

INTERLOCAL AGREEMENT BETWEEN HENDRY COUNTY SHERIFF AND CITY OF LABELLE RELATING TO MARINE UNITS

THIS INTERLOCAL AGREEMENT is made and entered into effective the 9th day of October, 2025, by and between **Hendry County Sheriff's Office**, a constitutional office of the State of Florida, ("Sherriff") and the **City of LaBelle**, a municipal corporation of the State of Florida, by and through its City Commissioners ("LaBelle") (collectively, the "Parties").

WHEREAS, Sherriff has a dive team and LaBelle has a marine rescue team; and

WHEREAS, Sherriff and LaBelle desire to collaborate in a the development of a coordinated marine and dive program to expand their joint capabilities for Hendry County and for mutual aid programs; and

WHEREAS, Section 163.01, Florida Statutes, provides authority for local governments to enter into interlocal agreements to exercise jointly with each other any power, privilege or authority which such entities share in common and which each might exercise separately; and

WHEREAS, the parties wish to enter into an interlocal agreement to formalize and delineate the relationship between the Parties for policy guidance, planning, training; and to maximize inter-agency cooperation.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, it is mutually agreed by and between the Parties to this Agreement as follows:

1. Recitals. The recitals contained above are true and correct and form a factual basis for Sheriff and LaBelle entering into this Agreement.
2. Term. This Agreement shall remain in effect until thirty (30) days after either party provides written notice to the other of its intention to terminate this Agreement. Notwithstanding, either party shall continue to be responsible to pay for any financial obligations incurred to the other prior to the termination date. Any equipment provided by one party to the other pursuant to this Agreement shall be returned at the conclusion of the term.
3. Sheriff Responsibilities:
 - a. Provide a dive boat for use in joint operations of rescue and recovery.
 - b. Carry liability and property damage insurance for any vehicles titled in the Sherriff's name utilized in this Agreement.
4. LaBelle Responsibilities:

- a. Provide necessary upgrades for the dive boat to be utilized in joint operations.
 - b. Store and maintain the dive boat in good working order throughout the term of this Agreement. The boat will be stored at the South Main Street Fire Station in LaBelle, Florida.
5. Ownership and Modification. The Sherriff retains sole ownership of the dive boat; however LaBelle may request to make modifications to the dive boat. Requests for modification must be approved in writing and any modifications or equipment added to the dive boat will become property of the Sherriff at the conclusion of the term of this Agreement.
6. Authorization. LaBelle is authorized to utilize the Sherriff's dive boat for joint marine and dive operations.
6. Supervision. The Parties shall report to their respective staff on personnel and administrative matters. Each party shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees or volunteers. When engaged in joint operations, command shall be determined by the nature of the mission and appropriate authority with respect to Parties policies and procedures. The head of each participating agency shall determine the resources to be dedicated by that agency, including personnel, as well as the continued dedication of those resources. The agency head or designee shall be kept apprised of all developments by his or her subordinates.
7. Hold Harmless and Indemnification. The parties agree that by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity or increased its limits of liability as provided by Florida Statutes. Furthermore, the parties as agencies or subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, agree to be fully responsible for their own negligent or tortious acts or omissions which result in claims or suits against the other, and agree to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes.
8. Complete Agreement. This Agreement constitutes the complete agreement of the parties on the subject matter hereof and any prior writings, discussions or understandings shall be of no force or effect. This Agreement shall only be amended in a writing executed by the authorized representatives of both parties to this Agreement.
9. Notice. Any notice or other document required to be given pursuant to this Agreement by either party to the other shall be in writing and shall be delivered personally or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, to the following:

Sherriff: Hendry County Sherriff
101 S. Bridge St.
LaBelle, FL 33935

LaBelle: City of LaBelle
481 W. Hickpochee Ave.
LaBelle, FL 33935

10. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
11. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida. Venue for any action to enforce this Agreement shall be in Hendry County.
12. Assignment and Thiry-Party Rights. This Agreement is not intended to, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third-party against the Parties, or the officers, employees, agents, or other associated personnel thereof. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
13. Joint Preparation. Both parties have participated equally in the preparation of this Agreement and no provision of this Agreement shall be construed more strictly against either party on the premise that that party prepared the provision.
14. Effective Date. This Agreement shall become effective upon filing with the Hendry County Clerk of the Circuit Court.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

CITY OF LABELLE, FLORIDA

HENDRY COUNTY SHERIFF'S OFFICE

Julie Wilkins, Mayor

Steve Whidden, Sherriff