

**WINDERMERE WATER AND NAVIGATION CONTROL DISTRICT
AND
TOWN OF WINDERMERE
INTERLOCAL AGREEMENT
for
AID IN THE FUNDING OF TOWN OF WINDERMERE STORMWATER
MASTER PLAN**

THIS INTERLOCAL AGREEMENT (AGREEMENT) is made and entered into this _____ day of _____ 2026, by and between WINDERMERE WATER AND NAVIGATION CONTROL DISTRICT, hereinafter referred to as the "District," and the TOWN OF WINDERMERE, hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS, the Town has requested the District to provide **sixty-seven thousand three hundred sixty-two dollars and 14 cents (\$67,362.14)** (50% cost share) retroactively for the completion of the Town of Windermere Stormwater Master Plan (Master Plan) and set forth more specifically in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, the District desires to enter into an agreement with Town whereby the Town will receive and utilize the funds of the District in accordance with the terms and conditions herein set forth;

WHEREAS, District funds have historically been used and are currently used to provide analyses and recommendations for projects to improve the water quality in the lakes within the District boundary.

WHEREAS, these funds are also utilized for projects to help maintain the water quality within these lakes including the Butler Chain of Lakes Hydrologic/Nutrient Budget and Management Plan.

WHEREAS, the District has determined that it is in the public's interest to fund the specified activities, to promote and preserve the Butler Chain of Lakes water quality and, to that end, the District has identified funds for these specified purposes.

WHEREAS, at their regularly scheduled meeting on June 20, 2022, the Butler Chain of Lakes Advisory Board (BCLAB) to the District voted to approve up to \$75,000 in support of the development of the Town of Windermere Stormwater Master Plan (Master Plan) as indicated in BCLAB's minutes as follows:

Upon a motion by Catherine Allen, seconded by Lorraine Burch and carried with all present members voting AYE by voice vote, with Chair Ijaz Ahmed and Albert Gallof being absent; the Advisory Board approved financial support up to \$75,000 to help the Town of Windermere develop a stormwater master plan.

WHEREAS, this AGREEMENT serves as an understanding between the District and the Town for aid in funding the Master Plan up to \$75,000 as approved by the BCLAB:

WHEREAS, any additional funding for individual Town of Windermere water quality improvement projects identified in the Master Plan will require approval by the BCLAB and will not include maintenance or repairs to existing or future structures.

WHEREAS, the proposal for the Master Plan was approved by the Town and signed by the Town Manager, Robert Smith, on November 15, 2022 (Attachment 1).

WHEREAS, the amount specified in the proposal for completion of the Master Plan was one hundred thirty-two thousand one hundred fifty- six dollars (\$132,156.00).

WHEREAS, the completed Master Plan was presented at a Town meeting in November 2023 and a reimbursement request for a 50% cost share for the Master Plan was received by EPD on October 23, 2025 (Attachment 2).

WHEREAS, the total project costs were one hundred thirty-four thousand seven hundred twenty-four and 27/100 dollars (\$134,724.27), and the reimbursement request of the Town is in the amount of **sixty-seven thousand three hundred sixty-two dollars and 14 cents (\$67,362.14)**; and

WHEREAS this AGREEMENT allocates responsibility for funding the completed Town of Windermere Stormwater Master Plan.

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

Section 1. Recitals

The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. District's Obligation

The District has appropriated for the period commencing October 1, 2025, and ending September 30, 2026, the total sum of sixty-seven thousand three hundred sixty-two dollars and 14 cents (\$67,362.14) to be administered and disbursed by the District solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2026, for the designated purpose set forth in Exhibit "A", shall be returned to the District within thirty (30) days of the expiration or termination of this Agreement.

Section 3. Town Obligations

- 3.1** Provide a copy of the completed Master Plan.
- 3.2** Provide an invoice to the District for the cost share amount following completion of the Master Plan.
- 3.3** Fund the remaining balance of the cost of creating the Master Plan.

