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4 **ORANGE COUNTY, FLORIDA**
5 *and*
6 **SEMINOLE COUNTY, FLORIDA**
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9 **INTERLOCAL AGREEMENT**
10 *for*
11 **AQUATIC PLANT CONTROL ON LAKE PICKETT**
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16 **THIS INTERLOCAL AGREEMENT** is made and entered into by and between
17 **Orange County, Florida**, a charter county and political subdivision of the State of
18 Florida (“Orange County”), and **Seminole County, Florida**, a political subdivision of the
19 State of Florida (“Seminole County”).
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21 **WITNESSETH:**
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23 **WHEREAS**, both parties are concerned and interested in the timely and adequate
24 provision of aquatic plant control to Lake Pickett through herbicide treatments and grass
25 carp stocking; and
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27 **WHEREAS**, Lake Pickett is within the political boundaries of Seminole County
28 and Orange County; and
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30 **WHEREAS**, in June 2012, Seminole County terminated the 1996 Lake Pickett
31 Interlocal Agreement dealing with aquatic plant control, and both counties desire to
32 approve a new Interlocal Agreement; and
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34 **WHEREAS**, the parties have determined that aquatic plant control through
35 herbicide treatments and grass carp stocking can be accomplished efficiently,
36 economically, and fairly in the manner set forth in this Interlocal Agreement; and
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38 **WHEREAS**, Orange County has a Lake Pickett MSTU to help fund aquatic plant
39 control; and
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41 **WHEREAS**, similarly, Seminole County has a Lake Pickett MSBU to help fund
42 aquatic plant control; and
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44 **WHEREAS**, entering into this Interlocal Agreement is in the best interest of the
45 citizens of Seminole County and Orange County as it will benefit the health, safety, and
46 welfare of said citizens.

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NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, Orange County and Seminole County agree as follows:

SECTION 1. RECITALS. The recitals, above, are true and form a material part of this Interlocal Agreement.

SECTION 2. PURPOSE. The purpose of this Interlocal Agreement is to establish the terms and conditions for the control of aquatic plants in Lake Pickett in Orange County and in Seminole County, primarily through herbicide treatments, and supplementally through biological methods available with triploid grass carp fish stocking. As of the date of this Interlocal Agreement, biological plant control via stocking the lake with triploid grass carp fish has not been implemented. Prior to pursuing an initial triploid grass carp fish stocking, the stipulations noted in Section 4 (f) of this Interlocal Agreement shall be honored by both Orange County and Seminole County.

SECTION 3. TERM. This Interlocal Agreement shall commence and become effective upon execution of the Interlocal Agreement by the parties, the later date of execution controlling. This Interlocal Agreement shall be effective for an initial period of two years, and shall be reviewed at the end of the first two (2) year term, and shall automatically renew thereafter for successive periods of three (3) years each, unless earlier terminated as provided herein.

SECTION 4. INTERGOVERNMENTAL COORDINATION; LAKE MANAGEMENT PLAN; COMMUNITY LIAISONS; GOOD FAITH ESTIMATE OF ANNUAL COSTS; COST SHARES, ANNUAL BUDGETED AMOUNTS, GRASS CARP BARRIERS, RECORD REQUESTS, AND SUPPLEMENTAL SERVICES.

(a) Staff from Orange County and Seminole County shall meet at least once a year to confirm the lake management plan for aquatic plant control on Lake Pickett. These meetings shall be open to the liaisons designated by the respective County communities with anticipation that the Orange County Lake Pickett MSTU and the Seminole County Lake Pickett MSBU will be each represented by at least one, but no more than 3 community liaisons from each of the two respective County communities. Each County shall be responsible for offering, encouraging and supporting liaison participation opportunity from its respective County community. The liaisons designated by the respective County communities will be formally recognized through Board of County Commissioner appointment as initiated by the respective District Commissioner.

(b) At the meetings, staff shall (1) present a review of prior year financial activity, (2) confirm current year treatment plans and funding status, and (3) establish a lake management plan with agreement on a good faith estimate of the annual cost for the next fiscal year. Thereafter, the staff shall submit the good faith estimate to both Boards of County Commissioners for future year budget consideration based on an equal cost sharing [50/50] of the estimated annual cost.

