

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

MAR 17 1998 VS / [signature]

# RESOLUTION

*of the*  
**ORANGE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

*regarding*  
**INTERNATIONAL DRIVE**

**Resolution No. 98-M-08**

**WHEREAS**, International Drive, an existing road with portions in both Orange County and Osceola County, is subject to a great deal of commuter, commercial and tourist traffic; and

**WHEREAS**, the Board of County Commissioners wishes to foster traffic safety and orderly and logical development of a County road system, and to minimize confusion on the part of Orange County residents and the millions of tourists and other visitors who visit Orange County each year, by renaming certain portions of International Drive.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:**

***Section 1. Renaming of Portions of International Drive.***

Pursuant to its authority under Section 336.05 of Florida Statutes and under other laws, ordinances and regulations, the Board of County Commissioners hereby changes the name of that portion of International Drive between the Central Florida Parkway and the Osceola County line to "International Drive South." Additionally, the Board of County Commissioners hereby renames both (i) that portion of State Road 536 from State Road 535 to Interstate Highway 4 and (ii) that portion of International Drive from State Road 417 (the GreeneWay) to State Road 535 to "World Center Drive."

The County Chairman and the Clerk are hereby authorized and directed to take all actions necessary and useful to effectuate and memorialize the name changes, including but not limited to changing street signs as appropriate, and to direct their respective staffs accordingly.

***Section 2. Interlocal Agreement.***

The Orange County Chairman and the Clerk to the Board of County Commissioners are hereby authorized and directed to execute and deliver an interlocal agreement in the form attached as Exhibit A to this resolution.

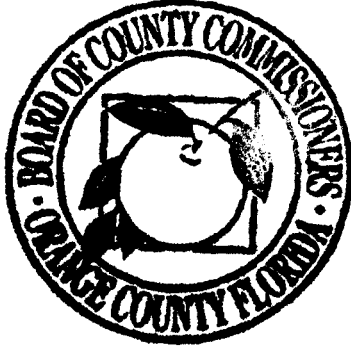
***Section 3. Effective Date; "Sunset"; Superceding Clause.***

(a) Sections 2 and 3 of this Resolution shall take effect immediately upon its adoption. Section 1 shall take effect upon the approval and execution by Osceola County of an interlocal agreement in the form attached as Exhibit A.

(b) If the interlocal agreement is not approved and executed by Osceola County in the form attached as Exhibit A on or before April 21, 1998 this resolution shall "sunset" and be deemed repealed and of no further force and effect.

(c) To the extent of any conflict this resolution shall prevail over and shall supersede the action taken by the Board of County Commissioners at its meeting on November 11, 1997, regarding International Drive. If and when this resolution sunsets as provided under subsection (b), the action taken by the Board on November 11, 1997, shall be deemed repealed

ADOPTED THIS 17th DAY OF MARCH, 1998.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Linda W. Chapin*  
Linda W. Chapin  
Orange County Chairman

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Carol Foglesong*  
Deputy Clerk

ccw\ordres/roadres1  
3/11/98

***EXHIBIT A***

*to*

***Resolution  
regarding  
International Drive***

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*form  
of*

**INTERLOCAL AGREEMENT**

DRAFT  
March 11, 1998

## INTERLOCAL AGREEMENT

*regarding*

## INTERNATIONAL DRIVE

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Orange County, Florida  
Osceola County, Florida

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*This Interlocal Agreement* is made and entered into as of the 1st day of April, 1998, by and among **Orange County, Florida**, a charter county and political subdivision of the State of Florida, and **Osceola County, Florida**, a charter county and political subdivision of the State of Florida.

### *RECITALS*

**WHEREAS**, International Drive, a road now comprised of several segments in both Orange County and Osceola County, is expected ultimately to be constructed, extended, and completed as a continuous road from Oak Ridge Road in Orange County south across the county line into Osceola County to its current terminus at U.S. Highway 192; and

**WHEREAS**, the road is subject to intense commuter, commercial and tourist traffic in both counties; and

**WHEREAS**, since 1983 the Orange County Convention center has been open and operating at its location on a portion of International Drive in Orange County; and

**WHEREAS**, a convention center, expo hall or other like facility may be constructed in Osceola County in the near future, with or without the participation of the government of Osceola County, and may be located on, abutting, or in proximity to International Drive, increasing the potential for motorist confusion; and

**WHEREAS**, Orange County and Osceola County both wish to foster traffic safety, and to minimize confusion on the part of their respective motoring residents, commuters, tourists and other visitors by entering into this Interlocal Agreement regarding the names and renaming of

portions of International Drive and the address and orientation of any convention center, expo hall or other like facility constructed in Osceola County.

