

**SPRING LAKE INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and entered this 25 day of January, 2007, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, and the CITY OF ALTAMONTE SPRINGS, a political subdivision of Seminole County, Florida, whose address is 225 Newburyport Ave, Altamonte Springs, Florida, 32701.

**WITNESSETH:**

**WHEREAS**, pursuant to Chapter 163, Florida Statutes, local governments are encouraged to cooperate on the basis of mutual advantage to provide services that will influence the needs of local communities; and

**WHEREAS**, the parties are concerned and interested in the timely and adequate provision of aquatic vegetation control to Spring Lake in unincorporated Seminole County and the City of Altamonte Springs; and

**WHEREAS**, it has been determined by the parties that aquatic vegetation control can be accomplished efficiently in the manner set forth in this Agreement; and

**WHEREAS**, entering this Interlocal Agreement is in the best interests of the citizens of unincorporated Seminole County and the City of Altamonte Springs as it will benefit the health, safety, and welfare of said citizens.

**NOW THEREFORE**, in consideration of mutual understandings and agreements set forth herein, the SEMINOLE COUNTY and CITY OF ALTAMONTE SPRINGS 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 vegetation in Spring Lake.

**SECTION 3 TERM.** This Interlocal Agreement shall commence upon execution of the Interlocal Agreement by the parties, the later date of execution controlling. 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 OBLIGATIONS OF SEMINOLE COUNTY.**

(a) SEMINOLE COUNTY shall be responsible for coordinating and preparation of all plans, specifications, and other professional services necessary to establish, inspect, and maintain aquatic weed control for Spring Lake

(b) SEMINOLE COUNTY shall be responsible for establishing and governing an MSBU and for assessing property cost share allocations according to annual budgeted amount established by SEMINOLE COUNTY.

**SECTION 5 OBLIGATIONS OF CITY OF ALTAMONTE SPRINGS.**

(a) CITY OF ALTAMONTE SPRINGS shall consider granting consent to SEMINOLE COUNTY to include the Spring Lake waterfront properties located within the municipality boundary of the City of Altamonte Springs in the assessment boundaries as defined by SEMINOLE COUNTY for the Spring Lake Municipal Services Benefit Unit [MSBU].

(b) CITY OF ALTAMONTE SPRINGS shall consider the adoption of an ordinance authorizing SEMINOLE COUNTY to levy the Spring Lake MSBU non-ad valorem assessments as deemed appropriate through the Spring Lake MSBU process, and to collect the non-ad valorem assessments according to the uniform method beginning with tax year 2007. The Ordinance shall be effective for the duration of the agreement and/or through the assessment commitment period associated with financed expenses and expenses incurred or under contract prior to notification of request to terminate the agreement.

CERTIFIED COPY

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA

BY: *Carlynn Cohen*  
DEPUTY CLERK



**SECTION 6 TERMINATION.** This agreement may be terminated, in whole or in part, by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party.

**SECTION 7 INDEMNIFICATION.** Neither party to this 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 8 ASSIGNMENTS.** Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

**SECTION 9 NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR SEMINOLE COUNTY

FOR CITY OF ALTAMONTE SPRINGS

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

City of Altamonte Springs  
225 Newburyport Ave  
Altamonte Springs, FL 32701

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

**SECTION 10 COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this 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 hereunto set their hands as of the dates written below.

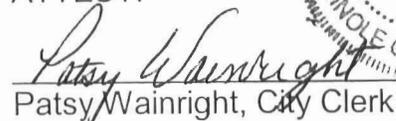
ADOPTED this 23 day of January, 2007.

**CITY OF ALTAMONTE SPRINGS**

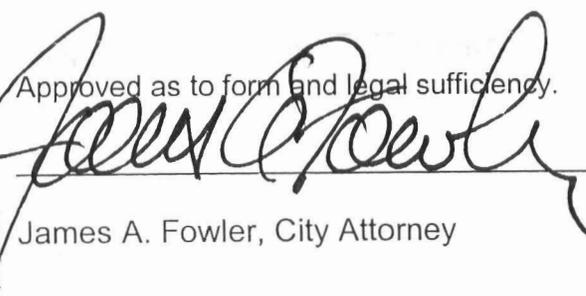


Russel E. Hauck, Mayor

ATTEST:

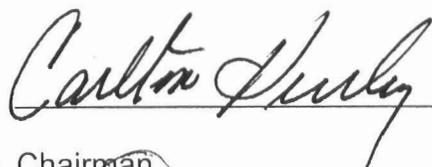
  
Patsy Wainright, City Clerk

Approved as to form and legal sufficiency.

  
James A. Fowler, City Attorney

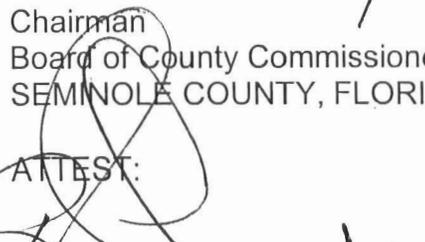
**SEMINOLE COUNTY GOVERNMENT**

BOARD OF COUNTY COMMISSIONERS

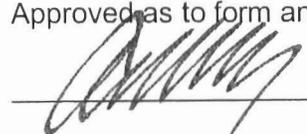


Chairman  
Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

Approved as to form and legal sufficiency.

  
County Attorney

