



**Interoffice Memorandum**

January 16, 2020

**AGENDA ITEM**

TO: Mayor Jerry L. Demings  
-AND-  
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director *Lonnie C. Bell*  
Community and Family Services Department

FROM: Matt Suedmeyer, Manager  
Parks and Recreation Division  
**(407) 836-6202**

SUBJECT: **Consent Agenda Item – January 28, 2020**  
Interlocal Agreement between Orange County, FL and the  
Town of Oakland, FL

The Town of Oakland desires to maintain a two-block area in the downtown area between Daniels Street and Tubb Street along the West Orange Trail. This is the area where the Town of Oakland maintains the existing historical museum and would like to upgrade the level of service and keep the area maintained at their cost. The County will retain the long-term improvements and maintenance of the actual 14-foot wide asphalt trail. The Town shall indemnify and hold harmless the County and also retain insurance for any maintenance conducted. The agreement shall become effective the last date it has been fully executed by both parties.

**ACTION REQUESTED: Approval and execution of Interlocal Agreement between Orange County, Florida and Town of Oakland, Florida regarding maintenance obligations on a portion of the West Orange Trail located in the Town of Oakland.**

MS/gw:jam

Attachment

c: Randy Singh, Deputy County Administrator  
Regina Ramos, Project Manager, Parks and Recreation Division

---

# INTERLOCAL AGREEMENT

between

**ORANGE COUNTY, FLORIDA**

and

**TOWN OF OAKLAND, FLORIDA**

regarding

**MAINTENANCE OBLIGATIONS ON A PORTION OF  
THE WEST ORANGE TRAIL LOCATED IN  
THE TOWN OF OAKLAND**

---

Approved by the Orange County  
Board of County Commissioners  
JAN 28 2020, 2020

Approved by the Town of Oakland  
Town Commission  
December 17, 2019

**INTERLOCAL AGREEMENT**  
between  
**ORANGE COUNTY, FLORIDA**  
and  
**TOWN OF OAKLAND, FLORIDA**  
regarding  
**MAINTENANCE OBLIGATIONS ON A PORTION**  
**OF THE WEST ORANGE TRAIL LOCATED IN**  
**THE TOWN OF OAKLAND**

THIS INTERLOCAL AGREEMENT is made and entered into by and between Orange County, Florida, a charter county and political subdivision of the state of Florida (the “County”), and the Town of Oakland, Florida, a municipal corporation created and existing under the laws of the State of Florida (the “Town”).

**RECITALS**

**WHEREAS**, the County is the owner of the Recreational Trail Easement recorded in the Official Records of Orange County at Book 4811, Page 977 (“Easement”), that encumbers property owned by the Town; and

**WHEREAS**, the Easement’s purpose was to allow the County to construct and maintain a multipurpose recreational trail and associated facilities known as the “West Orange Trail” (“Trail”) for the benefit of the residents of, and visitors to, Orange County; and

**WHEREAS**, the Easement requires the County to maintain the Trail and the associated property encumbered by the Easement; and

**WHEREAS**, the Town desires to assume maintenance responsibility for a certain portion of the Trail that traverses through the Town; and

**WHEREAS**, pursuant to the parties’ home-rule powers, the County and the Town desire to enter into an interlocal agreement to set forth the terms and conditions under which the Town shall assume maintenance responsibilities for an approximate two-block portion of the Trail, more particularly depicted and legally described herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Recitals** – The foregoing recitals are true and correct and are incorporated herein by this reference.

## **Section 2. Town Maintenance of Trail Segment**

- A. Notwithstanding the County's maintenance responsibility under the Easement, the Town shall, at its sole cost and expense, maintain that segment of the Trail depicted and legally described on Exhibits "A" and "B," attached hereto and incorporated herein by this reference (the "Trail Segment"). Such Trail Segment, as defined herein, shall include the two paved roundabouts located therein and the associated landscaping beds. The Town shall maintain, landscape, and irrigate the Trail Segment and all improvements thereon in a safe and clean manner consistent with County standards.
- B. In the event County determines that the Town has failed to maintain, landscape, or irrigate the Trail Segment to the County's standards and consistent with the surrounding portions of the Trail, the County shall have the right to enter upon the Trail Segment and perform such maintenance, landscaping, or irrigation as it deems necessary to meet County standards. The County's exercise of its right to maintain, landscape, or irrigate the Trail Segment shall not absolve the Town of its obligations hereunder.