Section 4. Independent Contractor

The parties expressly acknowledge that the Town is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership, or joint venture relationship between the parties.

Section 5. Nondiscrimination

The Town, in performing under this Agreement shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice on such basis.

Section 6. Accounting

The Town will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles.

Section 7. Right to Inspect and Audit Accounts

During the term of this Agreement and for a period of five (5) years after expiration or termination of this Agreement, The Town, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit District staff and the Orange County Comptroller staff to inspect and audit Town books and accounts at any time during normal working hours, provided that reasonable notice is given to the Town prior to any such inspection. Any costs incurred by the Town because of an audit shall be the sole responsibility of and shall be borne by the Town.

Section 8. Maintenance of Records; Audit

For a period ending five (5) years after the expiration or termination of this Agreement, the Town shall make all records and documents relating to this Agreement available for inspection and copying by the District or any agent designated by the District.

Section 9. Assignment

The Town may not assign its rights hereunder. Failure to comply with this section will result in immediate termination of this Agreement.

Section 10. Indemnification

Town agrees to indemnify and save harmless the District from and against all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, of any kind and nature arising or growing out or in any way connected with the performance of this Agreement. The parties acknowledge that this indemnity and hold harmless provision is a material inducement for the District to enter into this Agreement.

Section 11. No Lobbying Permitted

No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, Town agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

Section 12. Term and Termination

The term of this Agreement shall begin on October 1, 2025, and shall continue until September 30, 2026. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Notice of Termination shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 13. Notice

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given five (5) days after depositing with the U.S. Postal Service, postage prepaid; one day after depositing with a nationally recognized overnight courier service; or on the day of hand delivery provided that such delivery occurs prior to 5:00 p.m. to the address listed below, or to such address as either party may from time to time designate by written notice provided in accordance with this paragraph:

To District:

Orange County
Environmental Protection Division
Attn.: Renee Parker, EPD Manager
3165 McCrory Place, Suite 200
Orlando, FL 32803
Phone: (407) 836-1400

To Town:

Town of Windermere
Attn.: Robert Smith, Town Manager
614 Main Street
Windermere, Florida 34786
Phone: (407) 836-2563

Section 14. Entire Agreement

This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

Section 15. Waivers

Performance of this Agreement by either party, after notice of default of any of the terms, covenants, or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 16. No Third-Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

Section 17. Governing Law; Venue

The parties acknowledge that this Agreement is executed and delivered in the State of Florida. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction located in Orange County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

WINDERMERE WATER AND NAVIGATION CONTROL DISTRICT
By: Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

* * * * *

TOWN OF WINDERMERE

By: _____

Title: Town Manager

Date: 12/02/25

EXHIBIT "A"

TOWN OF WINDERMERE

Goals and Objectives of the master plan (study):

- Gain a full understanding of how stormwater affects the Town.
- Utilize data and technology to develop a roadmap on how the Town can manage stormwater runoff.
- Develop a stormwater management and drainage infrastructure inventory and utilize GIS-based data base to manage and maintain the inventory.
- Be in full compliance with the Town's NPDES Phase II MS4 program.
- Develop a Short-Term (5-year) and Long Term (20-year) Capital Improvement Program.
- Develop a priority list on the implementation of the Capital Improvement Program.
- Assess the fiscal requirements to implement the Capital Improvement Program.

REIMBURSEMENT REQUEST – 50% Cost Share for Stormwater Management Master Plan

Town of Windermere Stormwater Master Plan

Funding in the amount of sixty-seven thousand three hundred sixty-two dollars and 14 cents (\$67,362.14) has been approved for Town of Windermere. This cost- share funding can only be used to pay for the items listed.

Project	Cost	Notes
Stormwater Master Plan	\$67,362.14	50% cost share for Stormwater Master Plan development (retroactively)
Total	\$67,362.14	