91 (c) The intent of this Interlocal Agreement is that each County pays 50% of
92 the annual actual cost of aquatic plant control in Lake Pickett. During the annual budget
93 hearings, each Board of County Commissioners shall endeavor to adopt an annual
94 budgeted amount to fund 50% of the good faith estimate of the annual costs of the lake
95 management plan. However, if either Board or both Boards adopt an annual budgeted
96 amount less than 50% of the good faith estimate of the annual cost, the maximum annual
97 actual cost associated with the lake management plan will be reduced accordingly, such
98 that neither County is obligated to fund more than 50% of the annual actual cost during
99 the fiscal year. In the event that budgeted funding amount is less than the good faith
100 estimate of the annual cost, staff shall reconvene to amend the lake management plan to
101 accommodate available funding.

102 (d) Each fiscal year, the annual budgeted amount established by each County
103 Board of County Commissioners in support of the annual lake management plan shall
104 serve as the maximum amount either County will be required to contribute towards
105 aquatic plant control in Lake Pickett during that fiscal year.

106 (e) County records substantiating expenditures on behalf of the Lake Pickett
107 aquatic plant control shall be made available within 10 working days following receipt of
108 request.

109 (f) Use of biological methods (e.g. triploid grass carp fish) for controlling
110 hydrilla are often recommended and used successfully in conjunction with chemical
111 (herbicide) methods when seeking to control hydrilla, a highly invasive non-native
112 aquatic plant, which has established a presence in Lake Pickett. As triploid grass carp
113 fish have not been used in Lake Pickett for controlling hydrilla at the time of entering this
114 Interlocal Agreement, Orange County and Seminole County agree to provide information
115 regarding this biological method of controlling hydrilla to their respective County
116 community, and will offer opportunity at a public meeting for the respective County
117 community to review, discuss and provide feedback regarding use of triploid grass carp
118 fish to control hydrilla. Written notification of such meeting(s) will be mailed by each
119 County to their respective County community at least 3 calendar weeks prior to the
120 meeting date. If so agreed by Orange County and Seminole County, a single meeting
121 consisting of the Lake Pickett community may be held in lieu of separate County
122 community meetings. Expenditures related to these activities will be funded by each
123 County's respective MSTU/MSBU Lake Pickett fund. Neither Orange County nor
124 Seminole County shall proceed with an initial stocking of triploid grass carp stocking,
125 inclusive of barrier installations, in Lake Pickett prior to such meeting(s) being held. The
126 meeting(s) are only necessary to discuss the initial stocking of triploid grass carp fish;
127 subsequent stocking will be addressed through routine lake management planning as
128 defined in this Interlocal Agreement.

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131 (g) Should an initial stocking of grass carp stocking be confirmed as noted above,
132 each County shall be *solely* responsible for installing, maintaining, and monitoring grass
133 carp fish barriers located within its respective boundary. The costs associated with such
134 fish barrier activities shall be borne *solely* by each County.

135 (h) Each County retains the right to independently fund and provide
136 supplemental aquatic plant control within its geographic boundaries at its discretion,
137 providing such activities are supported by best lake management practices for these
138 public services. If either County chooses to exercise these rights, the other County has no
139 obligation to provide matching or supplemental funding. In the event that either County
140 chooses to independently provide and fund such services, the County agrees to provide
141 notice to the other County at least thirty (30) days prior to the commencement of any
142 service or treatment (or series of services or treatments).

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144 **SECTION 5. OBLIGATIONS OF SEMINOLE COUNTY.**
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146 (a) Seminole County shall be responsible for participating in lake
147 management planning/budgeting meetings, providing communication to its respective
148 community and community liaisons; and for providing funding for its respective cost
149 share of aquatic plant control, and providing payment to Orange County as per terms of
150 Sections 4 and 8 of this Interlocal Agreement.

