

From William
6-11-09

GLADES CO. BCC
REGULAR MEETING 2/11/97
EXHIBIT F

INTERLOCAL AGREEMENT

111292

interlocal agreement made this 11th day of

February, 1997 between Hendry County, a political subdivision of the State of Florida, hereinafter called "Hendry", and Glades County, a political subdivision of the State of Florida, hereinafter called "Glades", in consideration of the mutual promises, actions, forbearances and performances as set forth and described herein;



WHEREAS, Hendry has purchased and now operates water and wastewater utility system commonly known as LaBelle Utility System, hereinafter called "Utility", and

WHEREAS, the Utility serves users and potential users in the jurisdictional areas of both Hendry and Glades Counties, and

WHEREAS, Hendry and Glades have cooperated and supported the purchase of the Utility by Hendry for the purposes of maintaining and enhancing the Utility for the benefit of the citizens and landowners in both counties, and

WHEREAS, both counties are desirous of extending the service lines and taking other actions so that all lots within the Port LaBelle will have at least utility water availability, and

WHEREAS, Chapter 163, Florida Statutes, authorizes local governments to make interlocal agreements to accomplish purposes for their mutual benefits,

THEREFORE, HENDRY AND GLADES AGREE AS FOLLOWS:

EQUAL SERVICE/SERVICE AREA

- 1.) Hendry will own and operate the Utility for the benefit

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of the owners and residents within the Port LaBelle development area in both Hendry and Glades Counties, and shall provide its services to the owners and residents of both counties equally within the utility service area.

2.) The Service Area of the utility shall include the following areas:

Hendry County:

Plat Unit 1-13 of Port LaBelle, according to the recorded Plats thereof; and Sections 1-3, 10-12, and 13-15, Township 43 South, Range 30 East.

Glades County:

Plat Unit 102 of Port LaBelle, according to the recorded Plat thereof, and those portions of Sections 35 and 36, Township 42 South, Range 29 East, situated South of the Caloosahatchee River.

3.) The Service Area within each county may be expanded by amendment to this agreement.

4.) The Utility shall be the exclusive water and wastewater utility provider within the service area.

ADVISORY BOARD

5.) There is hereby created the Port LaBelle Utility Advisory Board (Board) which shall be composed of and have the responsibilities as follows:

a) The Board shall have five members, four of whom shall be appointed by the Hendry Board of County Commissioners and one of whom shall be appointed by the Glades Board of County Commissioners.

b) The terms of each member shall commence on July 1 of each odd numbered year and end on June 30 of the following odd

numbered year.

c) The Board shall have the same quorum and voting requirements as those under Florida law for a non-charter county board of county commissioners.

d) The Board shall meet at least quarterly and shall have the responsibility of making recommendations for annual operating, maintenance and construction budgets for the Utility.

The Board shall have such other responsibilities as may be jointly requested by Glades and Hendry.

e) A Board member may be removed at any time by action of the Board of County Commissioners which appointed that member.

GENERAL UTILITY EXPANSION POLICIES

6.) The parties adopt the following general policies for the expansion of Utility services throughout the Utility service area:

a) The Utility shall strive to extend its water service lines to all lots which require utility water to be eligible for a residential building permit as quickly as feasible.

b) The extension of water lines shall be financed by special assessments on the lots for which service lines are extended.

c) The utility shall develop and maintain hook-up fees which will provide adequate funds for water plant expansions as needed; for sewer line extensions as needed; and for sewer plant expansions as needed.

MSBU'S/SPECIAL ASSESSMENTS

7.) Hendry and Glades agree to promptly consider in good

faith the adoption of ordinances to establish Municipal Service Benefit Units (MSBU's) for the respective portions of the Utility service areas situated in each county.

8.) Hendry and Glades agree to promptly consider in good faith the adoption of resolutions to use the uniform method of special assessment collections as set forth in Section 197.3632, Florida Statutes, for special assessments levied within the respective MSBU's.

9.) Hendry and Glades agree to promptly consider in good faith the levies of special assessments on lots within the respective counties to finance extensions and maintenance of utility water service lines to such lots.

10.) Special Assessments levied under the provisions of this agreement shall be provided to Utility for use only for the purposes of constructing utility service lines for the benefit of the lots within each county and for the maintenance of such lines until actual use of the utility service is made by the lot.

11.) To the extent a utility escrow fund transferred to Hendry at the time of its purchase of the Utility contains an account for the extension of service lines to a lot within either county, the special assessment on each such lot shall be paid from the balance available in the fund on account for the respective lot.

12.) The construction special assessments which are not paid under the preceding paragraphs shall be pledged by Hendry and Glades for the issuance of bonds to finance the Utility service line extensions to the respective lots.

GENERAL PROVISIONS

13.) Hendry shall operate the Utility and manage the construction of the Utility consistent with the applicable rules, regulations and principals of purchasing, accounting and management for public projects within the State of Florida, and Glades shall be entitled to receive copies of all audits of Utility and such other records which it may deem desirable.

14.) Hendry shall pay from Utility funds all of the expenses for carrying out the activities required or anticipated by the provisions of this agreement, including those expenses directly incurred by Glades.

15.) This interlocal agreement may be terminated by either party in the event that a substantial obligation required of the other is breached, provided that the breaching party fails after a reasonable period of time following notice to cure the breach. Otherwise, this agreement may be amended or terminated only by the mutual consent of the parties.

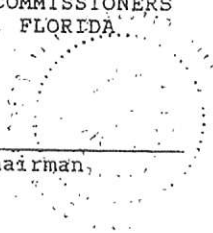
16.) This agreement shall be liberally construed to effectuate the provision of water and wastewater utility services to the owners and users of lands within the Utility service areas of both counties. Nothing herein shall be construed to require an action by either county when such action is quasi-judicial in nature or when such action may only be taken after public notice and hearing.

17.) This agreement shall be further construed to allow enforcement of any of its provisions with due regard for the equities thereof. For example, an obligation to extend utility

lines to portion of the utility service area shall be enforceable only if the requisite special assessments are levied and collected and the bonds to be issued based thereon are in fact issued.

18.) Notices regarding this agreement shall be mailed to the respective parties c/o the Clerk of the Circuit Court for each county, with a copy sent to the respective County Attorney.

BOARD OF COUNTY COMMISSIONERS
OF HENDRY COUNTY, FLORIDA


Cecil O. Akin
Cecil O. Akin, Chairman

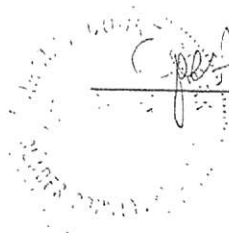
ATTEST:

Christine Pratt
Christine Pratt, Clerk

BOARD OF COUNTY COMMISSIONERS
OF GLADES COUNTY, FLORIDA

Robert S. Gresham
Chairman

ATTEST:


[Signature]

