



Interoffice Memorandum

September 21, 2022

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

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT PERSON: Eduardo Avellaneda, P.E., Manager  
Roads & Drainage Division

PHONE NUMBER: (407) 836-7871

SUBJ: **Interlocal Agreement between Orange County and the Ranger Drainage District regarding Improvements to and Maintenance of Drainage Infrastructure and Roads**

The Ranger Drainage District (Ranger) and Orange County Public Works Department (County) have agreed to update and amend all the previous agreements between Ranger and the County by incorporating them into a single agreement.

The updated single agreement will clearly define the responsibilities of Ranger and the County regarding Stormwater Infrastructure Repair, Petition to Vacate, Sidewalk Installation, Roadside Mowing, and Permitting. This agreement also establishes the process for payment or reimbursement to Ranger for the repair or replacement of culverts under the roads within the Ranger boundaries.

The County Attorney's Office has reviewed the Agreement and found it acceptable to form.

**Action Requested: Approval and execution of Interlocal Agreement between Orange County, Florida and the Ranger Drainage District regarding Improvements to and Maintenance of Drainage Infrastructure and Roads. District 5.**

EA/gs

Attachment(s)

BCC Mtg. Date: October 11, 2022

**INTERLOCAL AGREEMENT**  
**between**  
**ORANGE COUNTY, FLORIDA**  
**and the**  
**RANGER DRAINAGE DISTRICT**  
**regarding**  
**IMPROVEMENTS to and MAINTENANCE**  
**of**  
**DRAINAGE INFRASTRUCTURE AND ROADS**

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Approved by the Orange County  
Board of County Commissioners  
October 11, 2022

Approved by the Ranger  
Drainage District  
September 17, 2022

**INTERLOCAL AGREEMENT**  
**between**  
**ORANGE COUNTY, FLORIDA**  
**and the**  
**RANGER DRAINAGE DISTRICT**  
**regarding**  
**IMPROVEMENTS to and MAINTENANCE**  
**of**  
**DRAINAGE INFRASTRUCTURE AND ROADS**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”), effective as of the latest date of execution (“Effective Date”) is made and entered into by and between **Orange County**, a charter county and political subdivision of the State of Florida (“County”) with a mailing address of P.O. Box 1393, Orlando, Florida 32802-1393, and the **Ranger Drainage District**, a special purpose local government and political subdivision of the State of Florida (“District”) with a mailing address of 19950 Nugent Street, Orlando, Florida 32833. The County and District may occasionally be referred to herein individually as “Party” and collectively as “Parties.”

**WITNESSETH:**

**WHEREAS**, the County is a general-purpose local government entity, vested with all powers provided through its Charter and chapter 125, F.S.; and

**WHEREAS**, the District is a special purpose local government located in eastern Orange County which was created by Circuit Court Decree pursuant to Chapter 298, Florida Statutes, April 9, 1970; and

**WHEREAS**, in accord with Chapter 298, the District was created and empowered to provide construction and maintenance of a water management system to provide comprehensive water management and flood control services to all lands within the District; and

**WHEREAS**, the County has authority pursuant to Section 125.01(1)(p), Florida Statutes, to enter into agreements with another governmental entity or agency for joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions; and

**WHEREAS**, the District has authority pursuant to Section 163.01, Florida Statutes to enter into agreements with another governmental entity or agency for joint performance, or performance by one unit on behalf of the other, of any shared authorized functions; and

**WHEREAS**, the District's flood control system is largely comprised of primary canals running east and west, discharging into the Econlockhatchee River, secondary flow-ways running north and south, a series of stormwater detention ponds, and the associated water control structures; and

**WHEREAS**, the County has constructed and maintains a public road right-of-way system, which includes tertiary drainage systems comprised largely of open swales and some limited structural underground stormwater conveyance facilities; and

**WHEREAS**, on or about August 22, 1988, the District and the County entered into an agreement specifying the party responsible for all maintenance work within District or County rights-of-way but outside paved public roads including culverts, pipes and related facilities (the District), maintenance work within paved public roads (Orange County) and permitting requirements for any new construction work not considered maintenance; and

**WHEREAS**, on August 22, 2017, the Parties entered into an amendment to the August 22, 1988 Agreement specifying that Orange County is responsible for maintenance of certain sidewalks within District or County rights-of-way and the District is to be paid \$18,000 for unpaved right-of-way maintenance adjacent to any sidewalks for fiscal year 2018 with annual payments each year thereafter to be adjusted by agreement of Orange County and the District; and