## **Section 3. Public Recreational Access to Trail Segments**

The Town shall keep the Trail Segment open to the public and non-motorized, recreational traffic at all times consistent with the adjoining portions of the Trail. Except in cases of emergency, the Town shall only be permitted to close the Trail Segment upon ten days prior written notice to County, and only for such time as is necessary to perform maintenance or capital improvements upon the Trail Segment. Additionally, upon ten days prior written notice to the County, the Town may close the Trail Segment for Town events for the length of the event, and shall provide an alternative Trail route during the course of the event.

**Section 4. Indemnification.** To the extent permitted by law, the Town shall defend, indemnify and hold harmless the County, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including reasonable attorney's fees prior to and upon appeal) of any kind or nature whatsoever arising out of or caused by the

Town's maintenance of, or failure to maintain, the Trail Segment or the Town's traffic regulation, maintenance or enforcement on or about the Trail Segment.

**Section 5. Insurance.**

- A. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Town acknowledges that it maintains commercial insurance or is self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes.
- B. The Town agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statutes, Chapter 440.
- C. Upon request, the Town shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.
- D. The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Town of its liability and obligations under this Agreement.
- E. The Town shall require all contractors performing work within the County right-of-way or easement areas to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies.

**Section 6. Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a party hereto. Nothing in this agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors and assigns.

**Section 7. Expenses.** The Town shall be solely responsible for any and all costs to maintain, landscape, and irrigate the Trail Segment up to the edge of the Trail's paved edge, but not including the paved Trail itself. Such responsibility shall include, but not be limited to, mowing, general landscape maintenance, irrigation, and branding/wayfinding signage. The County shall be solely responsible for any and all costs to maintain the paved fourteen-foot wide Trail itself located within the Trail Segment, and any appurtenances (such as traffic signs) related to the paved section of the Trail.

**Section 8. Special Clauses.**

- A. This Agreement shall become effective on the last date it has been fully executed by both parties hereto.
- B. The obligations of this Agreement shall survive the conveyance of lands or interests in lands which are subject of this Agreement and shall be binding on any successors in interest.
- C. Neither party may assign its rights hereunder, or as hereinafter granted, pursuant to the provisions hereof, in whole or part, without the prior written consent of the other party.

**Section 9. Entire Agreement.** This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, undertakings, representations and statements, oral or written are merged into this Agreement. No amendment, modification or other change in this Agreement shall be binding upon the parties unless in writing and executed by both the parties.

**Section 10. Notice.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or

to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

- As to County:** Orange County Administrator  
201 South Rosalind Avenue, Fifth Floor  
P.O. Box 1393  
Orlando, Florida 32802  
Attn: County Administrator  
Phone: (407) 836-7370  
Fax: (407) 836-7399
- Copy to:** Orange County Parks and Recreation Division  
4801 West Colonial Drive  
Orlando, Florida 32808  
Attn: Matt Suedmeyer, Manager  
Phone: (407) 836-6200  
Fax: (407) 836-6210
- As to Town:** Elise Hui  
Town Clerk  
Town of Oakland  
220 North Tubb Street  
Oakland, Florida 34760-0098  
Phone: (407) 656-1117 Ext. 2110  
Fax: (407) 656-2940
- Copy to:** Stephen Koontz  
Town Manager  
Town of Oakland  
220 North Tubb Street  
Oakland, Florida 34760-0098  
Phone: (407) 656-1117 Ext. 2102  
Fax: (407) 656-2940

**Section 11. Severability.** If any provisions of this Agreement are held to be illegal or invalid, the other provisions of this Agreement shall remain in full force and effect so long as each party substantially gets the consideration contemplated herein.

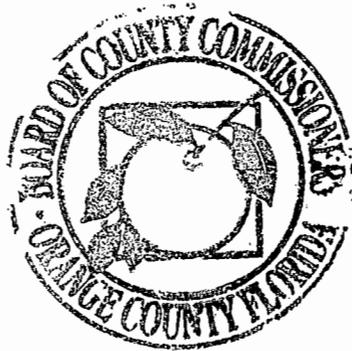
**Section 12. Covenants Running with the Land.** This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of County and Town and their respective successors in interests, assigns, and legal

representatives. The terms and conditions of this Agreement similarly shall be binding upon the Town Property and shall run with title to the same.

**Section 13. Recordation of Agreement.** County shall record an executed original of this Agreement, in the Public Records of Orange County, Florida.

