

MAY 07 1996

JW / RR

**LAKE PICKETT INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and entered 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.

WITNESSETH:

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 Lake Pickett in Seminole County and in Orange County; and

WHEREAS, Lake Pickett is within the political boundaries of Seminole County and Orange County; and

WHEREAS, Orange County has expertise in aquatic vegetation control; 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 interest 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, 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 Lake Pickett in Seminole County and in Orange County.

SECTION 3: TERM. This Interlocal Agreement shall commence and become effective 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 of one (1) year each, unless earlier terminated as provided herein.

SECTION 4. OBLIGATIONS OF SEMINOLE COUNTY.

(a) SEMINOLE COUNTY shall be responsible for advancing ORANGE COUNTY the 50% of the annual actual costs of aquatic plant control necessary in Lake Pickett. Aquatic plant control may be accomplished by either herbicide application or grass carp stocking or a combination of both. Actual costs is defined as the costs of: (i) the chemicals necessary for herbicide application, and (ii) grass carp for stocking. The annual budgeted amount established by SEMINOLE COUNTY shall serve as the maximum amount of actual costs SEMINOLE COUNTY will be required to contribute towards aquatic plant control in Lake Pickett in any one fiscal year. The amount of work programmed for any one year and reflected by the actual costs shall be determined by the annual budgeted amount.

SECTION 5. OBLIGATIONS OF ORANGE COUNTY.

(a) ORANGE COUNTY shall be responsible for 50% of the annual actual costs of aquatic plant control necessary in Lake Pickett. Aquatic plant control may be accomplished by either herbicide application or grass carp stocking or a combination of both. Actual costs is defined as the costs of: (i) the chemicals necessary for herbicide application, and (ii) grass carp for stocking. The annual budgeted amount established by ORANGE COUNTY shall serve as the maximum amount of actual costs ORANGE COUNTY will be required to contribute towards aquatic plant control in Lake Pickett in any one fiscal year. The amount of work programmed for any one year and reflected by the actual costs shall be determined by the annual budgeted amount.

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

(c) ORANGE COUNTY shall coordinate grass carp barrier installation, maintenance and monitoring.

(d) ORANGE COUNTY is under no obligation to perform any services under the Agreement until 50% of the actual costs for such services has been received from SEMINOLE COUNTY in accordance with Section 6, below, prior to the services being performed.

SECTION 6. BILLING AND PAYMENT. Sixty (60) days prior to the commencement of any treatment or series of treatments, an itemized invoice properly dated, describing the

services to be rendered, the actual costs associated with the services to be provided, and all other information required, if any, by this Agreement shall be sent to Seminole County. 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

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

Payment shall be sent to:

Environmental Protection Department  
2002 East Michigan Street  
Orlando, Florida 32806

and made payable to Orange County.

In the event of a disagreement over the services to be rendered or the actual costs thereof, the rendering of such services by Orange County shall be halted or withheld until agreement is reached between the parties and the agreed upon actual costs are paid to Orange County.

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 sixty (60) days written notice delivered to the other party. However, 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.

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

Manager  
Environmental Protection Department  
2002 East Michigan Street  
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.

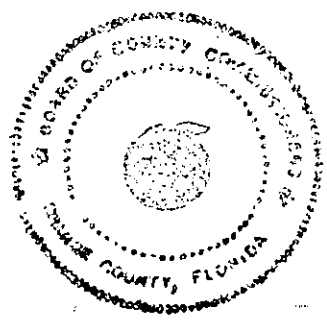
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

ORANGE COUNTY, FLORIDA

BY: James C. Bennett  
County Chairman  
DATE: MAY 07 1996

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

BY: [Signature]  
Deputy Clerk



FOR THE USE AND RELIANCE  
OF ORANGE COUNTY ONLY.  
APPROVED AS TO FORM

April 11 1996  
Paul H. Chipok  
PAUL H. CHIPOK  
ASSISTANT COUNTY ATTORNEY

SEMINOLE COUNTY, FLORIDA

BY: [Signature]  
DATE: 4/2/96

ATTEST:  
BY: [Signature]

phc:agrent/lkpkt