

**INTERLOCAL AGREEMENT BETWEEN  
SEMINOLE COUNTY AND CITY OF CASSELBERRY  
AQUATIC VEGETATION CONTROL IN HOWELL CREEK**

**THIS INTERLOCAL AGREEMENT** is made and entered into as of the date of last execution below, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is COUNTY Seminole Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **CITY OF CASSELBERRY**, a municipal corporation of the State of Florida, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CITY".

**WITNESSETH:**

**WHEREAS**, pursuant to the Florida Interlocal Cooperation Act, Chapter 163, Florida Statutes, local governments are encouraged to make efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and to provide services in a manner that will accord best with geographic and other factors influencing the needs of local communities; and

**WHEREAS**, COUNTY and CITY are concerned and interested in the timely and adequate provision of aquatic vegetation control to Howell Creek located within the political boundaries of both COUNTY and CITY; and

**WHEREAS**, the provision of aquatic vegetation control to Howell Creek will specifically benefit the waterfront properties on Howell Creek; and

**WHEREAS**, COUNTY has established a municipal service benefit unit (MSBU) within its jurisdiction to fund the provision of such aquatic vegetation control in Howell Creek; and

**WHEREAS**, COUNTY and CITY have determined that their respective resources will be most efficiently used through mutual cooperation in the manner set forth in this Interlocal Agreement,

**NOW THEREFORE**, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and CITY 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 provide for certain terms and conditions for the mutual funding by both COUNTY and CITY of, and the performance by COUNTY of services related to, certain aquatic vegetation control in Howell Creek.

**Section 3. Term.** This Interlocal Agreement shall commence and become effective upon the date of last execution of this Interlocal Agreement by the parties below. This Interlocal Agreement shall automatically be renewed thereafter for successive periods not to exceed one (1) year each unless earlier terminated as provided herein.

**Section 4. COUNTY Obligations.**

(a) To the extent that MSBU funds are collected and available to COUNTY for such purpose, COUNTY shall be responsible for funding fifty percent (50%) of the annual actual costs of aquatic vegetation control management by chemical, mechanical or biological methods, or any combination of these alternatives, associated with Howell Creek. Actual costs shall include the cost of: (i) the chemicals necessary for herbicide application; (ii) biological intervention (triploid grass carp stocking); (iii) grass carp barrier maintenance; and (iv) all labor and equipment costs associated with performing services listed in this Section.

(b) COUNTY shall be responsible for: (i) coordinating treatment, communication and assessment activities related to waterfront properties located within COUNTY, as applicable; (ii) conducting an on-site evaluation of Howell Creek at least twice each fiscal year; (iii) participating at least once a year with CITY in formulating annual aquatic vegetation control management and budget plans for Howell Creek; and (iv) participating in public meetings scheduled to include owners of waterfront property on Howell Creek.

(c) To the extent funds are available for such purpose, COUNTY shall be responsible for providing all labor, equipment and chemicals necessary to conduct inspection, herbicide applications and monitoring associated with the provisions of aquatic vegetation control in Howell Creek.

(d) COUNTY will responsible for providing sixty (60) days advance notification in writing to CITY of anticipated project costs and for funding requirements as per cost share percentages.

**Section 5. CITY Obligations.**

(a) CITY shall be responsible for funding fifty percent (50%) of the annual actual costs of aquatic vegetation control management by chemical (herbicide application), biological, or mechanical means, or any combination of these alternatives. Actual costs shall include the cost of: (i) chemicals necessary for herbicide application (both initial and follow-up treatments); (ii) biological intervention (triploid grass carp stocking); (iii) grass carp barrier maintenance; and (iv) all labor and equipment costs associated with performing services listed in this Section.

(b) The amount of work projected/performed for any one (1) year and reflected by the actual costs shall be determined by the combined annual budgeted amounts of COUNTY and CITY.

(c) CITY shall be responsible for: (i) coordinating communication and funding activities related to properties located within CITY; (ii) participating at least once a year with COUNTY in formulating annual management and budget plans for Howell Creek; and (iii) participating in public meetings scheduled to include owners of waterfront property on Howell Creek.

