

**INTERLOCAL AGREEMENT BETWEEN  
SEMINOLE COUNTY AND CITY OF LONGWOOD  
LAKE MANAGEMENT OF TWIN LAKE**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 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 LONGWOOD**, a municipal corporation, whose address is 175 West Warren Avenue, Longwood, Florida 32750, hereinafter referred to as “**CITY**”.

**W I T N E S S E T H:**

**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 Lake Management Services to Twin Lake located in the political boundaries of both Seminole County and the City of Longwood; and

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

**WHEREAS**, the provision of lake management to Twin Lake will specially benefit the lakefront properties on Twin Lake and the properties with right of use of a lakefront property on Twin Lake; and

**WHEREAS**, COUNTY desires to establish a municipal service benefit unit (MSBU) to fund lake management on Twin Lake, which will benefit such properties located in Seminole County and the City of Longwood; and

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

**WHEREAS**, entering this Agreement is in the best interests of the citizens of Seminole County and the City of Longwood, 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 Agreement.

**Section 2. Purpose.** The purpose of this Agreement is to establish the terms and conditions for lake management on Twin Lake for the special benefit of properties located in both COUNTY and CITY and fronting on Twin Lake and those properties with right of use of a property fronting on Twin Lake.

**Section 3. Term.** This Agreement shall commence and become effective upon the date of last execution of this Agreement by the parties. This 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 lake management for Twin Lake.

(b) COUNTY shall be responsible for establishing and governing an MSBU for lake management on Twin 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 Twin Lake waterfront properties and waterfront-associated properties located within the municipal boundary of the City of Longwood in the assessment boundaries, as defined by COUNTY in Exhibit A, for the Twin Lake MSBU.

(b) CITY shall consider an ordinance authorizing COUNTY to levy the Twin Lake MSBU non-ad valorem assessments, as deemed appropriate through the Twin Lake MSBU process, and to collect the non-ad valorem assessments according to the uniform method beginning with Tax Year 2024. The ordinance shall be effective for the duration of this 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 Agreement null and void.

**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 ninety (90) days written notice delivered to the other party. However, any obligation under this 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 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 shall be sent to:

**For COUNTY:**

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

**For CITY:**

City of Longwood  
175 West Warren Avenue  
Longwood, FL 32750

Either party to this Agreement 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.

**Section 11. Amendment and Waiver.** Neither this Agreement nor any portion of it may be modified or waived orally. The provisions of this 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 condition 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 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 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 Agreement or any provisions hereof.

**Section 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

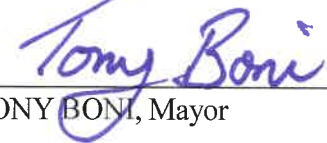
**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below.

ATTEST:

  
MICHELLE LONGO, City Clerk

CITY OF LONGWOOD

By:

  
TONY BONI, Mayor

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

  
DANIEL LANGLEY, City Attorney



*[Signatures and attestations continued on following page.]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the  
Board of County Commissioners at their  
\_\_\_\_\_, 20\_\_\_\_ regular  
meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney



Attachment:

Exhibit A – Assessment Boundary

DWM/kly  
9/28/2023 10/25/23  
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EXHIBIT "A"