**WHEREAS**, all roads that are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to Section 335.01(1), Florida Statutes, public roads; and

**WHEREAS**, a “road” is defined by Section 334.03(22), Florida Statutes, as “a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, [and] tunnels . . .”;

**Section 1. Recitals.**

1. The foregoing recitals are true and correct and form a material part of this Agreement.

**Section 2. Intent.**

1. This Agreement is intended to provide for the division of duties and authorities by each party pertaining to the county roads and flood control system within the Ranger Drainage District boundary, as illustrated by **Appendix “A”**. This Agreement is intended to codify all previous agreements between the Parties regarding road and infrastructure maintenance and substitute and replace said agreements. In the event of any dispute regarding the meaning of this Agreement and previous agreements between the Parties, the terms and conditions of this Agreement shall prevail. The Parties intend this Agreement to be perpetual unless modified by the written agreement of both Parties.

**Section 3. Permits and Project Coordination - Generally.**

1. Orange County is the general-purpose government with legal authority to issue right-of-way utilization permits to individuals and entities for the repair and replacement of drainage facilities within Orange County rights-of-ways. However, Orange County and

the District agree that the District may utilize District in-house maintenance staff to repair and replace existing drainage facilities which are their responsibility as specified by Sections 4 and 5 of this Agreement within County or District rights-of-way without requiring issuance of a County utilization permit.

2. Parties agree to provide reasonable assistance and support for any projects either entity is required to undertake, including a mutual site visit to review any necessary repairs. Should either Party have the capacity to assist in any activity for which the other Party is responsible under the terms of this Agreement, they may commit to assist in exchange for compensation by the responsible Party, however under no circumstance is such assistance mandatory, but is at the sole discretion of the non-responsible Party.

3. Prior to any work being done by the District within paved roadway sections of Orange County, the District or the District's qualified and licensed contractors shall apply for and have a valid Maintenance of Traffic permit prior to any work being accomplished within the roadway.

#### **Section 4. Flood Control Systems**

##### **1. Ranger Drainage District Responsibility:**

A. District shall be responsible for the maintenance and operation of all primary and secondary canals, flow-ways, lakes, and associated water control structures within District easements.

B. District agrees to mow, maintain, and maintenance-grade as necessary, all open grassed swales within the County rights-of-way.

C. District agrees to permit, coordinate, and assist in the installation of driveway culverts to District standards, insuring proper elevation and grading.

D. District is responsible for, and agrees to coordinate with County for, any necessary improvements or repairs where the primary canal system intersects with County road rights-of-way, subject to the funding provisions in this Agreement.

**2. Orange County Responsibility:**

A. Orange County shall be responsible for maintenance of the structural tertiary system within the public rights-of-way developed as part of the road system or develop to receive outfall from the road rights-of-way (all elements other than open grass swales.) This includes curbs, concrete valley gutters, intakes, manholes, underground pipes, drainage inlets, and road crossing culverts of the secondary flow-ways up to the point of outfall into either the District's primary or secondary system, or lakes. These facilities are largely, but not exclusively, found in the northeast region of the District and at the intersection of the District's secondary facilities and County road rights-of-way.

**3. Drainage System Permitting:**

A. Within the boundary of the District, Orange County hereby authorizes the District to make any improvements or repairs to the drainage system within its scope of responsibility within Orange County rights-of-way and easements, without the need of prior formal County approval or a right-of-way utilization permit for each individual facility so long as the paved, public roadway is kept open at all times to traffic.

B. The District, through its in-house staff or through a qualified and licensed contractor selected by the District Board of Supervisors must complete such work in accordance with Orange County standards and specifications for such work including but not limited to using materials consistent with Orange County specifications.

C. No later than 14 days prior to beginning any construction or repair work, the District shall notify an appointed designee of the County in writing of the work other than routine maintenance activities such as minor repairs or removal of obstructions and other repairs that do not impair traffic flow in any way. District notification shall be submitted to the County designee on a standard form to be agreed upon by the County and the District. This Agreement does not exempt the District from obtaining a County permit to install new drainage facilities within County rights-of-way.

**Section 5. Public Roadways.**

**1. Ranger Drainage District Responsibility:**

A. The District agrees to continue voluntarily mow the grassed medians that exist in the northeastern sections of the District along Macon Parkway, Archer Boulevard, Mallard Parkway and Maxim Parkway (this work is at the District Board's discretion and subject to availability of funding).

