

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF OVIEDO FOR THE PROVISION OF STREETLIGHTING ALONG COUNTY ROAD 419 FROM CENTRAL AVENUE (STATE ROAD 434) TO ADELINE B. TINSLEY WAY.**

**THIS INTERLOCAL AGREEMENT** is made and entered into 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 “**COUNTY**”), and the **CITY OF OVIEDO** a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765 (the “**CITY**”).

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

**WHEREAS**, the **COUNTY** and the **CITY** were parties to the State Road 426/County Road 419 Phase 2 Widening project (Project) between Seminole County, the Florida Department of Transportation and the City of Oviedo; and

**WHEREAS**, the County Road 419 Widening Portion of the Project from State Road 426 to Adeline B Tinsley Way included the construction of fifty-nine (59) Streetlights in the **COUNTY** right-of-way as identified in Exhibit A; and

**WHEREAS**, the streetlights constructed in the **COUNTY** right-of-way and owned by the County are connected to a Duke Energy power meter that is assigned to the **CITY**; and

**WHEREAS**, the **COUNTY** intends to reimburse the **CITY** for the annual cost of power for the County streetlights; and

**WHEREAS**, a table documenting the method of calculation of the reimbursement amount on a monthly basis is provided in Exhibit B; and

**WHEREAS**, this Agreement serves a public purpose and is entered into pursuant to Chapter 125, 163, 166, Florida Statutes, and other applicable law.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2. Term.** This Agreement shall become effective on the date it is fully executed by both parties (the “Effective Date”) and shall remain in effect through September 30, 2036. This Agreement will be automatically extended for successive ten (10) year periods unless one party provides notice of termination to the other at least one (1) year before the end of the respective term.

**Section 3. COUNTY Responsibilities.**

(a) Upon annual invoice by CITY to COUNTY, COUNTY shall reimburse CITY for the annual cost of power for the County streetlights shown in Exhibit A.

(b) COUNTY shall make payments of the invoice, unless objected to by COUNTY, within thirty (30) calendar days of receipt.

**Section 4. CITY’s Responsibilities.**

(a) CITY shall invoice COUNTY for reimbursement for the annual cost of power for the County streetlights shown in Exhibit A, utilizing the method of calculation of the reimbursement amount provided in Exhibit B.

(b) The first reimbursement invoice shall cover the period running from December 17, 2025 through September 30, 2026. Subsequent annual reimbursement invoices shall cover a one-year period running from October 1.

(c) Upon request by COUNTY, CITY shall provide copies of all power company invoices for the previous year from CITY power meter energizing COUNTY streetlights for review of COUNTY’s pro-rata share of billing.

(d) CITY shall cooperate with COUNTY in the review of any matters relating to the streetlight reimbursement.

**Section 5. Disbursement of Funds by COUNTY.**

(a) The total financial obligation of COUNTY under this Agreement is limited to reimbursement for legitimate and documented expenses consistent with the terms of this Agreement.

**Section 6. Audits and Records.** Both parties shall maintain all financial records and documents relating to this Agreement in accordance with Chapters 119 and Chapter 218, Florida Statutes (2025).

**Section 7. Public Records Law.** The parties acknowledge the obligations set forth in Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, to release public records to members of the public upon request. The parties further acknowledge that Chapter 119, controls the handling of the materials created under this Agreement, and shall control over the terms of this Agreement.

**Section 8. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice and may be sent by electronic mail (to the email address provided below) or by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place and email address for giving notice will remain effective until changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places and email addresses for giving notice:

**For COUNTY:**

Tawny H. Olore, P.E., Director of Public Works  
Public Works Department

100 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

Email Address: TOlore@seminolecountyfl.gov

**For CITY OF OVIEDO:**  
Bryan Cobb, City Manager  
400 Alexandria Blvd.  
Oviedo, Florida 32765

Email Address: Bcobb@cityofoviedo.net

**Section 9. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 10. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 11. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action arising under this Agreement will be in the courts of Seminole County, Florida.

