



**Interoffice Memorandum**

**APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS**

**MAR 12 2013** *JW/BS*

**AGENDA ITEM**

February 18, 2013

**TO:** Mayor Teresa Jacobs  
—AND—  
Board of County Commissioners

**FROM:** Jon V. Weiss, Director *JV*  
Community, Environmental and Development  
Services Department

**CONTACT PERSON:** **Lori Cunniff, CEP, CHMM, Deputy Director  
Community, Environmental and Development  
Services Department  
(407) 836-1406**

**SUBJECT:** March 12, 2013 – Consent Item  
Interlocal Agreement between Orange County and  
Seminole County for Aquatic Plant Management on  
Lake Pickett

Orange and Seminole counties wish to re-establish an interlocal agreement for aquatic plant management on Lake Pickett. Lake Pickett is located within the political boundaries of both Seminole and Orange County. Both counties have determined that aquatic plant control through herbicide treatments and grass carp stocking can be accomplished efficiently, economically, and fairly in the manner set forth in this Interlocal Agreement.

This agreement sets forth the several provisions, including its term, intergovernmental coordination, obligations and cost sharing, and reporting requirements. The Agreement has been approved as to its form by the County Attorney's Office.

**ACTION REQUESTED: Approval of Orange County, Florida and Seminole County, Florida Interlocal Agreement for Aquatic Plant Control on Lake Pickett. District 5**

JVW/LC:mn

Attachments

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**ORANGE COUNTY, FLORIDA**  
*and*  
**SEMINOLE COUNTY, FLORIDA**

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**INTERLOCAL AGREEMENT**  
*for*  
**AQUATIC PLANT CONTROL ON LAKE PICKETT**

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**THIS INTERLOCAL AGREEMENT** is made and entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida ("Orange County"), and **Seminole County, Florida**, a political subdivision of the State of Florida ("Seminole County").

**WITNESSETH:**

**WHEREAS**, both parties are concerned and interested in the timely and adequate provision of aquatic plant control to Lake Pickett through herbicide treatments and grass carp stocking; and

**WHEREAS**, Lake Pickett is within the political boundaries of Seminole County and Orange County; and

**WHEREAS**, in June 2012, Seminole County terminated the 1996 Lake Pickett Interlocal Agreement dealing with aquatic plant control, and both counties desire to approve a new Interlocal Agreement; and

**WHEREAS**, the parties have determined that aquatic plant control through herbicide treatments and grass carp stocking can be accomplished efficiently, economically, and fairly in the manner set forth in this Interlocal Agreement; and

**WHEREAS**, Orange County has a Lake Pickett MSTU to help fund aquatic plant control; and

**WHEREAS**, similarly, Seminole County has a Lake Pickett MSBU to help fund aquatic plant control; and

**WHEREAS**, entering into this Interlocal Agreement is in the best interest of the citizens of Seminole County and Orange County as it will benefit the health, safety, and welfare of said citizens.



**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 or ratification 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.



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

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

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

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

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

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

#### **SECTION 5. OBLIGATIONS OF SEMINOLE COUNTY.**

(a) Seminole County shall be responsible for participating in lake management planning/budgeting meetings, providing communication to its respective community and community liaisons; and for providing funding for its respective cost share of aquatic plant control, and providing payment to Orange County as per terms of Sections 4 and 8 of this Interlocal Agreement.

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

#### **SECTION 6. OBLIGATIONS OF ORANGE COUNTY.**

(a) Orange County shall be responsible for participating in lake management planning/budgeting meetings, providing communication to its respective community and community liaisons; and for providing funding for its respective cost share of aquatic plant control as per terms of Sections 4 and 8 of this Interlocal Agreement.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

(k) "Notice of Termination" means a formal declaration by a County that the Interlocal Agreement is terminated; includes effective date of termination as per stated provisions.

#### **SECTION 8. BILLING AND PAYMENT.**

(a) At least thirty (30) days prior to the commencement of any service or treatment (or series of services or treatments) by Orange County under Section 6(c), an itemized invoice properly dated, describing the service(s) or treatment(s) to be rendered, the actual costs associated with the service(s) or treatment(s) to be provided, and all other information required, if any, by this Interlocal Agreement, shall be sent to Seminole County.

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

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

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Drawer Q  
Sanford, Florida 32772-0869

A duplicate copy of the invoice shall be sent to:

Manager  
MSBU Program  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771  
and/or via email to: [MSBUProgram@seminolecountyfl.gov](mailto:MSBUProgram@seminolecountyfl.gov)

(d) Seminole County shall make payment within thirty (30) days of receipt of an invoice or invoices, and payments shall be made payable to the "Orange County Board of County Commissioners." Payment shall be sent to:

Environmental Protection Division  
Attn: Lake Management Section  
800 Mercy Drive, Suite 4  
Orlando, Florida 32808

(e) In the event of a disagreement over the services or treatments rendered or to be rendered or the actual costs thereof, the rendering of future services or treatments by Orange County may be halted or withheld until agreement is reached between the parties and the agreed upon actual costs are paid to Orange County.



**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.



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



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs, County Mayor

Date: *for March 12*, 2013

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

By: *Katli Smith*  
Deputy Clerk

**SEMINOLE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *[Signature]*  
County Chairman

Date: *02/28/13*, 2013  
As authorized for execution by the  
Board of County Commissioners  
at their *February 26*, 2013  
regular meeting.

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

By: *[Signature]*

For the use and reliance of Seminole only.

Approved as to form and legal sufficiency.

*[Signature]*  
County Attorney