151 (b) Seminole County shall be responsible for offering, encouraging and
152 supporting liaison participation opportunity from its respective County community.

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154 **SECTION 6. OBLIGATIONS OF ORANGE COUNTY.**
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156 (a) Orange County shall be responsible for participating in lake management
157 planning/budgeting meetings, providing communication to its respective community and
158 community liaisons; and for providing funding for its respective cost share of aquatic
159 plant control as per terms of Sections 4 and 8 of this Interlocal Agreement.

160 (b) Orange County shall be responsible for offering, encouraging and
161 supporting liaison participation opportunity from its respective County community.

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163 (c) Orange County shall be responsible for coordinating and providing all
164 labor, equipment, grass carp, and chemicals necessary to conduct herbicide applications
165 to provide aquatic plant control in Lake Pickett within the annual budget amounts as per
166 terms of Sections 4 and 8 of this Interlocal Agreement.

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168 (d) Orange County shall not be under any obligation to perform any services
169 or treatments under the Interlocal Agreement during any fiscal year until Seminole
170 County has advanced or paid Orange County its fifty percent (50%) share of the actual
171 costs for such services or treatments in accordance with Sections 4 and 8.

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173 **SECTION 7. TERMS DEFINED.** For purposes of this Interlocal Agreement,
174 the following terms are defined as follows:

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176 (a) “annual actual costs” mean the costs for the applicable fiscal year of the:
177 (i) chemicals, (ii) labor, and (iii) equipment necessary for herbicide application, and (iv)
178 grass carp.

179 (b) “annual budgeted amount” means the amount separately established
180 during the budget process by both Seminole County and Orange County as the maximum
181 amount of annual actual costs that Seminole County and Orange County will each be
182 required to contribute towards aquatic plant control in Lake Pickett in any one fiscal year.

183 (c) “annual lake management plan” means those plans establish by mutual
184 agreement of both Counties as per Section 4 (a). At minimum, the annual lake
185 management plan will include (i) review of current lake conditions, (ii) targeted aquatic
186 plant species, (iii) proposed treatments, (iv) good faith estimate of annual cost, and (v)
187 contingency provisions.

188 (d) “aquatic plant control” includes spot and full lake treatments
189 accomplished by herbicide application, grass carp stocking, or a combination of both.
190 Aquatic plant species targeted for control shall be identified in annual lake management
191 plan.

192 (e) “County community” means the owners of the property respective to each
193 County as included in the respective Lake Pickett MSTU/MSBU boundaries.

194 (f) “equipment cost” means cost associated with equipment used during
195 application of herbicide. The rates for such equipment operated by Orange County will be
196 based upon the then current FEMA rates. Contracted equipment will be funded as per
197 contracted terms and conditions stipulated in annual lake management plan.

198 (g) “labor cost” means labor cost incurred in association with application of
199 herbicide. Labor provided by Orange County employees will be funded on a “charge-
200 back methodology” which is a semi-loaded rate (currently a 1.4165 multiplier applied to
201 employee hourly rates); Contracted labor will be funded as per contracted terms and
202 conditions stipulated in annual lake management plan. Supervisory, consultant, and/or
203 managerial labor cost is excluded from labor expenses under terms of this Interlocal
204 Agreement.

205 (h) “Lake Pickett community” means owners of all property included
206 collectively in the Lake Pickett MSTU [Orange County] and MSBU [Seminole County]
207 boundaries.

208 (i) “liaison” or “community liaison” means a voluntary representative of a
209 County community that is an owner of property that is taxed [Orange County MSTU] or
210 assessed [Seminole County MSBU] for the purpose of funding aquatic plant control
211 within Lake Pickett. Liaisons are designated by the respective County communities,
212 formally recognized through Board of County Commissioner appointment, with
213 responsibility for representing their respective County community at meetings,
214 contributing in the evaluation and formation of lake management plans, and for assisting
215 with disbursement of information and encouraging educational opportunities that
216 promotes sound environmental stewardship.

217 (j) “Notice of Intention to Terminate” means a formal declaration of a
218 County’s plan to pursue action to terminate the Interlocal Agreement; communication
219 delivered prior to taking confirming termination action.

