

**INTERGOVERNMENTAL AGREEMENT
FOR ENHANCED ENVIRONMENTAL RESOURCES PERMITTING
BETWEEN CITY OF NAPLES, AND THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION,
SOUTH DISTRICT OFFICE**

This Intergovernmental Agreement (Agreement) is entered into by and between the City of Naples, Florida, a political subdivision of the State of Florida, through the Naples City Council (City), and the State of Florida Department of Environmental Protection, South District Office, (Department) for the purpose of providing an enhanced level of water quality of the Naples Bay area as a service to the citizens of the City of Naples.

RECITALS

WHEREAS, under the Environmental Resource Permit (ERP) program authorized under Part IV of Chapter 373 of the Florida Statutes, the Department requires permits for the construction, alteration, removal or abandonment of any multi slip docks, piers, marinas, associated stormwater management systems, or other associated works in uplands and wetlands or other surface waters; and

WHEREAS, the Department of Environmental Protection has requested that several marine projects proposed in Naples Bay provide a net improvement to surrounding water quality; and

WHEREAS, representatives of these projects, the City and the Department have met to discuss this issue; and

WHEREAS, this discussion resulted in a proposal to enter into an arrangement whereby the City will undertake the design, permitting, construction and maintenance of the filter marsh project in Naples Bay; and

WHEREAS, up to four projects have agreed to provide funding to the City for the purpose of expediting this project in a more timely manner; and

WHEREAS, the services to be performed under this Agreement will provide a net improvement to water quality in the Naples Bay, benefit for the citizens of the City, and further a valid City purpose, and

WHEREAS, the City of Naples may enter into Intergovernmental Agreements pursuant to Section 125.01(1)(p), Florida Statutes (2005).

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants stated herein, the City, and the Department formally agree as follows:

1. The designated projects will transfer funds to the City of Naples within 30 days of the issuance of their respective permits. The City will provide documentation of the transfer to the Department within 7 working days.

2. This Agreement becomes effective on the date of final execution and shall remain in effect for a period of one year unless further extended by all parties. Any funds not fully expended during the term of this Agreement shall be applied to other City sponsored environmental restoration or water quality improvement activities approved by the Department.
3. In the event of one party's failure to fulfill any of its obligations under this Agreement, then the other parties may immediately terminate this Agreement at any time. Any party may also terminate this Agreement after providing written notice of its intent to terminate at least sixty (60) calendar days in advance of the date of termination. In addition, the terminating party must also provide the non-terminating party(ies) an opportunity to consult with the terminating party(ies) regarding the reason(s) for termination. In the event the Agreement is terminated, any unexpended funds remaining after the final payment to the employee(s) must be applied to other City sponsored environmental restoration or water quality improvement activities approved by the Department.
4. Notice will be deemed sufficient when delivered by certified mail to the appropriate party at the address set forth below:

For the City:

Dr. Robert E. Lee, City Manager
City of Naples
735 8th Street
Naples, FL 34102
(239) 213-1030

For the Department:

Lucianne Blair
Department of Environmental Protection
P.O. Box 2549
Fort Myers, FL 33902-2549
(239) 332-6975 (157)

5. The City's manager for this Agreement is Dr. Michael R. Bauer, phone (239) 213-1031. The Department's manager for this Agreement is Lucianne Blair, phone (239) 332-6975, extension 157. All matters pertaining to the administration of this Agreement are to be directed to the respective party's manager for appropriate action or disposition.
6. This Agreement will be recorded by the City in the Official Records of Collier County, Florida.

IN WITNESS THEREOF, the parties hereto have executed the Agreement by their duly authorized officials effective on the latter date set forth below.

DATED this _____ day of _____, 2007.

Bill Barnett, Mayor
City of Naples

Attest:

Approved as to form and legality:

Tara Norman, City Clerk
City of Naples

Robert D. Pritt, City Attorney
City of Naples

Jon M. Iglehart, District Director,
Florida Department of
Environmental Protection, South District

Approved as to form and legality
