

HOWELL CREEK INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered this 20th day of OCTOBER, 1992, 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, and ORANGE COUNTY, a political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801.

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 aquatic vegetation control to Howell Creek in Seminole County and Lake Waumpii in Orange County; and

WHEREAS, ORANGE COUNTY has no access to Lake Waumpii allowing Orange County to provide aquatic vegetation control to Lake Waumpii; and

WHEREAS, SEMINOLE COUNTY provides and maintains access to Lake Waumpii through Howell Creek; and

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

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

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

SECTION 1. RECITALS. The recitals, above, are true 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 plants in Howell Creek in Seminole County and Lake Waumpii in Orange County.

SECTION 3. TERM. This Interlocal Agreement shall commence upon execution of the Interlocal Agreement by the parties, the later date of execution controlling. 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 SEMINOLE COUNTY.

(a) SEMINOLE COUNTY has constructed access to Howell Creek and agrees to permit access to Lake Waumpii through Howell Creek.

(b) SEMINOLE COUNTY agrees to maintain the Howell Creek access to Lake Waumpii and permit ORANGE COUNTY's use of the access for control of aquatic plants in Lake Waumpii and Howell Creek in Seminole County.

(c) SEMINOLE COUNTY shall be responsible for coordinating and preparation of all plans, specifications, and other professional services necessary to install, inspect, and maintain a fish barrier for triploid grass carp on the weir in Howell Creek.

(d) SEMINOLE COUNTY shall be responsible for reimbursing ORANGE COUNTY the actual cost of the chemicals necessary for herbicide applications in Howell Creek. The annual cost is not to exceed the budgeted amount established by SEMINOLE COUNTY.

SECTION 5. OBLIGATIONS OF ORANGE COUNTY.

(a) ORANGE COUNTY shall be responsible for all costs associated with stocking Lake Waumpii and Howell Creek with triploid grass carp.

(b) ORANGE COUNTY shall be responsible for providing all labor, equipment, and chemicals necessary to conduct herbicide applications as needed to provide aquatic weed control in Howell Creek.

(c) Upon SEMINOLE COUNTY's award of the contract for construction and maintenance of the fish barrier, ORANGE COUNTY shall pay SEMINOLE COUNTY a sum equal to sixty-five percent (65%) of the cost for construction of the fish barrier.

(d) ORANGE COUNTY shall pay SEMINOLE COUNTY a sum equal to sixty-five percent (65%) of the annual inspection and maintenance charges attributable to the fish barrier.

SECTION 6. BILLING AND PAYMENT.

(a) The parties shall provide, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, and all other information

required, if any, by this Agreement. As to Seminole County, the original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Drawer Q
Sanford, Florida 32772-0869

A duplicate copy of the invoice shall be sent to:

Director, Office of Management And Budget
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

As to Orange County, the original and one (1) copy of all invoices shall be sent to:

Environmental Protection Officer
Environmental Protection Department
2002 East Michigan Avenue
Orlando, Florida 32806

(b) Payment shall be made after review and approval by the parties within thirty (30) days of receipt of invoices.

SECTION 7. 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 thirty (30) days' written notice delivered to the other party.

SECTION 8. 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 9. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

SECTION 10. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

FOR SEMINOLE COUNTY

Director, Office of Management and Budget
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR ORANGE COUNTY

Environmental Protection Officer
Environmental Protection Department
2002 East Michigan Avenue
Orlando, Florida 32806

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 11. 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.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

for Joseph A. Lee, Chief Deputy Clerk
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

BY: Robert J. Sturm
ROBERT J. STURM, Chairman
Date: 11-12-92

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

Henry M. Brown
County Attorney

As authorized for execution by
the Board of County Commis-
sioners in their Nov. 10,
1992, regular meeting.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

ATTEST:

Martha O. Haynie
MARTHA O. HAYNIE, Comptroller
Clerk to the Board of
County Commissioners of
Orange County, Florida

By: [Signature]
LINDA CHAPIN, Chairman
FOR THE COUNTY CHAIRMAN

Date: 10 20 1992

BY: [Signature]
Asst. Deputy Clerk

For the use and reliance
of Orange County only.
Approved as to Form

Paul H. Chyid 10-7-92
Asst County Attorney

HMB/dre
10/01/92
FAUSERS\DEB\AGT\HWLCREEK.II