**Section 12. Severability.** If a provision of this Agreement or the application thereof to any party or circumstance is held invalid, it is the intent of the parties that such invalidity shall not

affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are declared severable.

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

ATTEST:

CITY OF OVIEDO

\_\_\_\_\_  
ELIANNE RIVERA, City Clerk

By: \_\_\_\_\_  
MEGAN SLADEK, Mayor

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

Approved as to form and legal sufficiency.

\_\_\_\_\_  
WADE VOSE, City Attorney

BOARD OF COUNTY COMMISSIONERS

ATTEST:

SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

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

For the use and reliance of Seminole County only.

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

Approved as to form and legal sufficiency.

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

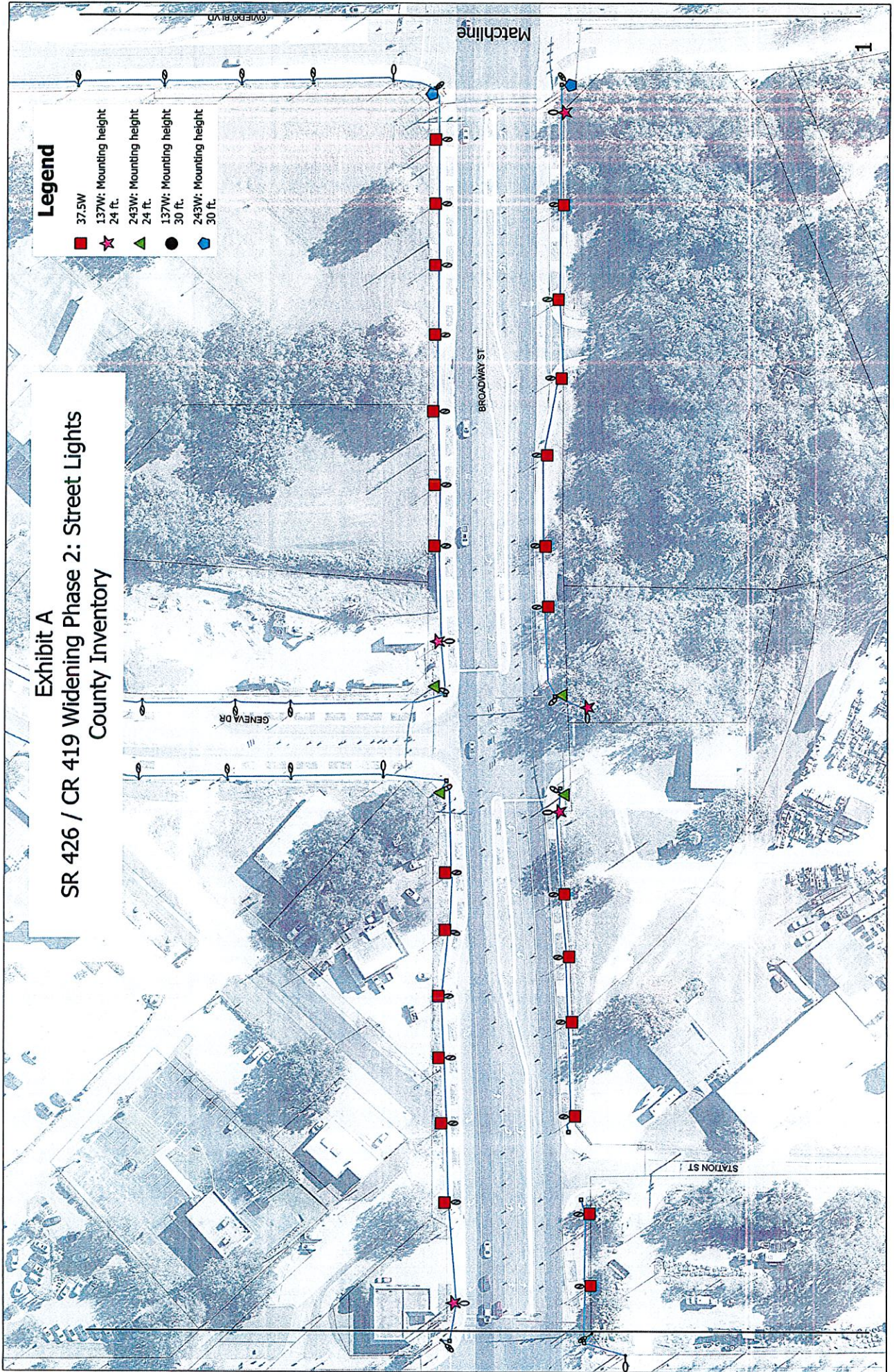
**Attachment:**

- **Exhibit A** - County Road 419 County Streetlight Inventory
- **Exhibit B** - Table documenting method of calculation of reimbursement amount on monthly basis.

Exhibit A  
SR 426 / CR 419 Widening Phase 2: Street Lights  
County Inventory

**Legend**

- 37.5W
- ★ 137W: Mounting height 24 ft.
- ▲ 243W: Mounting height 24 ft.
- 137W: Mounting height 30 ft.
- 243W: Mounting height 30 ft.



**Exhibit A**  
**SR 426 / CR 419 Widening Phase 2: Street Lights**  
**County Inventory**

**Legend**

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- ▲ 243W: Mounting height 24 ft.
- 137W: Mounting height 30 ft.
- 243W: Mounting height 30 ft.

