

**INTERLOCAL AGREEMENT FOR
WELL PERMITTING
BETWEEN
THE CITY OF SANIBEL AND LEE COUNTY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2014, by and between Lee County, a charter county and a political subdivision of the State of Florida, (“County”), acting by and through its Board of County Commissioners, the governing body thereof, and the City of Sanibel, a municipal corporation of the State of Florida (“City”), acting by and through its City Council, the governing body thereof (collectively, the “Parties” hereto).

WITNESSETH:

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County and the City Council is the governing body in and for the City of Sanibel; and

WHEREAS, the Parties hereto are duly empowered pursuant to Florida Statutes, in particular §163.01, Florida Statutes, to enter into interlocal agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, pursuant to the Delegation Agreement Between South Florida Water Management District and Lee County for Regulation of Water Wells, dated September 13, 2005, the County has been delegated the authority to administer and enforce the rules governing water well construction standards for all water wells in Lee County; and

WHEREAS, the Board of County Commissioners of Lee County adopted Ordinance No. 06-09, as amended (“*Ordinance*”), which provides for minimum requirements for safeguarding life, health and public welfare by regulating and controlling design, construction, alteration, repair, equipment, location, maintenance, and plugging of wells, borings, and elevator shafts in Lee County; and

WHEREAS, Section Two, Territorial Scope, of the Ordinance provides that it shall be applicable in all areas of Lee County where no other such regulatory programs are administered by another agency or municipality; and

WHEREAS, the City no longer desires to administer water well construction permits within the City; and

WHEREAS, the County agrees to administer and to issue water well construction permits for such activities within the City boundaries;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions hereinafter set forth, the Parties, intending to be legally bound, do hereby agree as follows:

SECTION ONE. PURPOSE

The purpose and intent of this Agreement is to set forth the terms and conditions for the County to implement and administer the water well permitting program in the City.

SECTION TWO. AUTHORITY FOR THE AGREEMENT

The City represents to the County that the execution and delivery of this Agreement has been authorized by all appropriate actions of the governing body of the City, has been executed and delivered by an authorized officer of the City, and constitutes a legal, valid and binding obligation of the City. The County represents to the City that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the governing body of the County, and has been executed and delivered by an authorized officer of the County and constitutes a legal, valid and binding obligation of the County.

SECTION THREE. SERVICES PROVIDED BY COUNTY

The County agrees to provide and perform the necessary services to complete the work of water well, soil boring and elevator shaft construction, inspections and permitting for the City. The County reserves the exclusive right to prioritize the scope of services which includes but are not limited to the following:

- A. Uphold requirements for safeguarding life, health and public welfare by regulating and controlling design, construction, alteration, repair, equipment, location, maintenance, and plugging of wells, borings, and elevator shafts.
- B. Respond to citizen request for action regarding well construction complaints and water quality problems. Provide ground water related reviews, analyses and reports as needed. Response to droughts will be based on County staff availability and extent of water shortage elsewhere in Lee County.
- C. Report hydrologic data from ground water levels and water quality generated from the well samples from newly constructed wells in the City.

SECTION FOUR. COLLECTION OF PERMITTING FEES BY THE COUNTY

The County will collect permitting fees from all water well contractors within the City limits for services rendered pursuant to the Lee County Well Code Ordinance. All permitting fees collected through the County's well code program will be in accordance with the current Lee County Well Code, External Fees and Charges Manual, as may be revised or amended from time to time. The City agrees not to impose any surcharge or administrative fees.

SECTION FIVE. VEGETATION INSPECTION BY THE CITY

The City reserves the authority to conduct a vegetation inspection and issue a city vegetation permit (if deemed required by the City) as a prerequisite to any permit issued by the County pursuant to this Agreement.

The County agrees to coordinate with the City by providing notice to the City of an application for a County permit pursuant to this Agreement (well water, soil boring, elevator shaft construction) whereupon the City will conduct such vegetation inspection, if deemed warranted by the city, in a timely manner.

SECTION SIX. DURATION AND TERMINATION OF AGREEMENT

The duration of this Agreement shall be from the date first written above until terminated by the Parties to this Agreement. Any party may terminate this Agreement after presenting in written form a notice of intent to terminate this Agreement to the other party, at least ninety (90) days prior to the intended date of termination.

SECTION SEVEN. NOTICES

Notices provided by this Agreement shall be served in writing and shall be deemed sufficient when delivered to any authorized representative of either Party, or if mailed by registered or certified mail, return receipt requested, to the address of the Party, below written, or such other addresses as the Parties may designate in writing. Such notices shall be effective three (3) days after the date the same is deposited in the mail, registered, first class postage pre-paid and addressed, whether or not received.

County:	Roland Ottolini Director of Natural Resources Public Works Building 1500 Monroe Street Fort Myers, FL 33901 (PO Box 398, Fort Myers, FL 33902))	City:	Judith A. Zimomra, City Manager City of Sanibel 800 Dunlop Road Sanibel, FL 33957
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SECTION EIGHT. AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended only by written amendment signed by both the City and County, except as otherwise specifically provided for herein. Such amendment shall be incorporated into the body of the original agreement and attached hereto. All other provisions of this original agreement shall remain in full force and effect.

SECTION NINE. APPLICABLE LAW

This Agreement shall be construed and interpreted according to the laws, rules and regulations of the State of Florida law, Lee County and the City of Sanibel.

SECTION TEN. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

SECTION ELEVEN. LIABILITY

The Parties agree that by execution of this Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increase its limits of liability as provided

for by §768.28, Florida Statutes, as may be revised or amended from time to time.

SECTION TWELVE. ACCEPTANCE

This Agreement shall become effective on the date first written above. This Agreement and any subsequent amendments hereto, shall be filed with the Clerk of the Circuit Court for Lee County and the City of Sanibel City Clerk.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first written above.

**CITY OF SANIBEL
City Council**

ATTEST:
City Clerk
City of Sanibel

By: _____
Kevin Ruane, Mayor

By: _____
Pamela Smith

Approved As To Form

By: *Kenneth B. Cuyler*
Kenneth B. Cuyler, City Attorney

(SEAL)

**LEE COUNTY, FLORIDA
Board of County Commissioners**

ATTEST:
CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

By: _____
Deputy Clerk

By: _____
Larry Kiker, Chair

Approved As To Form

By: _____
County Attorney's Office

(SEAL)