

THIS INSTRUMENT SHOULD BE RETURNED TO  
Susan Bone  
City Clerk  
City of Apopka  
120 East Main Street  
Apopka, Florida 32703

**INTERLOCAL AGREEMENT REGARDING TRANSFER OF JURISDICTION  
OF A PORTION OF BINION ROAD WITHIN ORANGE COUNTY ROAD SYSTEM**

**THIS INTERLOCAL AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Agreement”), by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (“County”) and the CITY OF APOPKA, FLORIDA, a municipal corporation of the State of Florida (“City”) for the purpose of transferring the jurisdiction of a portion of Binion Road within the Orange County Road System.

**RECITALS**

**WHEREAS**, the County and City have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements;

**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 a portion of the County road known as Binion Road from the southern edge of the intersection of Hayden Valley Street and Binion Road to the northern edge of the intersection of Areca Palm Drive and Binion Road, more particularly described in Exhibit A (“Road Segment”);

**WHEREAS**, City is willing to take on such ownership and responsibility of the Road Segment despite portions of the Road Segment requiring stormwater renovations which otherwise would not be the responsibility of the City; and

**WHEREAS**, this Agreement is intended solely to address the transfer of the Road Segment from the County's road system to the City's city street system for purposes of ownership, operation and maintenance, and to act as an acknowledgment by the City of its jurisdiction, ownership, and authority to operate and maintain such roads upon the effective date of this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Recitals*. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. *Transfer of Jurisdiction of Road Segment*. In accordance with Section 335.0415(3), Florida Statutes, County and City hereby agree to the permanent transfer of ownership, control, and roadway maintenance responsibilities from the County to the City of the Road Segment. County shall provide all documents and drawings concerning the road drainage and right-of-way, to the extent such documents are in County's possession. City's jurisdiction to operate and maintain Road Segment 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. The Road Segment is 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 City. Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Agreement, City shall have the same governmental, corporate, and proprietary powers with relation to Road Segment that City has with relation to other public roads and rights-of-way within its jurisdiction.

3. *Dedication and Acceptance; Deed; Vesting of Title.* For any right-of-way for the Road Segment that is or may be in possession of County by dedication, including right-of-way associated with drainage, County hereby dedicates to City, and City hereby accepts such right-of-way. For any right-of-way for the Road Segment that is or may be held in fee title by County, including right-of-way associated with drainage, County shall execute and deliver a County Deed in favor of the City substantially in the form attached hereto as Exhibit “B,” for any portion of Binion Road from the southern edge of the intersection of Hayden Valley Street and Binion Road to the northern edge of the intersection of Areca Palm Drive that the County holds, or may hold, fee title or a property interest, as specifically described in the legal description and map attached to Exhibit “B” as Appendix “A,” within thirty (30) days of execution of this Agreement. Within fifteen (15) days of receipt thereof, City shall accept the deed and right-of-way by recording the deeds in the Official Records of Orange County at City’s expense.

4. *Miscellaneous.*

4.1 Amendments. This 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.

4.2 Validity. County and City each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. County and City each hereby represents, warrants, and covenants to and with the other that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and that this Agreement constitutes a legal, valid, and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other parties hereto).

- 4.3 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.
- 4.4 Headings. The headings and captions of paragraphs or subparagraphs used in this Agreement are for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction or interpretation of this Agreement.
- 4.5 Severability. The provisions of this Agreement are declared by the parties to be severable only to the extent the remaining provisions can effectuate the purpose and intent of the parties.
- 4.6 Governing Law; Venue; Attorneys' Fees and Costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida. In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, each party shall bear its own attorneys' fees and costs at both the trial and appellate levels.
- 4.7 Entire Agreement. This 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 of no further effect.
- 4.8 Counterparts. This 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.
- 4.9 Notices. Any notice required to be given or otherwise given by one party to the other party shall be in writing. Notice shall be deemed delivered when given by hand delivery; notice

shall be deemed delivered five (5) days after being deposited in the United State Mail, postage prepaid, certified, or registered; notice shall be deemed delivered the next business day after being dropped with a recognized overnight mail or courier delivery service; notices shall be deemed delivered the next business day when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. Notices shall be addressed as follows:

IF TO COUNTY: Director, Orange County Public Works Department  
4200 South John Young Parkway  
Orlando, Florida 32839  
Facsimile: 407.836.7716

WITH COPY TO: County Attorney  
Orange County Administration Center  
201 South Rosalind Avenue  
Orlando, Florida 32801  
Facsimile: 407.836.5888

IF TO CITY: Transportation Coordinator  
City of Apopka  
120 East Main Street  
Apopka, Florida 32703  
Facsimile: 407.703.1791

WITH COPY TO: City Attorney  
City of Apopka  
120 East Main Street  
Apopka, Florida 32703  
Facsimile: 407.703.1793

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons 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 subparagraph.

5. *Effective Date.* This 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 hereto have executed this Agreement as of the day and year indicated below.

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

**ORANGE COUNTY, FLORIDA**, a political  
subdivision of the State of Florida,

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Jerry L. Demings, Mayor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

ATTEST:

**CITY OF AOPKA, FLORIDA**, a municipal  
corporation of the State of Florida,

\_\_\_\_\_  
Susan Bone, City Clerk

\_\_\_\_\_  
Bryan Nelson, Mayor

\_\_\_\_\_  
Date