

M-489

PURCHASING

OCT 5 '94

INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY

AND

THE CITY OF UMATILLA

RELATING TO

THE MAINTENANCE OF ROADS

This is an Interlocal Agreement between LAKE COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY", through its Board of County Commissioners;

And

The City of Umatilla, a municipal corporation, pursuant to the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, Chapter 125, Florida Statutes, County Government, subsection 125.01(m), provides to counties the authority to provide arterial and other roads; and

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, subsection 163.01(5), provides that a joint exercise of power by public agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, both COUNTY and CITY are "public agencies" within the meaning of Chapter 163, Florida Statutes, Intergovernmental

Programs, Part I, Section 163.01, the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, COUNTY and CITY desire to cooperate in the maintenance of roads in the Umatilla area;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter contained, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Scope of Work. This is a reciprocal agreement in which the CITY will agree to mow 18,687 linear feet of County road shoulders in exchange for the COUNTY to grade 10,821 linear feet of City roads, as listed on Attachment "A". The frequency of mowing or grading will be based upon a monthly cycle or on an as needed basis.

Section 3. Term. The term of this Interlocal Agreement shall be from its date of execution by the last party executing until cancelled or amended by either party.

(A) Notices.

(1) All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have fully given or made or sent when in writing and addressed as follows:

CITY

Tom Rosser, Mayor
City of Umatilla
P.O. Box 2286
Umatilla, Florida 32784-2286

COUNTY

County Manager
Lake County Courthouse
315 West Main Street
Tavares, Florida 32778

(2) All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

(3) The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

(4) Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing the other party in a manner designated for the filing of notice hereunder.

Section 4. Termination. Either party may terminate this Interlocal Agreement by giving thirty (30) days written notice to the other party. However, if the CITY terminates this Interlocal Agreement, it shall be liable to COUNTY for all costs and damages incurred by COUNTY.

Section 5. Modification. No modification or amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.


Section 6. Entire Agreement. This Interlocal Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefrom, and shall not invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 6 day of September, 1994, and the CITY of Umatilla, Florida, through its UMATILLA CITY COMMISSION, signing by and through its Mayor, authorized to execute the same by Commission action on the 7 day of June, 1994.

ATTEST:

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

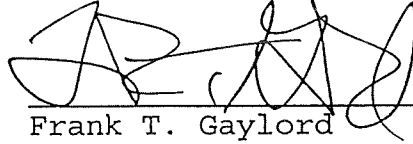

James C. Watkins, Clerk
Of The Board Of County
Commissioners of Lake
County, Florida


Catherine C. Hanson, Chairman

This 29th day of September,
1994.

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF UMATILLA
RELATING TO THE MAINTENANCE OF ROADS

Approved as to form and
legality by County Attorney
for Lake County, Florida
Lake County Courthouse
315 W. Main Street
Tavares, Florida 32778
(904) 343-9787

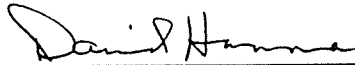


Frank T. Gaylord
County Attorney

ATTEST:

CITY

CITY OF UMATILLA
FLORIDA

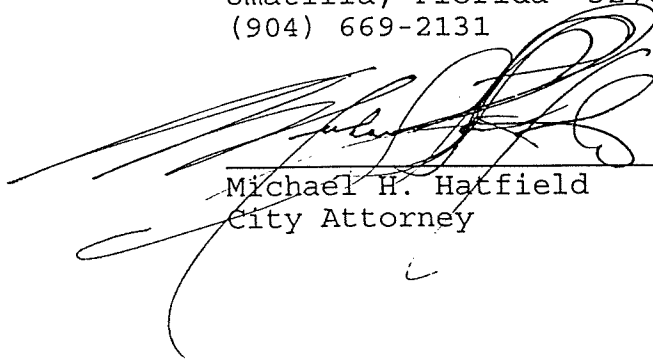


David Hanna, City Clerk



Tom Rosser
Mayor

Approved as to form and
legality by City Attorney
Michael H. Hatfield f o r
Umatilla, Florida
545 N. Umatilla Boulevard
Umatilla, Florida 32784-2286
(904) 669-2131



Michael H. Hatfield
City Attorney

ATTACHMENT "A"

Streets - COUNTY to grade for CITY:

<u>Name</u>	<u>Length</u>
Owens Lane	2,640'
Crescent Lane	950'
Osceola Boulevard	528'
Kentucky Avenue	528'
Roberts Street	1,584'
Blanche Avenue	845'
Palm Court	845'
Orange Court	845'
Whitcomb Avenue	528'
Parks Avenue	510'
East Ocala Street	418'
Wafford Street	<u>600'</u>
TOTAL LINEAR FEET	10,821

Streets - CITY to mow for COUNTY

<u>Name</u>	<u>Length</u>
#5-7264 Mills Street	3,115'
#5-7264A Jamestown Street	1,214'
#1-4519B Line Street	1,425'
#5-7265 Church Street	5,438'
#5-7366 Pine Street	1,056'
#5-7367 Marshall Street	1,320'
#5-9788E Carroll Street	1,056'
#5-7366B Merrell Street	739'
#5-7465A Pearl Street	422'
#5-7464 Ball Park Road	633'
#5-7465C Sally Rolle Street	422'
#5-7465B Thomas Street	158'
#5-7465 Henry Street	739'
#5-7366A Tenth Avenue	<u>950'</u>
TOTAL LINEAR FEET	18,687