**Section 14. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

**IN WITNESS WHEREOF**, the County and the Town have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.



**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

By: Byron W. Brooks

*JL* Mayor Jerry L. Demings,  
Mayor

Date: 28 January 2020

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

By Katie Miest  
Deputy Clerk

**TOWN OF OAKLAND,  
FLORIDA**

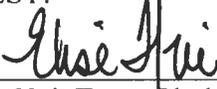
By: Town Commission

By: 

Kathy Stark, Mayor

Date: 12/17/19

ATTEST:

By:   
Elise Hui, Town Clerk

Date: 12/17/19

**EXHIBIT A - OAKLAND/WOT WEST  
LEGAL DESCRIPTION**

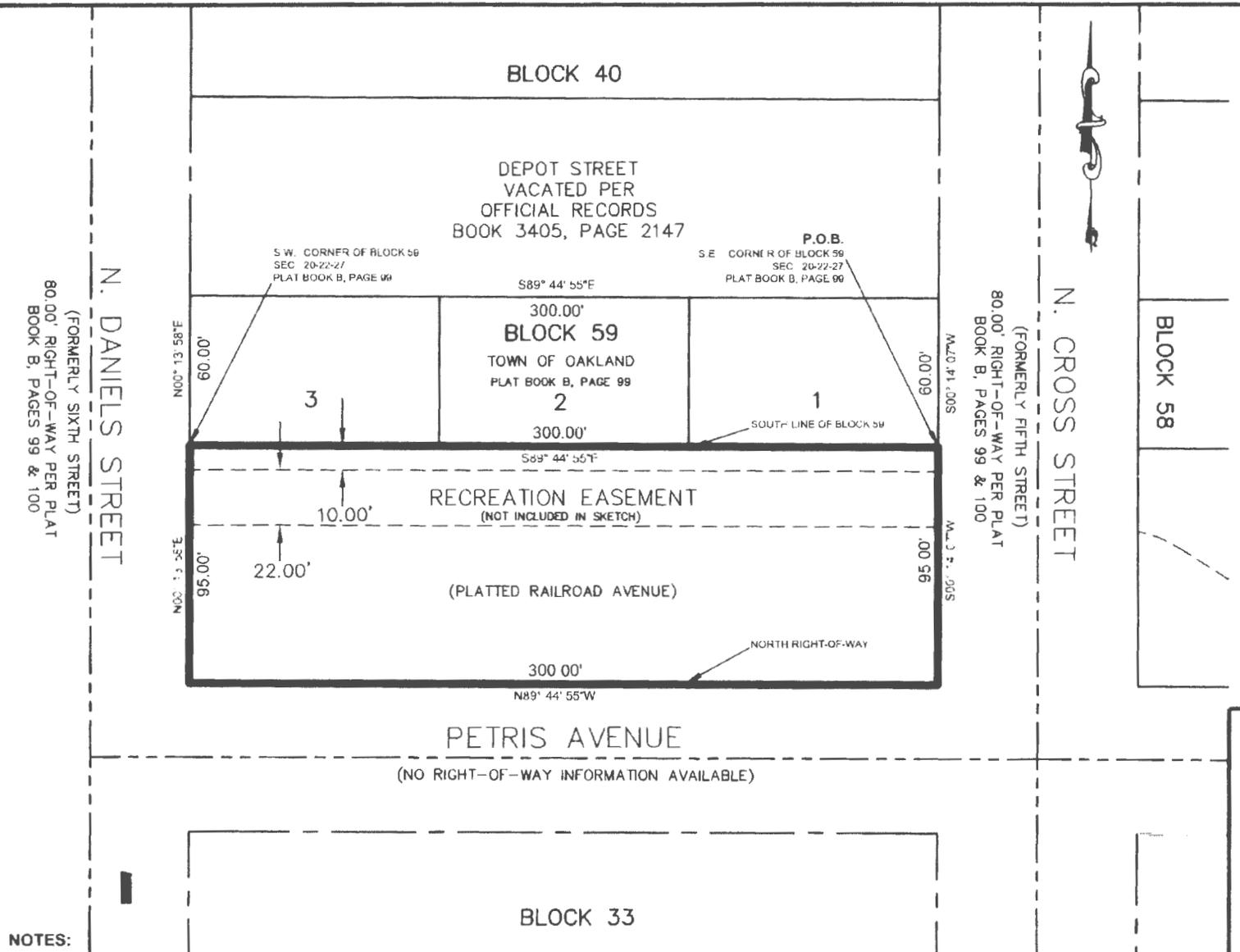
A portion of Railroad Avenue lying South of Block 59, TOWN OF OAKLAND as recorded in Plat Book B, Page 99 through 100, Orange County, Florida; lying in Section 20, Township 22 South, Range 27 East, Orange County, Florida being more particularly described as follows.

