






Interoffice Memorandum

June 19, 2017

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM:  Mark V. Massaro, P. E., Director, Public Works Department 

CONTACT PERSON: Renzo Nastasi, AICP, Manager,   
Transportation Planning Division

PHONE NUMBER: (407) 836-8072

SUBJ: Interlocal Agreement between Lake County and Orange County  
Relating to Future Public Roadways

Pursuant to the Interlocal Agreement between Lake County and Orange County, both jurisdictions agree to cooperate on the design, placement and construction of proposed future roadways which extend across the boundary between Lake and Orange County at three proposed connection points as shown on in Exhibit A. Lake County and Orange County acknowledge that the roads extending across the county boundary will be collector roads.

The Interlocal Agreement shall have a term of five years and automatically renew for an additional five year term unless terminated by either party upon 30 days written notice.

The Orange County Attorney's Office has reviewed the Interlocal Agreement and found them acceptable.

Action Requested: Approval and execution of Interlocal Agreement between Lake County and Orange County relating to future public roadways. District 1.

MVM/ RN/hb/am

**INTERLOCAL AGREEMENT BETWEEN  
LAKE COUNTY  
AND  
ORANGE COUNTY  
RELATING TO FUTURE PUBLIC ROADWAYS**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) sets forth certain understandings between Lake County, a political subdivision of the State of Florida, whose mailing address is P.O. Box 7800, Tavares, Florida 32778, (“Lake”) and Orange County, a charter county and political subdivision of the State of Florida (“Orange”), whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393, regarding public roadways common to both counties.

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes; and

**WHEREAS**, there is a need to establish new roadways and associated improvements in order to accommodate increased traffic demands anticipated as a result of population growth in Lake and Orange counties and throughout Central Florida; and

**WHEREAS**, Lake and Orange agree that working cooperatively to create and manage the network of roadways that impact both counties is in the best interests of each county’s residents; and

**WHEREAS**, certain lands, generally known and referred to as Water Conserv II Lands, located within Lake County are under the joint ownership and control of the City of Orlando (“City”), a Florida municipality, and Orange; and

**WHEREAS**, Orange and City are generally referred to as the Water Conserv II Partners; and

**WHEREAS**, Lake and Orange desire to memorialize their agreement as to coordinated decision-making and information sharing in planning and developing future roadways and associated infrastructure.

**NOW THEREFORE**, in consideration of the foregoing and on the basis of establishing the expectations of the obligations of each party hereto, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct, and are incorporated herein and made a part hereof by this reference.

2. **Effective Date**. This Agreement shall become effective pursuant to Section 163.01(11), Florida Statutes (2016).

3. **Understanding.** Lake and Orange anticipate interconnections of future roadways that extend across the boundary between Lake and Orange counties in the three (3) areas depicted in **Exhibit A**, attached hereto and incorporated herein (the “Connection Points”). So as to best manage these interconnections for the benefit of both counties, Lake and Orange, agree to take the following actions:

A. Cooperate with each other on the design, placement, and construction of those proposed roadways that extend across the boundary between Lake and Orange counties at those Connection Points;

B. Meet at mutually-agreed times to determine the limits of the network roadways and list of improvements to the network roadways;

C. Designate staff charged with the various aspects of such cooperation and keep each other informed of the names and contact information for those staff persons;

D. Share available data and information gathered regarding traffic management;

E. Request the other party to review proposed alignments within and/or impacting its jurisdiction and to consider the other party’s interest in mind during final alignment; and

F. Keep each other informed of timelines, changes, and other pertinent information in a spirit of continuing cooperation.

4. **Proposed Collector Roads.** Lake and Orange acknowledge that transportation impact fees are anticipated to be spent and transportation impact fee credits are anticipated to be released by either and/or both counties resulting from future improvements and roadways at the Connection Points. Lake and Orange agree that alignments of these future interconnections will be constructed in such a manner so they shall be collector roads extending across the boundary between Lake and Orange counties.

5. **Obligations and Responsibilities.**

A. The parties acknowledge that the proposed Connection Points indicated on **Exhibit A**, attached hereto, show certain mutually preferred locations and that any proposed roadways and associated facilities will be subject to further study, with future preferred location sites subject to change and modification.

B. Lake acknowledges that execution by Orange of this Agreement (i) is not intended to nor shall serve to waive any ownership interest or property right held by Orange, City, and/or the Water Conserv II Partners in those real properties located in Lake or Orange counties at or near the Connection Points and currently owned and/or controlled by the Water Conserv II

Partners and (ii) does not indicate or guarantee any agreement by Orange regarding any particular design or alignment of any roadway.

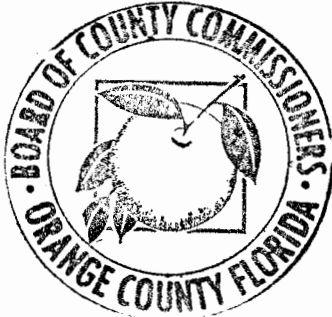
6. **Modifications.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

8. **Term, Termination.** This Agreement shall remain in effect for an initial term of five (5) years, automatically renewing for another five (5) years, unless earlier terminated by the parties. Either party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party, during which notice period the parties may meet in good faith to renegotiate the terms and provisions of the Agreement.

*[Signatures appear on following pages]*

IN WITNESS WHEREOF, the parties have caused this Interlocal 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: *Teresa Jacobs*  
Teresa Jacobs, Orange County Mayor

This 11<sup>th</sup> day of July, 2017.

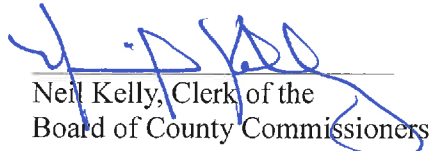
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

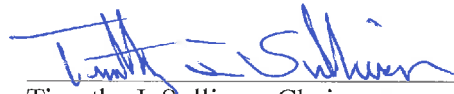
By: *Katie Smith*  
Deputy Clerk  
**Katie Smith**

Printed name: \_\_\_\_\_

**LAKE COUNTY, FLORIDA through its  
BOARD OF COUNTY COMMISSIONERS**


ATTEST:

  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

  
Timothy I. Sullivan, Chairman

This 11 day of July, 2017.

Approved as to form and legality:

  
Melanie Marsh  
County Attorney

## EXHIBIT 'A'

