



Interoffice Memorandum

AGENDA ITEM

December 4, 2020

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development
Services Department

CONTACT PERSON: **David D. Jones, P.E., CEP, Manager
Environmental Protection Division
(407) 836-1406**

SUBJECT: January 26, 2021 – Consent Item
Interlocal Agreement for Lake Killarney Aquatic Plant
Management between Orange County and the City of Winter Park

The Environmental Protection Division (EPD) is requesting approval of an Interlocal Agreement (Agreement) by and between Orange County (County) and the City of Winter Park (City) for Aquatic Plant Management Services within Lake Killarney. These services involve control of nuisance aquatic plant species, including hydrilla, water hyacinth, and other exotic vegetation as needed.

Portions of Lake Killarney lie within both the County and City jurisdictions. Since 2006, EPD and the City have collaborated on lake management services for Lake Killarney and have entered into Interlocal Agreements for this purpose. The most recent Agreement between the County and the City was approved by the Board on February 21, 2006 and expired on September 30, 2020. EPD and the City are seeking to continue this arrangement by updating and renewing the Agreement. Having one entity complete the aquatic plant management eliminates the chance of overlapping management activities. The City has both qualified personnel and adequate equipment to continue the current management of Lake Killarney's aquatic plants. The Agreement will be effective for an initial period of two years and will renew automatically thereafter for successive periods of three years unless terminated by either party with or without cause after giving proper notice.

The County currently has a Municipal Service Taxing Unit (MSTU) for Lake Killarney, which helps to fund the management of the lake. The County also has a lake liaison within EPD for Lake Killarney who communicates and assists the City with lake management. The City will keep detailed records and invoice the County as needed when an aquatic plant treatment is conducted within County jurisdiction. All treatments that will be invoiced to Orange County require approval from EPD's lake liaison in advance. Adequate funding is available in the Lake Killarney MSTU account to reimburse the City for the required treatments. The Agreement stipulates that the County's portion of the total cost for treating Lake Killarney on an annual basis will not be greater than forty percent or exceed the allocated funding from the Lake Killarney MSTU.

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Interlocal Agreement for Lake Killarney Aquatic Plant Management between Orange County and the City of Winter Park

The Agreement was reviewed by the County Attorney's Office and approved as to form, and was approved by the City's Commission on November 30, 2020.

ACTION REQUESTED: Approval and execution of Interlocal Agreement for Lake Killarney Aquatic Plant Management between Orange County, Florida and City of Winter Park, Florida. District 5

JVW/DJ: mg

Attachment

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: January 26, 2021

**INTERLOCAL AGREEMENT
FOR LAKE KILLARNEY AQUATIC PLANT MANAGEMENT
between
ORANGE COUNTY, FLORIDA
and
CITY OF WINTER PARK, FLORIDA**

This INTERLOCAL AGREEMENT for Lake Killarney Aquatic Plant Management (the "Agreement") is made and entered into by and between the City of Winter Park, a Florida municipal corporation, whose mailing address is 401 S. Park Ave., Winter Park, FL 32789 ("Winter Park"), and Orange County, Florida, a charter county and political subdivision of the State of Florida, whose mailing address is 201 S. Rosalind Ave., Orlando, FL 32802 ("Orange County").

WITNESSETH:

WHEREAS, portions of Lake Killarney lie within the boundaries of Winter Park or unincorporated Orange County; and

WHEREAS, Lake Killarney requires aquatic plant management for the control of nuisance exotic plant species including hydrilla (*Hydrilla verticillata*), water hyacinth (*Eichhornia crassipes*), and other exotic vegetation; and

WHEREAS, the lake-wide control of hydrilla, water hyacinth, and other exotic vegetation is best managed by a single agency; and

WHEREAS, Winter Park has adequate equipment and State-licensed personnel in the aquatic plant management field; and

WHEREAS, Winter Park has agreed to act as the single agency for the sole purpose of the lake-wide management and control of hydrilla, water hyacinth, and other exotic vegetation in the above-named lake; and

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

NOW, THEREFORE, for and in consideration of the covenants herein contained, the parties agree as follows:

