

**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF ZOLFO SPRINGS, FLORIDA, AND
THE CITY OF WAUCHULA, FLORIDA, REGARDING THE SALE & UTILIZATION OF
A SEWERAGE SYSTEM TRUCK**

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of August, 2013, by and between the **CITY OF WAUCHULA, FLORIDA**, a municipal corporation created under the laws of the State of Florida (hereafter "Wauchula"), and the **TOWN OF ZOLFO SPRINGS, FLORIDA**, a municipal corporation created under the laws of the State of Florida (hereafter "Zolfo Springs").

RECITALS

WHEREAS, local governments as "public agencies" of this state may exercise jointly with each other any power, privilege, or authority which such agencies share in common and which each might exercise separately pursuant to section 163.01(4), Florida Statutes; and,

WHEREAS, Wauchula and Zolfo Springs are cities and each possesses the right, power, and authority to buy and sell utility equipment; and,

WHEREAS, local governments are encouraged to enter into agreements that will allow a more efficient use of their resources and to cooperate in matters of utilities; and,

WHEREAS, Wauchula desires to sell the vehicle described below, known herein as the "Acquired Vehicle", under the terms and conditions set forth below; and,

WHEREAS, Zolfo Springs desires to purchase the Acquired Vehicle offered for sale by Wauchula under the terms and conditions set forth below; and,

WHEREAS, Wauchula and Zolfo Springs wish to memorialize an agreement of mutual cooperation and assistance between themselves regarding each city's wastewater system.

ACCORDINGLY, in consideration of the above stated recitals and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Interlocal Agreement.

SECTION 2. PURCHASE AND SALE OF SEWER VEHICLE. For and in consideration of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) to be paid by Zolfo Springs within ten (10) days after the effective date of this Interlocal Agreement, Wauchula hereby grants, bargains, sells, transfers and shall deliver (upon receipt of payment) unto Zolfo Springs, its successors and assigns, that 1991 GMC – Topkick Truck – VIN: 1GDG6H1PP4MJ52201 equipped with a sewer jetter motor and pump. This sale is made by Wauchula as an “as-is, where-is sale with no representations or warranties of any kind except as to title. Wauchula does, for itself, its successors and assigns, covenant to and with Zolfo Springs, its successors and assigns, that it is the lawful owner of the Motor Vehicle; that it has good right to sell the same; and that it will warrant and defend the sale of the Motor Vehicle hereby made against the lawful claims and demands of all persons claiming by, through or under Seller.

SECTION 3. DELIVERY OF ACQUIRED VEHICLE; CONVEYANCE OF TITLE. Wauchula shall deliver the Acquired Vehicle, and Zolfo Springs shall take possession of same, at Wauchula's premises (either in person or through a third party) on or before _____, 2013 ("Delivery Date"). It is Zolfo Spring's duty, either in person or through a third party to appear at Wauchula's premises during standard business hours on or before the Delivery Date to make payment as specified in Section 2 hereof and remove the Acquired Vehicle from Seller's premises. If Zolfo Springs fails to appear at Wauchula's premises on or before the Delivery Date to accept possession of the Acquired Vehicle, then risk of loss passes to Zolfo Springs on the Delivery Date. Wauchula shall convey title to Zolfo Springs upon delivery of the vehicle to Zolfo Springs. Wauchula agrees and covenants to execute all documents presented by Zolfo Springs which are necessary to finalize transfer of title and registration upon the Acquired Vehicle to Zolfo Springs. Zolfo Springs acknowledges that any insurance coverage, license, tags, plates or registration maintained by Wauchula on the Acquired Vehicle shall be canceled upon delivery of the Acquired Vehicle to, and the acceptance of, by Zolfo Springs.

SECTION 4. FUTURE COOPERATION REGARDING MUNICIPAL WASTEWATER SYSTEMS. For some time Zolfo Springs and Wauchula (hereafter collectively referred to as the “Parties”) have cooperated with one another to assist each other in the operation and maintenance of each cities respective wastewater system. As a part of this Interlocal Agreement, but without committing either Party hereto to the expenditure of any particular funds for the performance of any particular act upon any particular date, the Parties agree to use their reasonable best efforts to assist each other in the operation and maintenance of their respective wastewater systems by permitting and encouraging (but not committing) each Party to loan the use of equipment by a Party for the use of the other Party. Nothing contained herein is intended to commit or require either Party to make a financial expenditure on behalf of the other Party, or be required to increase the rates of one Party to the benefit of the other Party. This Interlocal Agreement is merely intended to provide a framework for

the Parties to cooperate with one another in the provision of wastewater service to the public in each Party's respective city.

SECTION 5. INTEGRATION. This Interlocal Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

SECTION 6. SEVERABILITY. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

SECTION 7. MODIFICATIONS. Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

SECTION 8. ACKNOWLEDGEMENT. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

SECTION 9. WITHDRAWAL BY MUNICIPALITY. Any party to this Agreement may withdraw from the cooperative provision of this Agreement by providing no less than ten (10) days' written notice to the Clerk of each respective municipality. The purchase and sale of the Acquired Vehicle, however, is final and shall survive the termination of the cooperative provision.

SECTION 10. EFFECTIVE DATE. This Interlocal Agreement shall take effect on the date this Interlocal Agreement is filed with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Hardee County in the Public Records of Hardee County.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Town of Zolfo Springs, Florida and the City of Wauchula, Florida, on this _____ day of _____, 2013.

TOWN OF ZOLFO SPRINGS, FLORIDA

Juan Otero, Mayor

Attest: _____
Amanda Gibson, Town Clerk
Date: _____, 2013

APPROVED AS TO FORM:

Gerald Buhr, Town Attorney
Town of Zolfo Springs, Florida

CITY OF WAUCHULA, FLORIDA

Richard Keith Nadasky, Jr., Mayor

Attest: _____
Holly Collins Smith, City Clerk
Date: _____, 2013

APPROVED AS TO FORM:

Thomas A. Cloud, City Attorney
City of Wauchula, Florida