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

**SECTION 1. OBLIGATIONS OF THE RESPECTIVE COUNTIES.**

**1.1 Orange County's Obligations.**

(a) Contemporaneously with its approval of this agreement, Orange County has adopted Resolution No. 98-\_\_\_\_\_, which changed the name of that portion of International Drive in Orange County which is south of the Central Florida Parkway to "International Drive South" and which renamed that portion of State Road 536 now called International Drive to "World Center Drive". Orange County shall promptly take all actions necessary and useful to effect the change, including expressly but not limited to changing street signs as appropriate.

(b) During the term of this agreement, Orange County shall not further rename or otherwise change the name of those or any other portions of International Drive now existing and located in Orange County.

(c) During the term of this agreement, Orange County shall not allow any future extensions of International Drive South to have any name other than "International Drive South".

**1.2 Osceola County's Obligations.**

(a) On or before April 21, 1998, Osceola County, acting through its Board of County Commissioners, shall take all actions legally necessary or useful (i) to rename all portions of International Drive located in Osceola County, including any portions to be constructed in the future, to "International Drive South", and (ii) to cause the name change to take effect on or before the April 21st date.

(b) Promptly after its Board of County Commissioners approves the change of name for the road, Osceola County shall take all actions necessary and useful to effect the change, including expressly but not limited to changing street signs as appropriate.

(c) During the term of this agreement, Osceola County shall not change the name of any existing portions of the road from "International Drive South" back to "International Drive" or to any other name.

(d) During the term of this agreement, Osceola County shall not allow any future extension of International Drive South to have any name other than "International Drive South".

(e) If and when Osceola County, either independently or through a partnership or other arrangement with any other private- or public-sector entity or entities, constructs, finances, operates, or participates in the construction, financing, or operation of a convention center, expo hall, trade-show hall, or other like facility in Osceola County, it shall ensure that either

(i) the facility is not located on and does not abut International Drive South, and therefore, does not have an "International Drive" or an "International Drive South" street or mailing address, or

(ii) if the facility is located on or does abut International Drive South, it is not oriented toward International Drive South and, therefore, does not have an "International Drive" or an "International Drive South" street or mailing address. Osceola County shall ensure also that the facility does not market itself or otherwise hold itself out as a facility located on either "International Drive" or "International Drive South".

## **SECTION 2. EXCLUSIVE REMEDIES.**

**2.1 Orange County's Remedies.** If Osceola County breaches any one or more of its obligations under subsection 1.2 during the term of this agreement, Orange County may elect (i) to sue for injunctive relief, and in such case it shall be entitled to the issuance of an injunction without the necessity of showing irreparable harm, or (ii) to declare by written notice to Osceola County that this agreement is terminated. Upon its election of a remedy, Orange County shall be deemed to have waived the alternative remedy. Orange County shall be entitled to no remedies other than the foregoing.

**2.2 Osceola County's Remedies.** If Orange County breaches any one or more of its obligations under subsection 1.1 during the term of this agreement, Osceola County may elect (i) to sue for injunctive relief, in which case it shall be entitled to the issuance of an injunction without the necessity of showing irreparable harm, or (ii) to declare by written notice to Orange County that this agreement is terminated. Upon its election of a remedy, Osceola County shall be deemed to have waived the alternative remedy. Osceola County shall be entitled to no remedies other than the foregoing.

## **SECTION 3. MISCELLANEOUS PROVISIONS:**

**3.1 Term of Interlocal Agreement.** This Interlocal Agreement shall be of full force and effect from the date of its execution until January 1, 2020, unless otherwise extended or renewed by the parties hereto in writing.

**3.2 Amendments.** No amendments, addenda or other changes to this Interlocal Agreement shall be valid or enforceable unless made in writing, approved by the respective boards of county commissioners for both counties, and executed by the appropriate county officials.

**3.3 Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with 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.

**3.4 Headings.** The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

**3.5 Governing Law; Venue.** This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit (or its successor court).

**3.6 Full Agreement; Filing with Respective Clerks.** This Interlocal Agreement contains the entire agreement of the parties with respect to the roads. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Orange County Comptroller, as clerk to the Board of County Commissioners for Orange County, and with the clerk to the Board of County Commissioners for Osceola County.

**3.9 Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to Orange County: Orange County Administrator  
Orange County Administration Center  
201 South Rosalind Avenue, Fifth Floor  
Orlando, Florida 32801-4328  
Facsimile: (407)836-7399



If to Osceola County: Osceola County Administrator  
17 S. Vernon Ave.  
Kissimmee, FL 34741  
Facsimile: (407) 847-1382

***WHEREFORE, the Counties have executed this Interlocal Agreement as of the date and year first above written.***

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

BY: \_\_\_\_\_  
Orange County Chairman

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

BY: \_\_\_\_\_  
Deputy Clerk

(SEAL)

**OSCEOLA COUNTY, FLORIDA**

By: Board of County Commissioners

BY: \_\_\_\_\_  
Chairman, Board of County  
Commissioners

ATTEST:  
As Clerk of the Board of County Commissioners

BY: \_\_\_\_\_  
Deputy Clerk

(SEAL)

ccw:agrcnt\intdrv2.wpd  
(03/11/98)