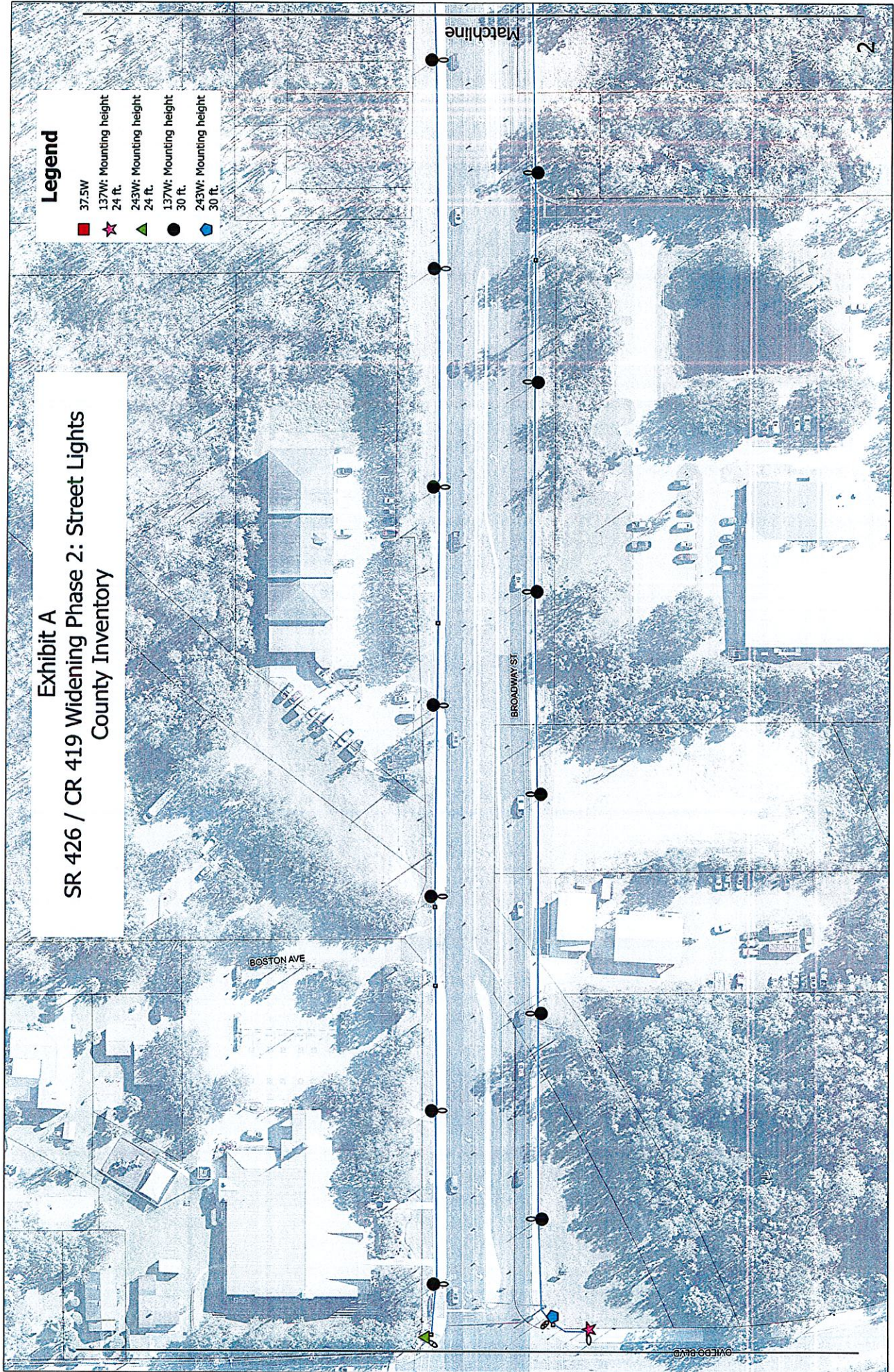


Exhibit A  
SR 426 / CR 419 Widening Phase 2: Street Lights  
County Inventory

Legend

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- 243W: Mounting height 24 ft.
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**Exhibit B**  
**SR 426/CR 419 E. BROADWAY-LIGHT USAGE COST**

Light Fixture	QTY	Device Wattage (W)	Usage (hrs/day)	Wait-hour per Day (Wh)	Kilowatts kW	Daily Usage (kWh)	Monthly <sup>1</sup> Usage (kWh-month)	Energy Charge \$0.0537x(kWh)	Fuel Charge \$0.03925x(kWh)	Asset Securitization Charge \$0.00181x(kWh)	Total
Philips Lumec Dos Series 37.5W	25	37.5	12	11250	1000	11.25	337.50	\$ 18.12	\$ 13.25	\$ 0.61	
Philips Lumec RFL 137W: Mounting Height 24 ft	6	137	12	9864	1000	9.864	295.92	\$ 15.89	\$ 11.61	\$ 0.54	
Philips Lumec RFL 243W: Mounting Height 24 ft	5	243	12	14580	1000	14.58	437.40	\$ 23.49	\$ 17.17	\$ 0.79	