**Section 6. Billing and Payment.**

(a) Aquatic plant control services and products provided by COUNTY will be calculated and billed according to acquisition cost. Exhibit A provides a summary of COUNTY's acquisition costs for aquatic plant control as of the initial effective date of this Agreement. Annual and/or periodic adjustments to acquisition costs may be required and shall be communicated via written notification to be provided a minimum of sixty (60) days prior to the effective date of a change in acquisition cost.

(b) COUNTY shall submit a request to CITY within thirty (30) days of any planned or conducted aquatic vegetation control treatment or series of treatments. The request shall include an itemized original invoice properly dated, describing the services rendered or to be rendered, the actual costs associated with the services provided, and all other information required by this Interlocal Agreement

(c) COUNTY agrees to calculate, and CITY agrees to pay equipment rates based upon the then current contracted rates as designated on Exhibit A attached hereto.

(d) COUNTY invoices shall be sent to CITY at:

City Manager  
City of Casselberry  
95 Triplet Lake Drive  
Casselberry, Florida 32707

(e) Payment shall be made after review and approval by CITY (which shall not be unreasonably withheld) within thirty (30) days of receipt of invoice. Payment shall be made Seminole County Board of County Commissioners and sent to:

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

(f) In the event of a disagreement over the services to be rendered or the actual costs thereof, the rendering of such services by COUNTY for which payment from CITY would otherwise be contemplated shall cease until agreement is reached between COUNTY and CITY and the agreed upon actual costs are paid to COUNTY. This Section shall not be interpreted to prevent COUNTY or CITY from rendering such necessary maintenance services in Howell Creek in their respective boundaries during such period of disagreement as are deemed urgent by either COUNTY or CITY and as are funded solely through their respective funds.

**Section 7. Termination.** This Interlocal Agreement may be terminated by either COUNTY or CITY without cause, upon written notice delivered to either party not less than ninety (90) days prior to stated termination date. However, any obligation under this Interlocal Agreement incurred prior to the termination date shall survive the termination and be performed or paid, as the case may be. In the event of termination, CITY shall pay any remaining outstanding invoices from COUNTY for services rendered prior to the effective date of such termination. After such termination, COUNTY and CITY shall have no obligation to perform aquatic vegetation control in Howell Creek as contemplated by this Interlocal Agreement. After such termination, the COUNTIES shall have the right, but no obligation under this Interlocal Agreement, to continue aquatic vegetation control in Howell Creek in their respective boundaries.

**Section 8. 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 9. 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 10. Notices.** Whenever either COUNTY or CITY desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

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

**For CITY:**

Assistant Public Works Director  
City of Casselberry  
95 Triplet Lake Drive  
Casselberry, Florida 32707

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

**Section 11. Compliance with Laws and Regulations.** In providing all services pursuant to this Interlocal Agreement, COUNTY and CITY 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.

**Section 12. Amendment and Waiver.** Neither this Interlocal Agreement nor any portion of it may be modified or waived orally. The provisions of this Interlocal Agreement may be amended or waived only pursuant to an instrument in writing approved by the Seminole County Board of County Commissioners and City of Casselberry Board of City Commissioners

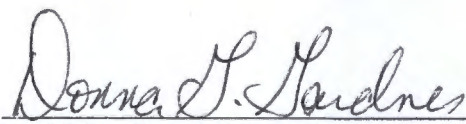
and jointly executed by COUNTY and CITY. Either COUNTY or CITY shall have the right, but not the obligation, to waive any right or conditions intended for the benefit of COUNTY or CITY without being deemed to have waived any other rights. Such waiver shall be valid only if expressly granted in writing as set forth above.

**Section 13. Third Party Beneficiary.** This Interlocal Agreement is binding upon and solely for the benefit of COUNTY and CITY and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party. Nothing in this Interlocal Agreement is intended or shall be construed to confer upon or give any person, corporation or governmental entity or agency, other than COUNTY and CITY, any right, remedy or claim under or by reason of this Interlocal Agreement or any provisions hereof.

