

C89-0071-A

AMENDMENT TO
AGREEMENT
BETWEEN THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
COLLIER COUNTY

This AMENDMENT is entered into on February 28, 1989 between the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida, a public corporation of the State of Florida (DISTRICT), and Collier County, a political subdivision of the State of Florida (COUNTY).

In consideration of the benefits to each of the parties, the DISTRICT and the COUNTY agree to amend their AGREEMENT dated February 5, 1985 to read as follows:

1. Unless extended or terminated, the period of performance of this AGREEMENT shall commence on the date of execution and continue until terminated pursuant to Paragraph 22, below.
2. The DISTRICT hereby delegates to the COUNTY its authority to regulate the construction, repair and abandonment of water wells under Parts I and II of Chapter 40E-3, and Chapter 40E-30, Florida Administrative Code.
3. The COUNTY will review, evaluate and make final inspections and disposition of permit applications for the construction, repair or abandonment of water wells throughout Collier County.
4. The DISTRICT will review, evaluate and make final disposition as to the rules, regulations, authority and orders of DISTRICT pertaining to the consumptive use of water pursuant to Chapter 373, F.S. and applicable rules.

5. The COUNTY will withhold issuance of any Well Construction Permit, if the withdrawal from the proposed well will require a Consumptive Use Permit, until said permit application has been approved or until the DISTRICT has otherwise concurred in the issuance of the Well Construction Permit.

6. The COUNTY will provide to the DISTRICT, on a monthly basis, copies of all well construction permits issued during the previous month and all well completion reports received during the previous months. For the purpose of transmitting data, the COUNTY will install a computer terminal link with the DISTRICT.

7. The DISTRICT will provide COUNTY with application and well completion forms.

8. The COUNTY will keep all fees for applications submitted to the COUNTY.

9. The COUNTY will perform the appropriate monitoring and enforcement activities to ensure compliance with the provisions of its permits. This does not preclude the DISTRICT from conducting enforcement activities within the COUNTY. However, to the extent practical, the DISTRICT will not initiate enforcement action within the area of Collier County without prior communication or coordination with the local program, except in emergency situations.

10. The DISTRICT will forego implementation of a water well construction permitting program within Collier County.

11. This AGREEMENT does not cover or extend to the construction, operation, maintenance or abandonment of projects involving artificial recharge or the intentional introduction of water into any underground formation. No such activity may be begun without written permission of the DISTRICT pursuant to 373.106, F.S.

12. This **AGREEMENT** does not extend and does not apply to the construction, repair or abandonment of water wells by the **COUNTY** or any person on behalf of the **COUNTY**.

13. The Project Manager for the **DISTRICT** is Elizabeth Ross and all correspondence and communications from the **COUNTY** shall be directed to her. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this **AGREEMENT**.

14. All notices to the **COUNTY** under this **AGREEMENT** shall be in writing and sent by certified mail to Terri Newman, 3301 Tamiami Trail East, Naples, Florida, 33962-4977. All notices to the **DISTRICT** under this **AGREEMENT** shall be in writing and sent by certified mail to:

South Florida Water Management District

Attn: Division of Procurement and Contract Administration

P. O. Box 24680

3301 Gun Club Road

West Palm Beach, FL 33416-4680

The **COUNTY** shall also provide a copy of the notices to the **DISTRICT'S** Project Manager. All notices required by this **AGREEMENT** shall be considered delivered upon receipt. Either party may change address by providing prior written notice to the other of any change of address.

15. The **COUNTY** is an independent contractor and is not an employee or agent of the **DISTRICT**. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of an independent contractor, between the **DISTRICT** and the **COUNTY**, its employees, agents, subcontractors, or assigns, during or after the performance of this **AGREEMENT**.

16. The COUNTY shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this AGREEMENT without the prior written consent of the DISTRICT.

17. Professional Liability insurance coverage limits for the COUNTY shall be in accord with Florida Statutes 768.28.

18. To the extent permitted by Florida law, the COUNTY shall defend, indemnify, save, and hold the DISTRICT harmless from any and all claims, suits, judgments and liability for death, personal injury, or property damage arising directly or indirectly from the performance of this AGREEMENT by COUNTY, its employees, subcontractors or assigns, including legal fees, court costs, or other legal expenses. COUNTY acknowledges that it is solely responsible for its compliance with the terms of this AGREEMENT.

19. If either party initiates legal action including appeals, to enforce this AGREEMENT, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.

20. The COUNTY shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

21. If either party fails to fulfill its obligations under this AGREEMENT in a timely and proper manner, the other party shall have the right to terminate this CONTRACT by giving written notice of any deficiency and by allowing the party in default ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this AGREEMENT shall terminate at the expiration of the ten (10) day time period.

22. Either party may terminate this AGREEMENT at any time upon thirty (30) days prior written notice to the other party.

23. The term of this AGREEMENT may be extended or renewed only with the written approval of the parties.

24. This AGREEMENT may be amended only with the written approval of the parties.

25. Failures or waivers to enforce any covenant, condition, or provision of this AGREEMENT by the parties, their successors and assigns shall not operate as a discharge of, or invalidate, such covenant, condition, or provision, or impair the enforcement rights of the parties, their successors and assigns.

26. This AGREEMENT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The COUNTY recognizes that any representations, statements or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized DISTRICT representative. This AGREEMENT shall bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this AGREEMENT on the date written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By: [Signature]
Chairman

COLLIER COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Title: BURT L. SAUNDERS, Chairman

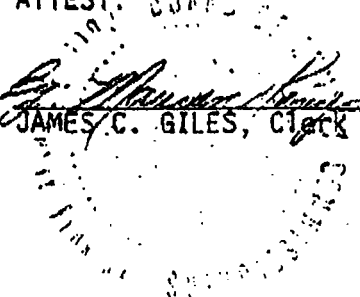
TRW

[Signature]

DATED: February 28, 1989

ATTEST: BOARD

[Signature], J.C.
JAMES C. GILES, Clerk



Approved as to form & legal sufficiency

[Signature]
Asst County Attorney

Steve ...
Protecting South Florida's Water Resources for 40 Years
1949-1989



South Florida Water Management District

P.O. Box 4680 • 3301 Gun Club Road • West Palm Beach, FL 33416-4680 • (407) 686-8800 • FL WATS 1-800-432-2045
ENV. SCI. & POLL. CONT.

RECEIVED

NOV 27 1991

WATER USE DIVISION

March 23, 1989

Collier County
3301 Tamiami Trail East
Naples, FL 33692 4977
attn: Terri Newman

SUBJECT: Contract No. C89-0071-A
Delegation of Water Well Regulation to Collier County

Dear Terri Newman:

Enclosed please find one (1) fully executed copy of the above referenced contract amendment. If you have any questions pertaining to the technical aspects of the document, please contact the project manager, Elizabeth Ross. If your questions are of an administrative nature, please contact the Division of Procurement and Contract Administration.

Your cooperation in this matter is appreciated.

Sincerely,

Marilyn Lewellen
Contract Administrator

ahm

Enclosure

c: Elizabeth Ross
Office of Counsel
Howard Taylor

Governing Board:

James F. Garner, Chairman - Fort Myers
Dean A. Jason, Vice Chairman - Key Biscayne

Arsenio Millian - Miami
Fritz Stein - Belle Glade
Mike Stout - Wintermere

Ken Adams - West Palm Beach
Valerie Boyd - Naples
James E. Nail - Fort Lauderdale

John R. Wodraska, Executive
Tilford C. Cruel, Deputy Executive