Philips Lumec RFL 137W: Mounting Height 30 ft	20	137	12	32880	1000	32.88	986.4	\$ 52.97	\$ 38.72	\$ 1.79	
Philips Lumec RFL 243W: Mounting Height 30 ft	3	243	12	8748	1000	8.748	262.44	\$ 14.09	\$ 10.30	\$ 0.48	
					<b>Subtotal</b>		<b>2319.66</b>	<b>\$ 124.57</b>	<b>\$ 91.05</b>	<b>\$ 4.20</b>	<b>\$ 219.81</b>
Regulatory Assessment Fee (2.5663% of bill)											\$ 5.64
Gross Receipts Tax (0.0871% of bill)											\$ 0.19
<b>Total</b>											<b>\$ 225.64</b>
<b>Estimated Yearly Total<sup>2</sup></b>											<b>\$ 2,707.72</b>

Notes:  
 1) Monthly usage based on a 30-day cycle.  
 2) Estimated Yearly total is based on a 12-month 30-day cycle.

Lights Type	Sheet			Total
	1	2	3	
37.5W	25	0	0	25
137 W (24ft)	5	1	0	6
243 W (24ft)	4	1	0	5
137 W (30ft)	0	13	7	20
243 W (30ft)	2	1	0	3
	<b>36</b>	<b>16</b>	<b>7</b>	<b>59</b>

\*Table indicates location of light type relative to map.