Commencing at the South East corner of Block 59 of said Plat; Thence South 00°14'07" West, a distance of 95.00 feet to the North Right-of-Way line of Petris Avenue; Thence North 89°44'55" West along the North Right-of-Way line of Petris Avenue, a distance of 300.00 feet; Thence North 00°13'58" East, a distance of 95.00 feet to the South West corner of Block 59 of said Plat; Thence run along said southerly line of Block 59 of said Plat, South 89°44'50 East, a distance of 300.00 feet to the POINT of BEGINNING;

Containing 28500.20 Square feet, More or Less.

PREPARED FOR: Parks & Recreation		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION		
DRAWN BY: Pickles	DATE: 10/18/2019	SECTION: 20	 <p>SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940</p>	DRAWING SCALE: 1" = 60'
CHECKED BY: Daynes	JOB No: 8503	TOWNSHIP: 22		PROJECT NUMBER
APPROVED BY: Daynes	DRAWING FILE:	RANGE: 27		8503
REVISION DATE:	The Town of Oakland	SHEET 1 OF 2		

**EXHIBIT A - OAKLAND/MOT WEST  
LEGAL DESCRIPTION**



- NOTES:**
1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTH LINE OF BLOCK 59 OF PLAT OF THE TOWN OF OAKLAND PLAT BOOK B, PAGES 99 & 100, PUBLIC RECORDS ORANGE COUNTY, FLORIDA AS BEING S89°44'55"E. (ASSUMED)
  2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
  3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
  4. NO IMPROVEMENTS ABOVE OR BELOW GROUND, OTHER THAN THOSE SHOWN, WERE LOCATED.

**SKETCH AND DESCRIPTION**  
THIS IS NOT A SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTERS 177 AND 477 OF THE FLORIDA STATUTES AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DATE: \_\_\_\_\_ Mark A. Daynes  
REGISTERED PROFESSIONAL SURVEYOR  
STATE OF FLORIDA LICENSE NO. 5474

DRAWN BY: Pickles	DATE: 10/18/2019	SECTION: 20	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION	
CHECKED BY: Daynes	JOB NO.: 8503	TOWNSHIP: 22		
APPROVED BY: Daynes	DRAWING FILE: The Town of Oakland	RANGE: 27	4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940	
REVISION DATE:		SHEET 2 OF 2	PROJECT NUMBER 8503	

**BLOCK 39**

**BLOCK 34**

PREPARED FOR:  
Parks & Recreation

DRAWING SCALE:  
1" = 60'

**N. DANIELS STREET**  
(FORMERLY SIXTH STREET)  
80.00' RIGHT-OF-WAY PER PLAT  
BOOK B, PAGES 99 & 100

**N. CROSS STREET**  
(FORMERLY FIFTH STREET)  
80.00' RIGHT-OF-WAY PER PLAT  
BOOK B, PAGES 99 & 100

**BLOCK 40**  
DEPOT STREET  
VACATED PER  
OFFICIAL RECORDS  
BOOK 3405, PAGE 2147

**BLOCK 59**  
TOWN OF OAKLAND  
PLAT BOOK B, PAGE 99

RECREATION EASEMENT  
(NOT INCLUDED IN SKETCH)  
(PLATTED RAILROAD AVENUE)

**PETRIS AVENUE**  
(NO RIGHT-OF-WAY INFORMATION AVAILABLE)

**BLOCK 33**

**BLOCK 58**

**EXHIBIT B - OAKLAND/WOT EAST  
LEGAL DESCRIPTION**

A portion of Railroad Avenue lying South of Block 58, TOWN OF OAKLAND as recorded in Plat Book B, Page 99 through 100, Orange County, Florida; lying in Section 20, Township 22 South, Range 27 East, Orange County, Florida being more particularly described as follows.

Commencing at the South East corner of Block 58 of said Plat; Thence South 00°20'37" West, a distance of 95.00 feet to the North Right-of-Way line of Petris Avenue; Thence North 89°44'55" West along the North Right-of-Way line of Petris Avenue, a distance of 300.00 feet; Thence North 00°20'37" East, a distance of 95.00 feet to the South West corner of Block 58 of said Plat; Thence run along said southerly line of Block 58 of said Plat, South 89°44'50 East, a distance of 300.00 feet to the POINT of BEGINNING;

Containing 28499.963 Square feet, More or Less.