1. This Agreement is entered into pursuant to the authority granted by Section 163.01, Florida Statutes.
2. Winter Park hereby agrees to act as the single agency responsible for the management and control of exotic aquatic plants within all of Lake Killarney waters.
3. Orange County agrees that Winter Park is not required to manage or control non-exotic emergent vegetation within the littoral zone.
4. Orange County agrees that this Agreement is limited to aquatic plant management and does not address other water quality issues relating to Lake Killarney.
5. Winter Park agrees to keep detailed records of any aquatic plant management and/or control activities that it undertakes within Lake Killarney. Winter Park will provide Orange County with the following documentation at the end of each quarter or as needed based on treatment frequency: (a) an invoice; (b) a summary of all treatments performed during the date range provided; (c) the total cost of the services; (d) a worksheet detailing the date the work was done; (e) the locations where the work occurred; (f) the percentage of the work that occurred within unincorporated Orange County; (g) the names and quantities of products (brand name or active ingredient) used; (h) application rates and methods; (i) the cost and number of man-hours for each treatment activity; and (j) the cost and number of equipment-hours for each treatment activity.

6. Winter Park shall notify the Orange County Lake Killarney Municipal Service Taxing Unit (MSTU) lake liaison when treatments of any size are to occur on the lake. All treatments (spot, full-lake, full perimeter) that will be invoiced to Orange County, in part or in whole, require written approval from Orange County in advance of treatments. Full-lake or full-perimeter hydrilla treatments require cost estimates. Orange County and Winter Park agree that no set number of treatments will be established and that control will be on an "as needed" basis in the same manner that Winter Park manages and controls aquatic vegetation in other lakes within Winter Park.

7. Winter Park offers no guarantee, implied or actual, for results from its aquatic plant management and control program within the waters of unincorporated Orange County. The provisions of this Agreement do not constitute an agreement by either party to assume any liability for, or obligation with respect to, the acts, omissions, and/or negligence of the other party, its officials, agents, and employees.

8. Orange County agrees to reimburse Winter Park on an "as needed" basis for the full cost of aquatic weed treatment applied to portions of the lake within unincorporated Orange County. This cost shall include: (a) herbicides at the purchase price paid by Winter Park, without any markup; (b) labor based on salary plus forty percent fringe benefits; (c) equipment based on actual cost of operation; and (d) a five percent administrative charge. Payment under this Agreement is contingent upon the annual appropriation by the Orange County Board of County Commissioners for each succeeding year. Under no circumstances will the County's portion of the total cost for treating Lake Killarney be greater than forty percent on an annual basis or exceed the allocated funding from the Lake Killarney MSTU.

9. If Orange County fails to make payment as provided for herein within forty-five (45) days of the date when such payment is due, Winter Park may, without further notice, terminate its services under this Agreement. If the payment issue is not resolved and settled within sixty (60) days from the date of written notice from Winter Park of its discontinuance of services for lack of payment, then this Agreement shall terminate and become null and void.

10. This Agreement shall commence and become effective upon the later of the dates of execution indicated below. This Agreement shall be effective for an initial period of two years and shall automatically renew thereafter for successive periods of three (3) years each, unless earlier terminated as provided herein.

11. This Agreement may be terminated by either party at any time, with or without cause, upon written notice delivered to the other party not less than ninety (90) days prior to stated termination date. Any obligations under this Agreement incurred prior to the termination date shall survive the termination and be performed or paid, as the case may be.

12. Whenever either party gives notice or invoice to the other, notice or invoice shall be sent to:

For Winter Park:

Manager
Lakes Division
1409 Howell Branch Road
Winter Park, Florida 32789

For Orange County:

Environmental Program Supervisor
Lake Management Section
Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando, Florida 32803

IN WITNESS WHEREOF, the parties hereto have caused their respective hands and seals to be affixed on the day and year as indicated below.

CITY OF WINTER PARK, FLORIDA

By: City Council

By: Steve Leary
Steve Leary, Mayor

Date: November 30, 2020, 2020

ATTEST:

By: Rene Cranis
Rene Cranis

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Jerry L. Demings
Jerry L. Demings, Orange County Mayor

Date: JAN 26 2021, 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Katie Smith
Deputy Clerk
Print Name: Katie Smith