B. The District will keep County apprised of any damage or maintenance needs within the road rights-of-way for which the County is responsible, if and when the District becomes aware of a problem.

**2. Orange County Responsibility:**

A. Within the boundaries of the District, Orange County shall repair and maintain the County roadways (potholes, road base, pavement markings and the resurfacing of roadways) from edge-of-pavement to edge-of-pavement.

B. Within the boundaries of the District, Orange County shall repair and maintain those structural elements of the tertiary drainage system integral to the roadways, including concrete valley gutters, curbs, inlets, underground drainage piping, and culvert



crossings of the secondary flow-ways, located within the public road rights-of-way easements.

**Section 6. Sidewalks.**

1. Within the boundaries of the District, Orange County shall be responsible for the construction, repair, replacement and maintenance of all sidewalks within the County rights-of-way.

**Section 7. Bancroft Roadside Mowing and Provision for Future Sidewalks**

1. Beginning September 1, 2018, the County agreed to provide funding to the District to offset the increased cost of maintaining the unpaved roadside rights-of-ways where sidewalks were installed by the County on the east side of Bancroft Boulevard from Nettleton Street to Starr Street and from Bancroft Boulevard and Ortega Street east on Ortega Street for approximately 225 feet. The Parties agree that the County will pay the District the sum of Eighteen thousand dollars (\$18,000) per fiscal year (October 1-September 30) within 30 days of the beginning of each fiscal year for the increased costs to maintain the unpaved right-of-way adjacent to the sidewalks. The amount paid to the District may be adjusted annually upon mutual agreement of the Parties due to increased costs, such as inflation and costs of materials. The District shall submit an invoice annually to the County no later than September 1 for the agreed upon amount. Payment shall be remitted to the District no later than October 30 of the fiscal year in question.

2. If the County endeavors to install additional sidewalks within the boundaries of the District, Parties agree to negotiate for any increased maintenance costs that may result.

**Section 8. Tree and Vegetation Removal; Trash Pickup.**

**1. Ranger Drainage District Responsibility:**

A. The District is responsible for the clearing or removal of trees, vegetation, debris, or other obstructions within its primary and secondary drainage system rights-of-way to the extent it interferes with the function, maintenance and operation of those facilities, at the District's sole discretion. This includes culverts within the primary and secondary systems crossing beneath County road rights-of-way.

B. The District is responsible for the clearing or removal of vegetation, debris, or other obstructions to the open swales within the road rights-of-way, to the extent that such material hinders the drainage function of those swales, at the District's sole discretion.

**2. Orange County Responsibility:**

A. Orange County is responsible for the clearing or removal of trees and vegetation from roadway easements to the extent they interfere with the vehicular or pedestrian use of those rights-of-way.

B. Orange County is responsible for the clearing or removal of obstructions or debris from roadways from edge-of-pavement to edge-of-pavement (excluding those medians maintained by a third party with a Use Agreement).

C. Orange County is responsible for clearing obstructions and debris from the structural elements of the tertiary drainage system integral to the roadways, including concrete valley gutters, curbs, inlets, and underground drainage piping located within the public road rights-of-way easements.

**Section 9. Funding for Repair or Replacement of Culverts under the Road.**

1. The District will provide to Orange County Public Works, Roads & Drainage Division, a detailed list, with a cost estimate of the work, for any culvert within the primary drainage system that crosses under County maintained roadways by February 1<sup>st</sup> of each year that the District wishes to seek funding for repairs to culverts. Such cost estimates will include the costs for design, administration, legal, and construction of the proposed work.

2. The County reserves the right to inspect the drainage system for which this funding is requested.

3. The County reserves the right to request a revision to quotes for which this funding is requested.

4. Upon mutual agreement on the cost estimate, Roads & Drainage Division shall submit a request to the Orange County Board of Commissioner for consideration of the funding for the repairs or replacement of culverts.

5. District may make a request at other times for funding or refund of expenditures, should repairs to a primary or secondary culvert beneath a County maintained road require emergency repairs. County will make its best effort to fund or refund those emergency improvements.

**Section 10. Petitions to Vacate**

1. The County shall be the only party with the authority to vacate those interests and easements dedicated to the County, for the perpetual use of the public, within the District boundaries. The County will request the District provide their comments (Objection or No Objection) to a Petition to Vacate within the District boundaries. The County will provide notification to the District of its determination.

