

THIS INSTRUMENT PREPARED BY:  
DAVID G. SHIELDS  
DEPUTY COUNTY ATTORNEY  
FOR PUBLIC WORKS AND  
ENVIRONMENTAL SERVICES  
1101 EAST 1ST STREET  
SANFORD, FL 32771  
(407) 665-7238

**INTERLOCAL AGREEMENT BETWEEN  
SEMINOLE COUNTY AND THE CITY OF SANFORD  
RELATING TO JURISDICTIONAL ROAD TRANSFER  
OF A PORTION OF 5<sup>TH</sup> STREET**

**THIS AGREEMENT** is entered into by and between SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY,” and **CITY OF SANFORD** a municipal corporation, whose address is 300 North Park Ave., Sanford, Florida 32771, in this Agreement referred to as “CITY.”

**W I T N E S S E T H:**

**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 COUNTY's road system are located within the boundaries of CITY; and

**WHEREAS**, COUNTY and CITY are agreeable to transferring ownership, maintenance, and functional responsibility of the road specified in this Agreement; and

**WHEREAS**, CITY and COUNTY wish to advise the Florida Department of Transportation (“FDOT”) of the transfer pursuant to this Agreement by means of 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, 163, and 166, Florida Statutes (2022), and by Sections 335.0415 and 337.29, Florida Statutes (2022), and other applicable law; and

**WHEREAS**, the parties have determined this Agreement is in furtherance of the community health, safety, and welfare and the public interest.

**NOW THEREFORE**, for and in consideration of the promises, mutual covenants, and agreements contained in this Agreement by and between parties and for the mutual benefit of COUNTY and CITY and their respective citizens, 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.** The purpose of this Agreement is for COUNTY to assign and transfer to CITY ownership of, jurisdiction over, and full functional responsibility for a portion of a portion of 5<sup>th</sup> Street running from the intersection with South White Cedar Road to the end of COUNTY maintenance approximately 600 feet east (between Aero Lane and South White Cedar Road) as depicted on the attached Exhibit A.

**Section 3. Transfer of Responsibility/Ownership.** Upon the date this Agreement is executed by both parties, CITY has ownership of, plenary authority over, and full responsibility for the functional operation and maintenance of the road specified in Section 2 above. All of COUNTY's rights, responsibilities, liabilities, duties, and obligations as to this road including, but not limited to appurtenant stormwater and drainage facilities, are hereby transferred to and assumed by CITY and the subject road constitutes 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 in this Agreement. All other policies, rules, regulations, and ordinances of COUNTY and CITY will continue to apply as to properties respectively located within the jurisdictional boundaries of COUNTY and CITY. The maintenance of side roads, street name signs, and stop signs is the responsibility of the party that has jurisdiction for such roads and signs, except as otherwise provided in this Agreement or other agreements between the parties.

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

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

**Section 7. Indemnification.** Each party to this Agreement, its officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employees, or agents arising from or related to this Agreement, except as otherwise provided by this or any other agreement between the parties.

**Section 8. Notices.**

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

**For COUNTY:**

Director, Public Works Department  
200 West County Home Road  
Sanford, FL 32773

**For CITY:**

Norton N. Bonaparte, Jr., ICMA-CM  
City Manager  
City of Sanford City Hall  
300 North Park Avenue  
Sanford, Florida 32771

(b) Either of parties may change, by written notice as provided in this Section, the addresses or persons for receipt of notices. Each such notice will 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, if mailed, or on the date of delivery by overnight delivery services as evidenced by a service receipt, as the case may be.

**Section 9. Recording.** CITY shall record this Agreement in the Public Records of Seminole County, Florida, and is responsible for all fees associated with this recording.

**Section 10. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

**Section 11. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, 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 with this Agreement and executed by the parties to this Agreement. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

**Section 12. Binding Effect.** This Agreement is binding upon and inures to the benefit of the successors in interest, transferees, and assigns of the parties.

**Section 13. 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 (2022), as this statute may be amended from time to time, which have been made or received in conjunction with this Agreement.



**Section 14. Conflict of Interest.** Both parties agree that they shall 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 (2022), as this statute may be amended from time to time.

**Section 15. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement

**Section 16. Effective Date.** The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.



ATTEST:

*Cathy Lotempio*

TRACI HOUGHIN, City Clerk

*Cathy Lotempio, Deputy City Clerk*

By: \_\_\_\_\_

*Art Woodruff*

ART WOODRUFF, Mayor

Date: \_\_\_\_\_

*4-24-23*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_

AMY LOCKHART, Chairman



Date \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2023, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

DGS/dsk/sfa

09/07/2022, 04/11/2023

Attachment:

Exhibit A – Map

T:\Users\Legal Secretary CSB\Public Works\Agreements\2022\ILA City of Sanford (5th Street Portion) rev1.docx

