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**INTERLOCAL AGREEMENT**

**between**

**ORANGE COUNTY, FLORIDA**

**and**

**CITY OF APOPKA, FLORIDA**

**Regarding**

**OCOEE APOPKA ROAD DRAINAGE PROJECT**

Approved by the Orange County Board  
of County Commissioners

\_\_\_\_\_, 2026

Approved by the City of Apopka.  
City Council

2/18 \_\_\_\_\_, 2026

# **INTERLOCAL AGREEMENT**

between

**ORANGE COUNTY, FLORIDA**

and the

**CITY OF APOPKA, FLORIDA**

Regarding

## **OCOEE APOPKA ROAD DRAINAGE PROJECT**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between **Orange County**, a Charter County and political subdivision of the State of Florida ("County"), and the **City of Apopka, Florida**, a municipal corporation created and existing under the laws of the State of Florida ("City").

### **RECITALS**

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

**WHEREAS**, City has authority pursuant to Section 166.021, Florida Statutes, to enter into agreements;

**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 public roads, pursuant to Section 335.01(1), Florida Statutes;

**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,

including, but not limited to, 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...";

**WHEREAS**, the term "road" also implicitly includes, but is not limited to, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs) within the right-of-way;

**WHEREAS**, according to Section 335.01(2), Florida Statutes, public roads are divided into four systems: (1) the "county road system"; (2) the "city street system"; (3) the "State Highway System"; and (4) the "State Park Road System";

**WHEREAS**, the "county road system" is defined by Section 334.03(8), Florida Statutes, as "all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System";

**WHEREAS**, the "city street system" is defined by Section 334.03(3), Florida Statutes, as "all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system";

**WHEREAS**, pursuant to Section 335.0415(1), Florida Statutes, the jurisdiction of public roads and the responsibility for operation and maintenance within the right-of-way of any road within the state, county, and municipal road systems shall be that which existed on June 10, 1995;

**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**, all references to Florida Statutes within this Interlocal Agreement are intended to and shall include all amendments and updates to such Statutes;

**WHEREAS**, The County has designed improvements to the Ocoee–Apopka Road Drainage System (the “Project”) between West 13th Street and South Hawthorne Avenue. During the design phase, a utility conflict was identified. The County and the City of Apopka have determined that the Project is in the best interest of both parties. To avoid delays to the Project, the County and the City have agreed that the City shall reimburse the County for the costs associated with the utility relocation required as a result of the Project.

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

- 1. Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.
- 2. City’s Payment** the Parties find and declare that the City’s participation in the County’s Project serves a valid public purpose and is in the best interests of the residents of both the City and the County, and that the Project is necessary to improve drainage along Ocoee–Apopka Road. Accordingly, and subject to the terms of this Agreement, the City agrees to participate in the Project as provided herein.

Within thirty (30) days following completion of the Project, as evidenced by a Notice of Completion issued by the County and mutually acknowledged by the Parties, such acknowledgment not to be unreasonably withheld, the City shall reimburse the County in an

amount not to exceed two hundred thousand dollars (\$200,000.00) for eligible utility relocation costs incurred by the County in connection with the Project (the "City Payment"). Payment shall be made by check or wire transfer.

The City Payment shall be due and payable within sixty (60) days after the County submits a written request for reimbursement to the City, together with reasonable supporting documentation, which shall include: (i) the Notice of Completion of the Project; (ii) the requested amount of the City Payment; and (iii) contractor invoices or other documentation evidencing the actual utility relocation costs incurred by the County (the "Relocation Cost").

In no event shall the City's reimbursement obligation exceed the actual Relocation Cost incurred by the County. Accordingly, the City Payment shall be reduced on a dollar-for-dollar basis to the extent that the Relocation Cost is less than two hundred thousand dollars (\$200,000.00)

**3. Torts.** Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts shall lie with City.

**4. Indemnity.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials, employees, and volunteers from all claims, actions losses, suits, judgments, fines, liabilities, cost, and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those of its officials, employees, or volunteers acting within the scope of their engagement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28, Florida Statutes. Nothing contained in this provision shall constitute a waiver of sovereign immunity or the provisions of Section

768.28, Florida Statutes, by either party. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, volunteers, or contractors.

**5. Powers.** Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Interlocal Agreement, City shall have the same governmental, corporate, and proprietary powers with relation to the Road Segments that City has with relation to other public roads and rights-of-way within its jurisdiction.

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

**7. 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 their respective legal counsel prior to its execution, such that all language and wording herein shall be construed equally against the parties.

**8. Headings.** The headings or captions of sections or subsections used in this interlocal Agreement are merely for the convenience of the parties for reference only and are not

intended to define or limit their contents, nor are they intended to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement

**9. Severability.** The provisions of this Interlocal Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

**10. Governing Law; Venue; Attorney's Fees and Costs.**

1. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
2. Venue for any action arising out of or related to this Interlocal Agreement shall lie in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.
3. In the event a party deems it necessary to take legal action to enforce any provisions of this interlocal Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

**11. Entire Agreement.** This Interlocal Agreement, along with any 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 have no further effect.

**12. Amendments.** This Interlocal Agreement may be amended only by express written instrument approved by County's Board of County Commissioners and City's City Council and executed by the authorized officers of each party.

**13. Counterparts.** This Interlocal 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.

**14. Notices.** Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) 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; or when sent by electronic mail, and 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 a copy to:        County Attorney  
Orange County Administration Center  
201 South Rosalind Avenue  
Orlando, FL 32802  
Facsimile: (407) 836-5888

If to City:              Public Works Director / City Engineer  
City of Apopka  
Public Works Department  
748 East Cleveland Street  
Apopka, FL 32703  
Facsimile: (407) 703-1791

With a copy to:        City Attorney  
City of Apopka  
120 East Main Street  
Apopka, FL 32703  
Facsimile: (407) 703-1793

In all cases, a notice shall be deemed delivered to a party only upon delivery of the notice to the person or official 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 section.

**15. Effective Date.** This Interlocal Agreement shall become effective on the date of execution by County or the date of execution by City, whichever date is later.

[Signature pages follow]

**IN WITNESS WHEREOF**, the parties have executed this Interlocal Agreement as of the day and year indicated below.

**COUNTY**

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_, 2026

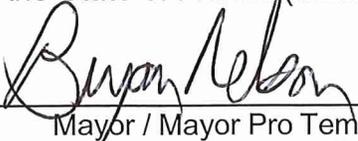
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Print name: \_\_\_\_\_

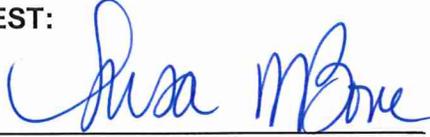
[Signatures continue on following page]

**CITY OF Apopka**, municipal corporation  
organized and existing under the laws  
of the State of Florida (SEAL)

By:   
Mayor / Mayor Pro Tem

Date: 2/18, 2026

**ATTEST:**

By:   
City Clerk