PREPARED FOR: Parks & Recreation		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION		
DRAWN BY: Pickles	DATE: 10/18/2019	SECTION: 20	SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940	DRAWING SCALE: 1" = 60'
CHECKED BY: Daynes	JOB No: 8503	TOWNSHIP: 22		PROJECT NUMBER
APPROVED BY: Daynes	DRAWING FILE:	RANGE: 27		8503
REVISION DATE:	The Town of Oakland	SHEET 1 OF 2		



**EXHIBIT B - OAKLAND/WOT EAST  
LEGAL DESCRIPTION**

BLOCK 42

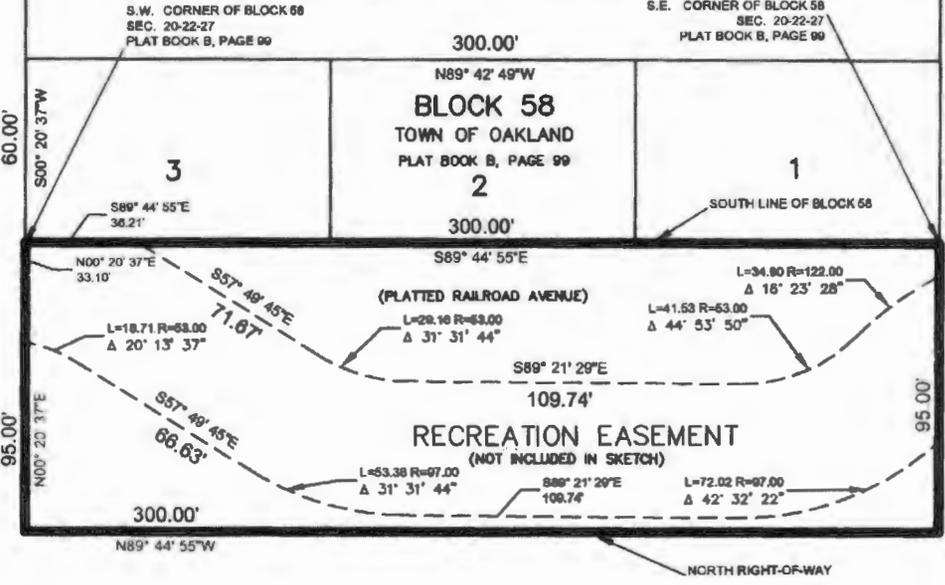
BLOCK 31



**N. TUBB STREET**  
(FORMERLY FOURTH STREET)  
80.00' RIGHT-OF-WAY PER PLAT  
BOOK B, PAGES 99 & 100

BLOCK 41

DEPOT STREET  
VACATED PER  
OFFICIAL RECORDS  
BOOK 448, PAGE 288



**N. CROSS STREET**  
(FORMERLY FIFTH STREET)  
80.00' RIGHT-OF-WAY PER PLAT  
BOOK B, PAGES 99 & 100

**PETRIS AVENUE**  
(NO RIGHT-OF-WAY INFORMATION AVAILABLE)

BLOCK 32

65 K007B

63 K007B

DRAWN BY: Pickles  
CHECKED BY: Daynes  
APPROVED BY: Daynes  
REVISION DATE:

DATE: 10/18/2019  
JOB NO.: 8503  
DRAWING FILE:  
The Town of Oakland

SECTION: 20  
TOWNSHIP: 22  
RANGE: 27  
SHEET 2 OF 2

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION  
4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-9205  
(407) 836-7940



DRAWING SCALE:  
1" = 60'  
PROJECT NUMBER  
8503

PREPARED FOR:  
Parks & Recreation

**NOTES:**

- BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTH LINE OF BLOCK 58 OF PLAT OF THE TOWN OF OAKLAND PLAT BOOK B, PAGES 99 & 100, PUBLIC RECORDS ORANGE COUNTY, FLORIDA AS BEING S89°44'55"E. (ASSUMED)
- THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
- THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY. A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
- NO IMPROVEMENTS ABOVE OR BELOW GROUND, OTHER THAN THOSE SHOWN, WERE LOCATED.

**SKETCH AND DESCRIPTION**  
THIS IS NOT A SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTERS 177 AND 492, OF THE FLORIDA STATUTES AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DATE: \_\_\_\_\_  
Mark A. Daynes  
REGISTERED LAND SURVEYOR  
AND MAPPER  
STATE OF FLORIDA LICENSE NO. 8478