

**SEMINOLE COUNTY AND CITY OF OVIEDO INTERLOCAL AGREEMENT
HORSESHOE LAKE (NORTH) AQUATIC WEED CONTROL**

THIS INTERLOCAL AGREEMENT is made and entered into this 26 day of June, 2012, 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, hereinafter referred to as "COUNTY", and the **CITY OF OVIEDO**, a municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "CITY".

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 Horseshoe Lake (North) (the "Lake") located in the political boundaries of both Seminole County and the City of Oviedo; and

WHEREAS, the Lake has aquatic vegetation conditions which yield an essential need for inter-related lake management and aquatic vegetation control measures to secure optimal aquatic conditions in the Lake; and

WHEREAS, the provision of aquatic vegetation control to the Lake will specially benefit the lakefront properties on the Lake; and

WHEREAS, COUNTY wishes to establish a municipal service benefit unit (MSBU) to fund lake management and aquatic vegetation control on the Lake which will benefit lakefront properties in Seminole County and the City of Oviedo; and

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

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

NOW THEREFORE, in consideration of mutual understandings and agreements set forth herein, COUNTY and CITY agree as follows:

SECTION 1. RECITALS. The recitals, above, are true and correct, 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 on Horseshoe Lake (North) for the special benefit of properties located in both COUNTY and CITY and fronting on such Lake.

SECTION 3. TERM. This Interlocal Agreement shall commence and become effective upon the date of last execution of this Interlocal Agreement by the parties. 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 COUNTY.

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

(b) COUNTY shall be responsible for establishing and governing an MSBU for aquatic weed control on the Lake and for assessing property cost share allocations according to an annual budgeted amount established by COUNTY.

SECTION 5. OBLIGATIONS OF CITY.

(a) CITY shall grant consent to COUNTY to include the Lake waterfront properties located within the municipality boundary of the City of Oviedo in the assessment boundaries as defined by COUNTY for the Horseshoe Lake (North) Municipal Services Benefit Unit.

(b) CITY shall consider an ordinance authorizing COUNTY to levy the Horseshoe Lake (North) MSBU non-ad valorem assessments as deemed appropriate through the Horseshoe Lake (North) MSBU process, and to collect the non-ad valorem assessments according to the uniform method beginning with Tax Year 2012. The ordinance shall be effective for the duration of this Interlocal 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 this Agreement. Failure of CITY to pass said ordinance or repeal of the ordinance once passed shall render this Interlocal Agreement null and void.

SECTION 6. TERMINATION. This Interlocal Agreement may be terminated, in whole or in part, by either party at any time, with or without cause, upon not less than ninety (90) days' written notice delivered to the other party. 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.

SECTION 7. 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 8. 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 9. NOTICES. Whenever either party desires to give notice unto the other, notice shall be sent to:

For COUNTY:

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

For CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

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 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.

SECTION 11. 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 COUNTY and CITY and jointly executed by such parties. Either COUNTY or CITY shall have the right, but not the obligation, to waive any right or rights or conditions intended for the benefit of such party 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 12. 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 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/or CITY, any right, remedy, or claim under or by reason of this Interlocal Agreement or any provisions hereof.

SECTION 13. GOVERNING LAW. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

ATTEST:

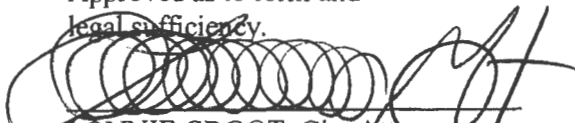

BARBARA BARBOUR, City Clerk

CITY OF OVIEDO

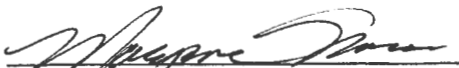
By: 
DOMINIC PERSAMPIERE, Mayor

Date: 6/27/2012

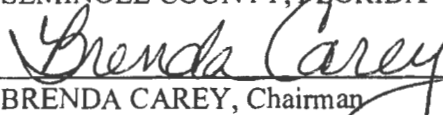
Approved as to form and legal sufficiency.


LONNIE GROOT, City Attorney

ATTEST:


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

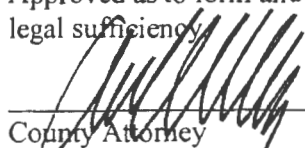
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
BRENDA CAREY, Chairman

Date: 06/26/2012

For the use and reliance
of Seminole County only.

Approved as to form and legal sufficiency.


County Attorney

As authorized for execution by the
Board of County Commissioners at their
June 26, 2012 regular
meeting.

AEC/lpk/sjs
1/9/12, 4/17/12

P: Users\Legal Secretary\CSB Fiscal Services\MSBU\Interlocal Agreement w-Oviedo (Horseshoe Lake North Aquatic Weed Control).docx