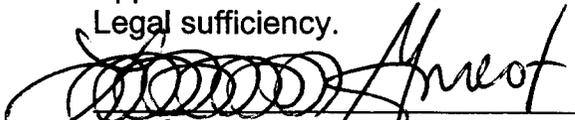
BARBARA J. BARBOUR, City Clerk

By: 

V. EUGENE WILLIFORD, III, City Manager

Date: 7/8/2003

Approved as to form and
Legal sufficiency.



City Attorney

ATTEST:

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

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
Seminole County only.
Approved as to form and
Legal sufficiency.

As authorized for execution by the
Board of County Commissioners at
their _____, 2003, regular
Meeting.



County Attorney

**ACKNOWLEDGEMENT OF INTERLOCAL TRANSFER
BY SEMINOLE COUNTY, FLORIDA
TO THE CITY OF OVIEDO
RELATING TO A PORTION OF LAKE CHARM DRIVE**

THIS ACKNOWLEDGEMENT is made and entered into this _____ day of _____, 2003, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, whose address is 719 South Woodland Boulevard, Deland, Florida 32720, hereinafter referred to as the "FDOT"; the CITY OF OVIEDO, a Florida Municipal corporation, whose address is City Hall, 400 Alexandria Boulevard, Oviedo, FLORIDA 32765, hereinafter referred to as the "CITY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY."

WHEREAS, pursuant to the Interlocal Agreement dated _____, 2003, between the CITY and the COUNTY, a portion of Lake Charm Drive was transferred by the COUNTY to the CITY; and

WHEREAS, the road which was transferred is an unimproved open, roadway presently utilized for limited transportation purposes including a non-graded "path" and intermittent side drainage swale;

WHEREAS, although the Interlocal Agreement does not operate to change the functional classification of the road transferred to the CITY, said Agreement in accordance with its terms is effective to transfer the responsibilities and jurisdiction for Division Street including, but not limited to, operation and maintenance of drains, ditches, embankments, slopes, and water storage areas pursuant to Sections 335.04 and 337.29, Florida Statutes; and

WHEREAS, the CITY and the COUNTY wish to advise FDOT of the transfer and obtain acknowledgement and acceptance of said transfer from FDOT; and

WHEREAS, this Acknowledgement is undertaken pursuant to Chapters 163, 166 and 125, Florida Statutes, and Sections 335.04 and 337.29, Florida Statutes; 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 do hereby agree as follows:

EXHIBIT E

1. The CITY and the COUNTY hereby advise FDOT that they have entered into an Interlocal Agreement dated _____, 2003, and attached hereto as Interlocal Agreement for the purposes stated therein. In addition, the CITY and the COUNTY advise FDOT that they have recorded an instrument of transfer in the Official Records of Seminole County, Florida, a copy of which is attached as Exhibit "A".

2. FDOT does hereby acknowledge and accept the transfer as described herein.

IN WITNESS WHEREOF, the lawful representative of the parties hereto have executed and affixed their official seals to this Agreement for the purposes herein expressed on the date and year first above written.

ATTEST:

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
MICHAEL SNYDER

Executive Secretary or Notary
Approve as to Form and Legality

District General Counsel

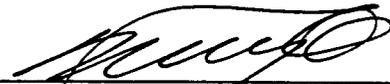
FISCAL

ATTEST:

CITY OF OVIEDO



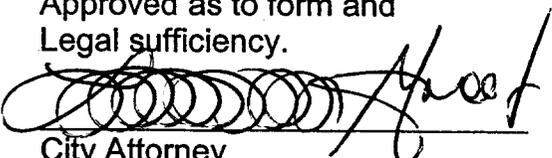
BARBARA J. BARBOUR, City Clerk

By: 

V. EUGENE WILLIFORD, III, City Manager

Date: 7/8/2007

Approved as to form and
Legal sufficiency.



City Attorney

ATTEST:

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

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
Seminole County only.
Approved as to form and
Legal sufficiency.

As authorized for execution by the
Board of County Commissioners at
their _____, 2003, regular
Meeting.



County Attorney

**ACKNOWLEDGEMENT OF INTERLOCAL TRANSFER
BY SEMINOLE COUNTY, FLORIDA
TO THE CITY OF OVIEDO
RELATING TO A PORTION OF PALM DRIVE**

THIS ACKNOWLEDGEMENT is made and entered into this _____ day of _____, 2003, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, whose address is 719 South Woodland Boulevard, Deland, Florida 32720, hereinafter referred to as the "FDOT"; the CITY OF OVIEDO, a Florida Municipal corporation, whose address is City Hall, 400 Alexandria Boulevard, Oviedo, FLORIDA 32765, hereinafter referred to as the "CITY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY."

WHEREAS, pursuant to the Interlocal Agreement dated _____, 2003, between the CITY and the COUNTY, a portion of Palm Drive was transferred by the COUNTY to the CITY; and

WHEREAS, the road which was transferred is an unimproved open, roadway presently utilized for limited transportation purposes including a non-graded "path" and intermittent side drainage swale;

WHEREAS, although the Interlocal Agreement does not operate to change the functional classification of the road transferred to the CITY, said Agreement in accordance with its terms is effective to transfer the responsibilities and jurisdiction for Division Street including, but not limited to, operation and maintenance of drains, ditches, embankments, slopes, and water storage areas pursuant to Sections 335.04 and 337.29, Florida Statutes; and

WHEREAS, the CITY and the COUNTY wish to advise FDOT of the transfer and obtain acknowledgement and acceptance of said transfer from FDOT; and

WHEREAS, this Acknowledgement is undertaken pursuant to Chapters 163, 166 and 125, Florida Statutes, and Sections 335.04 and 337.29, Florida Statutes; 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 do hereby agree as follows:

EXHIBIT F

1. The CITY and the COUNTY hereby advise FDOT that they have entered into an Interlocal Agreement dated _____, 2003, and attached hereto as Interlocal Agreement for the purposes stated therein. In addition, the CITY and the COUNTY advise FDOT that they have recorded an instrument of transfer in the Official Records of Seminole County, Florida, a copy of which is attached as Exhibit "A".

2. FDOT does hereby acknowledge and accept the transfer as described herein.

IN WITNESS WHEREOF, the lawful representative of the parties hereto have executed and affixed their official seals to this Agreement for the purposes herein expressed on the date and year first above written.

ATTEST:

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
MICHAEL SNYDER

Executive Secretary or Notary
Approve as to Form and Legality

District General Counsel

FISCAL

ATTEST:

CITY OF OVIEDO



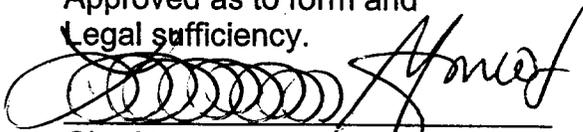
BARBARA J. BARBOUR, City Clerk

By: 

V. EUGENE WILLIFORD, III, City Manager

Date: 7/8/2003

Approved as to form and
Legal sufficiency.



City Attorney

ATTEST:

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

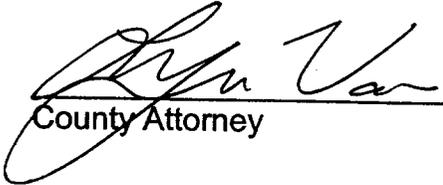
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
Seminole County only.
Approved as to form and
Legal sufficiency.

As authorized for execution by the
Board of County Commissioners at
their _____, 2003, regular
Meeting.



County Attorney