**Section 14. Governing Law.** This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF,** COUNTY and CITY have executed this Interlocal Agreement as of the dates of last execution written below.


CITY OF CASSELBERRY, FLORIDA

  
\_\_\_\_\_  
DONNA GARDNER, City Clerk

By:   
\_\_\_\_\_  
CHARLENE GLANCY, Mayor

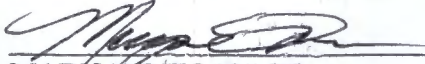
Date: 1/28/13

Approved as to form and  
legal sufficiency.

  
\_\_\_\_\_  
CATHERINE D. REISCHMANN, as  
Attorney for the City of Casselberry, Florida

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.



County Attorney

AEC/lpk

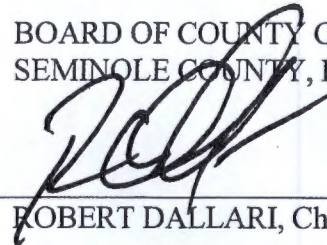
8/23/12 12/3/12

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Attachment:

Exhibit A – Rate Schedule

By:



ROBERT DALLARI, Chairman

Date:

02/28/13

As authorized for execution by the Board of County  
Commissioners at their February 26, 2013  
regular meeting.



**EXHIBIT A**

**Rate Table**

<b>APPLICATION CHARGE ONLY</b>			
Fee schedule for providing herbicide application services only. (Inclusive of all service components other than herbicide product as defined under Category A of the described <i>Scope of Work</i> )			Labor Rate \$55.00 per hour
<b>SUPPLEMENTAL SERVICES</b>			
Algae (filamentous)			\$190.58/ acre foot up to 4' FAD
Eelgrass			\$468.18/acre foot
Hydrilla (liquid)			\$172.20/acre foot
Hydrilla (granular)			\$299.38/acre foot
Naiad			\$258.74/acre up to 4'AD
<b>HERBICIDE PRODUCTS ONLY</b>			
<u>PRODUCT</u>	<u>EQUIVALENT</u>	<u>UNIT</u>	<u>UNIT COST</u>
2, 4-D (granular); Navigate		Pound (#)	\$ 4.76/#
2, 4-D (liquid); Aquatic labeled		Gallon (gl)	\$ 17.12/gl
AquaNeat ©	Aqua Master	Gallon (gl)	\$ 26.75/gl
Aquathol K (granular)		Pound (#)	\$ 17.01/#
Aquathol K (liquid)		Gallon (gl)	\$ 66.23/gl
ClearCast (Liquid)		Gallon (gl)	\$234.60/gl
ClearCast (granular)		40 pound (#) Bag	\$8.29/# (\$331.50/40# bag)
Clipper		5 Pound (#) Container	\$127.50/# (\$637.50/5# Container)
Earth Tec ©		Gallon (gl)	N/A
Habitat (or equivalent)		Gallon (gl)	\$ 107.00/gl
Hydrothol 191 (granular)		Pound (#)	\$ 2.89/#
Hydrothol 191 (liquid)		Gallon (gl)	\$ 68.16/gl
K-Tea	Captain	Gallon (gl)	\$ 15.52/gl
Optima (adjuvant) (or equivalent)		Gallon (gl)	\$ 37.45/gl
Polyan	Accuracy	Gallon (gl)	\$ 24.59/gl
Reward		Gallon (gl)	\$ 95.29/gl
Rodeo	Aqua Master	Gallon (gl)	\$ 26.75/gl
Sonar As (liquid)		Gallon (gl)	\$ 1,816.86/gl
Sonar SRP (pellets)		40 Pound (#) Pail	\$ 27.39/# (\$ 1,095.60 for 40# Pail)
Sonar Q (pellets)		40 Pound (#) Pail	\$ 26.69/# (\$ 1067.60 for 40# Pail)
Weedar 64		Gallon (gl)	\$ 17.12/gl