



HENDRY COUNTY
BOARD OF COUNTY COMMISSIONERS

P.O. BOX 2340
LABELLE, FLORIDA 33975-2340

city
copy

LESTER B. BAIRD, SR.
County Administrator

BARBARA BUTLER
Clerk

(863) 675-5295

January 29, 2007

Jimmy Luckey, Esquire
Post Office Drawer 1820
LaBelle, Florida 33975

Subject: Amended Interlocal Recreation Agreement between Hendry County and the City
of LaBelle

Dear Jimmy:

The Board of County Commissioners at their January 9, 2007 meeting approved the enclosed amendment to the Interlocal Recreation Agreement between the City of LaBelle and Hendry County. If acceptable, please have the appropriate officials execute the agreements and return one original to our office for filing.

Please contact Mark Lapp, County Attorney, at the above number if you have any questions about this matter.

Thank you.

Sincerely,

Felicia Bee
Legal Assistant
County Attorney's Office

fb/
Encl.

JANET B. TAYLOR
District 1

DARRELL R. HARRIS
District 2

W.T. "BILL" MADDOX
District 3

KEVIN S. MCCARTHY
District 4

W.C. "BO" PELHAM, JR.
District 5

Regular Board Meetings: 2nd and 4th Tuesday - 6:30 p.m.

AMENDED AND RESTATED INTERLOCAL RECREATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of January, 2007, amends that certain agreement made the 1st day of October, 1990, between HENDRY COUNTY, a political subdivision of the State of Florida, hereinafter called "County", and the CITY OF LABELLE, a municipal corporation existing under the laws of Florida, hereinafter called "City", to provide for recreational programs to residents of the City and unincorporated areas in the western part of the County.

WHEREAS, City and County determined that recreational programs should be provided jointly to residents of the City and unincorporated areas in the western part of the County in order to maximize the quantity and quality of such programs and to achieve certain efficiencies of operation, and

WHEREAS, City and County decided to jointly form a Recreation Board to organize and operate recreational facilities and programs in the City and the unincorporated area of Hendry County included in the West Hendry County Recreational Municipal Services Benefit Unit, and

WHEREAS, City and County entered into an interlocal agreement on October 1, 1990, to establish a Recreation Board and set forth its powers and duties and goals, and

WHEREAS, City and County now desire to amend the 1990 agreement to add a non-voting member to the Recreation Board.

NOW, THEREFORE CITY AND COUNTY AGREE AS FOLLOWS:

Hendry-LaBelle Recreation Board

1. The Hendry-LaBelle Recreation Board, hereinafter called "Board", consisting of five voting members and one non-voting member shall be established to carry out the programs authorized by this agreement, which Board shall have the powers and responsibilities set forth herein, plus all powers and duties reasonably implied and incident to the express powers set forth herein, plus such other powers as may be from time to time granted or implied by actions of City and County.
2. Two members of the Board shall be Councilmen designated by City, two members of the Board shall be the two Commissioners whose districts are most coexistent with the West Hendry County Recreational Municipal Service Benefit Unit, one member of the Board shall be a member designee of the Hendry County School Board, and one member of the Board shall be a resident of western Hendry County appointed by a majority of the Board. The western Hendry County resident shall be non-voting.
3. Except for the Commissioner members, Board members shall serve at the will of the respective designating bodies.
4. The Board shall commence and operate recreational programs within and without Hendry County for the principal benefit of the residents of the City and that

portion of Hendry County included within the West Hendry County Recreational Municipal Services Benefit Unit as established by Hendry County Resolution No. 88-71, and for such purposes the Board may employ necessary persons; enter into contracts for and purchase services, supplies, and goods; and manage and maintain the parks, recreational facilities and lands specifically identified by this agreement or placed under the Board's control by subsequent resolutions of City and County. Any persons employed by the Board shall be considered employees of the Board and not employees of the City or the County for the purposes of a salary, insurance, retirement or any other benefits.

5. The Board shall expend and contract to expend only such amounts and for such purposes as set forth in an annual budget jointly appropriated by the City and the County, and amendments thereto.