220 (k) "Notice of Termination" means a formal declaration by a County that the
221 Interlocal Agreement is terminated; includes effective date of termination as per stated
222 provisions.
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225 **SECTION 8. BILLING AND PAYMENT.**
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227 (a) At least thirty (30) days prior to the commencement of any service or
228 treatment (or series of services or treatments) by Orange County under Section 6(c), an
229 itemized invoice properly dated, describing the service(s) or treatment(s) to be rendered,
230 the actual costs associated with the service(s) or treatment(s) to be provided, and all other
231 information required, if any, by this Interlocal Agreement, shall be sent to Seminole
232 County.

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234 (b) Notwithstanding Section 8(a), for areas twenty (20) acres or less in size,
235 Orange County may service or treat the area *before* being paid by Seminole County for
236 such service or treatment. In each such case, Orange County shall submit an invoice for
237 such service or treatment within thirty (30) days after such treatment or service.

238 (c) As to Seminole County, the original invoice shall be sent to:

239 Director of County Finance
240 Seminole County Board of County Commissioners
241 Post Office Drawer Q
242 Sanford, Florida 32772-0869
243

244 A duplicate copy of the invoice shall be sent to:

245 Manager
246 MSBU Program
247 Seminole County Services Building
248 1101 East First Street
249 Sanford, Florida 32771
250 and/or via email to: MSBUProgram@seminolecountyfl.gov
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252 (d) Seminole County shall make payment within thirty (30) days of receipt of
253 an invoice or invoices, and payments shall be made payable to the "Orange County Board
254 of County Commissioners." Payment shall be sent to:

255 Environmental Protection Division
256 Attn: Lake Management Section
257 800 Mercy Drive, Suite 4
258 Orlando, Florida 32808
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260 (e) In the event of a disagreement over the services or treatments rendered or
261 to be rendered or the actual costs thereof, the rendering of future services or treatments by
262 Orange County may be halted or withheld until agreement is reached between the parties
263 and the agreed upon actual costs are paid to Orange County.

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SECTION 9. TERMINATION. This Interlocal Agreement may be terminated by either County at any time, with or without cause, upon not less than ninety (90) days written notice of intention to terminate and not less than forty-five (45) days written notice of termination; each delivered to the other County. In conjunction with notice of intent and/or notice of termination, each County is responsible for providing notification of issuance and/or receipt of such status to its respective County community within the same time parameter. Any obligations under this Interlocal Agreement incurred prior to the termination date shall survive the termination and be performed or paid, as the case may be.

SECTION 10. INDEMNIFICATION. Neither party to this Interlocal Agreement, its officers, employees and agents shall be deemed to assume any liability for the acts, omissions and negligence of the other party, its officers, employees and agents.

SECTION 11. ASSIGNMENTS. Neither party to this Interlocal Agreement shall assign this Interlocal Agreement, nor any interest arising herein, without the written consent of the other.

SECTION 12. NOTICES. Whenever either party gives notice to the other, notice shall be sent to:

For Seminole County:
Manager
MSBU Program
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For Orange County:
Manager
Environmental Protection Division
800 Mercy Drive, Suite 4
Orlando, Florida 32808

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 13. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Interlocal Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted.

306 **IN WITNESS WHEREOF**, the parties have approved and executed this
307 Interlocal Agreement on the dates written below.

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ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs, County Mayor

Date: _____, 2013

319 ATTEST: MARTHA O. HAYNIE, County Comptroller
320 As Clerk of the Board of County Commissioners

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322 By: _____
323 Deputy Clerk
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SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

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By: _____
_____, County Chairman

Date: _____, 2013
As authorized for execution by the
Board of County Commissioners
at their _____, 2013
regular meeting.

339 ATTEST: Maryanne Morse, as
340 Clerk of the Board of County Commissioners
341 Of Seminole County, Florida.

342
343 By: _____
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345 For the use and reliance of Seminole only.
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347 Approved as to form and legal sufficiency.

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349 _____
350 County Attorney
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