

INTERLOCAL AGREEMENT BETWEEN
COLLIER COUNTY AND THE CITY OF NAPLES
REGARDING PARKS AND RECREATION

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2008, by and between Collier County, Florida (“County”) and the City of Naples, Florida (“City”).

RECITALS:

WHEREAS, residents from the unincorporated areas of Collier County currently enjoy recreating within facilities owned and operated by the City of Naples, including but not limited to, Fleischman Park and beach areas and related parking areas within the City of Naples; and

WHEREAS, the parties have over the years entered into separate interlocal agreements concerning the City’s Parks and Recreational areas, including but not limited to an Interlocal Agreement for City-County Beach Parking, recorded at OR Book 3563, Pg 1889, which agreement expires September 8, 2008; and

WHEREAS, Collier County and the City wish to enter into a long term agreement which would allow residents from unincorporated Collier County to use and enjoy all of the City’s Parks, Recreational facilities and Recreational Programs, on the same basis as those afforded to City residents; and

WHEREAS, the City is willing to allow the use of all of its Parks, Recreational Facilities and Recreational Programs to residents of unincorporated Collier County on the same terms and conditions as those afforded to residents of the City in exchange for an annual payment by the County in the sum of \$1,000,000, as adjusted in the manner set forth below.

WITNESSETH:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration exchanged amongst the parties, and in consideration of the covenants contained herein, the parties agree as follows:

1. All of the above RECITALS are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below.

2. This Agreement shall become effective as of October 1, 2008, and, unless otherwise modified by written agreement, will end September 30, 2018.

3. County residents shall be afforded the same rights and privileges as those granted to City residents to utilize all City Parks, Recreational facilities, and Recreational Programs, and shall pay the same fees and have access to the same parking as City residents.

4. With respect to beach access:

A. The City and the County hereby continue their established reciprocal beach parking program whereby all residents of Collier County may obtain a beach parking sticker valid for free parking at any County or City beach parking location.

B. The City will operate a beach patrol and maintenance program within the City to provide for beach and beach parking regulation enforcement, beach and beach parking cleanup, and beach and beach parking maintenance.

C. For the term of this Agreement the City agrees to provide at least 1048 parking spaces located at street beach ends or City Beach Parks that will be available for vehicles of County residents with valid beach parking stickers. These spaces may be metered, restricted for permit parking, or handicapped parking spaces as determined by the City. All spaces regardless of designation will be made equally available at no cost to City and County residents.

5. The first and second year payments (FY 2009 and FY 2010) to the City shall be \$1,000,000 (one million dollars) for each fiscal year. Commencing October 1, 2010, and each fiscal year thereafter, this payment will be adjusted, upward or downward, by multiplying the \$1,000,000 base payment by an adjustment factor. The adjustment factor will be the ratio of ad valorem taxes paid to the County's General Fund by property owners located within the City in the fiscal year just ended, divided by the ratio of ad valorem taxes paid to the County's General Fund by property owners located within the City during the fiscal year ending September 30, 2008. ~~Tax increment finance payments will not be a factor in the ratio calculations.~~

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6. A \$500,000 payment due shall be paid to the City not later than March 31 of each fiscal year. The remainder of the annual payment shall be paid not later than September 30 of

each fiscal year; this remainder payment shall be computed using the ratio identified in Section 5 above.

7. All notices required under this Agreement shall be directed to the following offices:

For the County: Office of the County Manager
3301 East Tamiami Trail
Naples, Florida 34112

For the City: Office of the City Manager
735 Eighth Street South
Naples, Florida 34102

8. With respect to the subject matter herein, this Agreement is the entire agreement between the parties, superseding all previous oral and written representations, understandings, and agreements between the parties. This Agreement can only be changed by a writing signed by both parties. The County shall record this Agreement at its sole cost in the Public Records of Collier County.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY OF NAPLES

Tara A. Norman, City Clerk

By: _____
BILL BARNETT, MAYOR

ATTEST:
DWIGHT E. BROCK, Clerk

BOARD OF COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
, Deputy Clerk

By: _____
TOM HENNING, CHAIRMAN

Approved as to form
and legal sufficiency:

Approved as to form and
legal sufficiency:

Jeffrey A. Klatzkow
County Attorney

Robert D. Pritt, City Attorney