Special Assessments

6. The City shall assess and collect a special assessment of \$75.00 from each residence within the City of LaBelle, and the County shall assess and collect a special assessment of \$75.00 from each residence within the West Hendry County Recreation Municipal Service Benefit Unit as established by Hendry County Resolution No. 88-71, and the proceeds from such special assessments shall be jointly appropriated each year, along with such other moneys as determined by City and County, for recreational expenditures consistent with this agreement. Notwithstanding the above, City and County may assess a lesser amount or provide rebates, as each may choose, for recreational vehicle park sites. These special assessments may be amended from year to year by subsequent agreement of the City and County provided, however, that the special assessments adopted by the City and County shall be of an equal amount. Nothing in this agreement shall preclude either the City or the County from appropriating funds (in addition to the special assessment) to the Board for any recreational facility included in, or subsequently added to, this agreement.

Recreational Facilities

7. All lands and real property owned or leased in conjunction with programs and facilities operated by the Board shall be titled or leased to the City or the County or both rather than to the Board.
8. Approval for the purchase or lease of lands and real property with funds from special assessments levied pursuant to this agreement or with moneys appropriated to the Board shall require a majority vote of the governing bodies of both the City and the County.
9. The Board may purchase and own personal property consistent with its annual appropriations. Upon termination of this agreement, personal property owned by the Board shall be distributed to the City and the County on a basis consistent with the proportion of assessments levied and other contributions to the programs conducted hereunder. Any personal property purchase which becomes affixed, installed or connected to the facility or the real property shall be distributed to the

entity which owns that facility or real property so long as such meets the equitable distribution requirement of this paragraph.

10. The following lands, parks, and facilities owned or leased by the City shall be dedicated to the Board for the duration of this agreement:
 - a. Nature Park End of Hardee Street
 - b. James Singleton Community Park/Fordson Park
 - c. Alton Jones Kid Park
 - d. Joe Culiver Park
 - e. LaBelle Community Civic Park - Soccer
11. The following lands, parks, and facilities owned or leased by the County shall be dedicated to the Board for the duration of this agreement:
 - f. Lions Park, North of the River
 - g. Bob Mason Park
 - h. Boat Ramp Facilities, North of River
 - i. Davis Pratt Park
 - j. Pioneer Plantation Community Center Facilities
 - k. Felda Community Center Facilities
 - l. Rodeo Grounds
 - m. LaBelle Community Civic Park – Soccer
 - n. Hendry-LaBelle Community Sports Park
 - o. Recreation Office

Tort Liability

12. The Board shall be an agency of the City for activities occurring on City owned property and an agency of the County for activities occurring on County owned property for purposes of tort liability. From funds appropriated pursuant to this agreement, City and County shall be reimbursed for their insurance costs relating to Board activities and Board controlled facilities.
13. To the extent that an award or settlement exceeds available insurance coverage, each party, City and County, agree to hold harmless, indemnify, and contribute to awards for tort against the other party as may be required so that each party pays 50% of all such awards or settlements, provided, however, that neither party shall be required to contribute more than 50% of the amount for which it would be liable under the provisions of Section 768.28, Florida Statutes, were that party to be a sole defendant in conjunction with the subject occurrence.
14. Notwithstanding the above, no settlement of a claim against the Board requiring contribution by both City and County may be entered into without the consent of the governing bodies of both.

Termination

15. This Interlocal agreement may be terminated on October 1st of any year by either party upon a resolution adopted by that party's governing body and served upon the other party prior to June 15th of that year.

Severability

16. This Agreement shall not be severable. A determination and judgment by any Court of competent jurisdiction adjudging any part hereof invalid or unenforceable shall be deemed to make the entire agreement voidable, and this agreement shall become void and be deemed to be of no further effect thereafter unless within 60 days of such judgment the governing bodies of both parties shall resolve to amend and/or continue the interlocal agreement as to its remaining portions.

Commencement

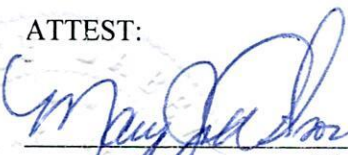
17. This agreement shall become effective upon its execution and filing according to law.

In witness thereof and pursuant to resolutions adopted by each, this interlocal agreement is executed and sealed on the date first written above.

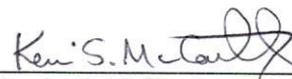
ATTEST:


Barbara Butler, Clerk
Anita Bischel, Deputy Clerk

ATTEST:


Deputy Clerk
Mary Jo Wilson

HENDRY COUNTY BOARD
OF COUNTY COMMISSIONERS


Kevin S. McCarthy, Chair

CITY OF LABELLE


Randal Bengston, Mayor