Easements shall not be vacated to the extent doing so would prevent the access, operation, or maintenance of the Districts system.

**Section 11. General Provisions.**

1. **Validity.** County and District 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 or defense based on any claim of illegality, invalidity or unenforceability of any nature.

2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

3. **Venue.** Venue for any action arising out of or related to this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

4. **Attorney's Fees and Costs.** 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 attorney fees and costs.

5. **Remedies.** Upon any failure of either party to perform its obligations under this Agreement, the aggrieved party shall have the right to pursue any remedy available in law, equity, or otherwise, but before a court action is maintained, such party must comply with Chapter 164, Florida Statutes, incorporated herein by reference.

6. **Entire Agreement.** This Agreement, including its appendixes, constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement. Any previous oral or written communications or understandings of the Parties with respect

to the subject matters hereof are null and void and preempted by this Agreement. This Agreement may only be amended in writing upon mutual consent of the Parties.

7. **Recording.** This Agreement shall be recorded in the Official Records of Orange County, Florida.

8. **Waivers.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. A waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing.

9. **Notices.** All notices required to be given hereunder shall be in writing and shall be deemed given and received in the following circumstances: (1) when personally delivered by hand; (2) three business days after being deposited in the United States Mail, postage prepaid, certified or registered; (3) the next business day after being deposited with a recognized overnight mail courier delivery service; (4) when sent by electronic mail; or (5) when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. All notices hereunder shall be addressed as follows (or to such other official or at such other address, of which either party hereto shall subsequently give written notice as provided herein):

If to the County:        Director  
                                  Orange County Public Works Department  
                                  4200 S. John Young Parkway  
                                  Orlando, Florida 32839-9205  
                                  Phone: (407) 836-7900  
                                  Telecopy: (407) 836-7716

With a copy to:        County Administrator  
                                  Post Office Box 1393  
                                  Orlando, Florida 32802-1393  
                                  Phone: (407) 836-7370  
                                  Telecopy: (407) 836-7399

If to District: District Manager  
19950 Nugent Street  
Orlando, Florida 32833

With a copy to: Lewis, Longman and Walker, P.A.  
360 Rosemary Avenue, Suite 1100  
West Palm Beach, Florida 33401

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 address or official for notice purposes by giving the other party notice as provided herein.

10. **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 and wording herein shall be construed equally for and against the Parties.

11. **Headings.** The headings or captions of sections or subsections used in this Agreement are merely for the convenience of the Parties for reference only and are not intended to define or limit their contents and are not intended to affect the construction of or to be taken into consideration in interpreting this Agreement.

12. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials, and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs, and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or of the provisions of Section 768.28, Florida Statutes. The foregoing

shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

13. **Force Majeure.** A party's obligations under this Agreement shall be excused if and to the extent that, the party is unable to perform because of any event of "Force Majeure." In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination of the event or cause that excused performance. Force majeure is defined as any act, event, or condition to the extent it adversely impacts the cost of performance of, or adversely affects the ability of either party to perform any obligation under this Agreement.

14. **Negligent Acts.** In the performance of any party's obligations under this Agreement each party shall be responsible for any willful or negligent actions resulting in damage to property or injury or death to persons and shall indemnify and hold harmless the other party.

15. **Termination.** Either Party upon 90 days prior written notice to the other Party may unilaterally terminate this Agreement.

IN WITNESS WHEREOF, County and District have executed this Agreement as of the dates written below.

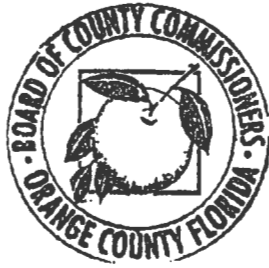
**Board of Supervisors of the Ranger  
Drainage District**

By: David Mauck  
David Mauck, President

Date: September 7, 2022

**ATTEST:**

By: David Mullins  
Secretary



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

By: Jerry L. Demings  
for Jerry L. Demings  
Orange County Mayor

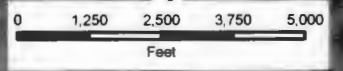
**ATTEST:** Phil Diamond, CPA, County Comptroller  
for As Clerk of the Board of County Commissioners

By: Katie Smith



**Appendix "A"**

Ranger Drainage



**Appendix "A"**  
**Ranger Drainage District**  
**Interlocal Agreement**

Author: George Shupp  
Checked by:  
Date Saved: 1/6/2022

*All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness or completeness.*