



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 05 2015 NP/KBH

AGENDA ITEM

April 2, 2015

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director *JW*
Community, Environmental and Development
Services Department

**CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development
Services Department
(407) 836-1405**

SUBJECT: May 5, 2015 – Consent Item
Orange County and the City of Belle Isle, Interlocal Agreement
for the Cullen Lake Shore Drive Curb Inlet Basket Project

The Environmental Protection Division (EPD) is requesting approval of the Interlocal Agreement (Agreement) by and between Orange County and the City of Belle Isle for the Cullen Lake Shore Drive Curb Inlet Basket (CIB) Project.

The installation of curb inlet baskets ("CIBs") are an effective Best Management Practice ("BMP") to keep non-point source pollution such as debris and sediment out of lakes and are used in many lake basins in Orange County. Orange County currently has 97 CIBs around Lake Conway that collect over 4,000 pounds of debris per month. The County and City wish to partner to install 19 CIBs in the Cullen Lake Shore Drive area which will give treatment to an area that has historically discharged storm water runoff into Lake Conway with little or no treatment. Under this Agreement, the County will use its current CIB installation vendor to install up to 19 CIBs with a projected total cost of no more than \$20,000. The Agreement allows the County to request reimbursement from the City for installation of the baskets, not to exceed \$20,000. The County will be primarily responsible for overseeing the installation of the CIBs in the Project and will handle the administrative management of the Project. The Lake Conway Water and Navigation Control District, through EPD, will be responsible for the ongoing Operation and Maintenance (O&M) of the project, as well as any repairs or replacements in the future in perpetuity.

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May 5, 2015—Consent Item

Orange County and the City of Belle Isle Interlocal Agreement for the Cullen Lake Shore Drive Curb Inlet Basket (CIB) Project

This Agreement was reviewed by the County Attorney's Office and approved as to form.

ACTION REQUESTED: Approval of Interlocal Agreement between Orange County, Florida and City of Belle Isle, Florida regarding Cullen Lake Shore Drive Curb Inlet Basket (CIB) Project to provide for the reimbursement by the City of up to \$20,000 for the installation of 19 CIBs. District 3

JVW/LC: mg

Attachments

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 05 2015 NP/KH

INTERLOCAL AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
CITY OF BELLE ISLE, FLORIDA
regarding
CULLEN LAKE SHORE DRIVE CURB INLET BASKET (CIB) PROJECT

This Interlocal Agreement (“Agreement”) is made and entered by and between City of Belle Isle, Florida, a municipal corporation created and existing under the laws of the State of Florida (“City”) and Orange County, Florida, a charter county and political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Act of 1969 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the County has authority pursuant to Section 125.01, Florida Statutes to enter into agreements; and

WHEREAS, the City has authority pursuant to Section 166.021, Florida Statutes, to enter into agreements, and

WHEREAS, the installation of curb inlet baskets (“CIBs”) are an effective Best Management Practice (“BMP”) to keep non-point source pollution such as debris and sediment out of lakes and are used in many lake basins in Orange County; and

WHEREAS, Orange County currently has 97 CIBs around Lake Conway that collect over 4000 pounds of debris per month; and

WHEREAS, in furtherance of that interest, the County and City enter this Agreement and desire to partner to install 19 CIBs in the Cullen Lake Shore Drive area which will give treatment to an area that has historically discharged storm water runoff into Lake Conway with little or no treatment.

NOW THEREFORE, IN CONSIDERATION of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows;

Section 1. The foregoing Recitals are true and correct and by this reference are incorporated as a material party of this Agreement.

Section 2. It is the purpose and intent of this Agreement to provide for installation by the County of up to nineteen (19) curb inlet baskets (“CIBs”) at the locations depicted on **Attachment A**, attached hereto and incorporated by reference as part of this Agreement (Attachment A includes a map and GPS points of each CIB).

Section 3. Within 120 days from the Effective Date of this Agreement, as later defined herein, the County, more specifically, through the Orange County Environmental Protection Division (“EPD”) will use its current CIB installation vendor to install up to 19 CIBs with a projected total cost of no more than \$20,000.

Section 4. The City, within forty-five (45) days of being presented with an Invoice from the County, will reimburse Orange County (Lake Conway Water and Navigation Control District MSTU) for the total cost expended for the installation of the CIBs, an amount not to exceed \$20,000.

Section 5. All rights, title, and interest in the Project’s hardware will vest in the County upon installation. The City covenants and agrees that its financial participation in the Project will not result in any claim of title or ownership in the capital assets of the Project.

Section 6. The County will be primarily responsible for overseeing the installation of the CIBs in the Project and will handle the administrative management of the Project. The County's EPD will send copies of the monthly cleaning report for the installed baskets to the City's Manager via electronic mail.

Section 7. The Lake Conway Water and Navigation Control District, through EPD, will be responsible for the ongoing maintenance and operation (O&M) of the project, as well as any repairs or replacements in the future in perpetuity.

Section 8. EPD or its vendor will be responsible for providing for such insurance as deemed necessary and proper by the Orange County Risk Management Division.

Section 9. The parties understand and agree that the Project will be of great value to each of them. Therefore, it is agreed that each will work proactively and cooperatively with the other to ensure the successful completion of the Project.

Section 10. Within thirty (30) days of completion of the 19 CIB installations, Orange County will submit an invoice to the City describing services rendered. The City, within forty-five (45) days of being presented with an invoice from the County, will reimburse Orange County (Lake Conway Water and Navigation Control District MSTU) for the total cost expended for the installation of the CIBs, an amount not to exceed \$20,000. The payment instrument shall be made payable to Orange County Board of County Commissioners and contain the following notation: 1095-068-2430-3197.

Section 11. Any notice, invoice or payment pursuant to this Agreement shall be given in writing and hand-delivered or mailed as follows:

If to the City:

City of Belle Isle
City Manger
1600 Nela Avenue
Belle Isle, Florida 32809

If to the County:

Orange County EPD
Manager
800 Mercy Drive, Suite 4
Orlando, Florida 32808

Section 12. This Agreement constitutes the entire agreement between the parties. There are no promises, terms, conditions or allegations other than those contained herein.

Section 13. 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. Each party agrees to defend indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgment, fines liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 14. Neither party shall be bound by any modification, cancellation or recession of this Agreement unless in writing and signed by all parties.

Section 15. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any party not a formal party hereto.

Section 16. If any part of this Agreement is found invalid or unenforceable by any court, such as invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

Section 17. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any litigation arising out of this Agreement shall be had in the federal or state courts located and lying within Orlando, Orange County, Florida.

This space intentionally blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representative, have executed this Agreement as of the date indicated below.

ATTEST:

BY: _____

CITY OF BELLE ISLE, FLORIDA, a
municipal corporation

BY: _____

William G. Brooks
Mayor

Date: _____

3/4/15



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____

Teresa Jacobs
County Mayor

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

Date: _____

MAY 05 2015