

INTERLOCAL AGREEMENT BETWEEN  
COLLIER COUNTY AND THE CITY OF NAPLES  
FOR CLAM BAY WATER QUALITY STUDY

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Collier County, Florida (“County”) and the City of Naples, Florida (“City”).

**RECITALS:**

WHEREAS, on June 23, 2009, the Board of County Commissioners approved funding for a water quality study for Clam Bay; and

WHEREAS, Clam Bay is adjacent to the Seagate community which is included in the City of Naples; and

WHEREAS, the City of Naples has agreed to fund a portion of the water quality study not to exceed twenty-five thousand dollars; and

WHEREAS, Collier County will engage the professional services necessary to conduct the water quality study.

**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 on the date first written above and will be effective for one calendar year. This Agreement may be extended in writing by mutual agreement of both parties.
3. The City of Naples will provide funding to Collier County not to exceed twenty-five thousand dollars for a portion of the water quality study.
  - a. The City of Naples will fund the development of a water quality program for approximately \$23,644. This will include the review of all of the existing water quality data and all previous modeling studies along with setting the water quality standards in Clam Bay with FDEP and recommendations for a sampling program.

b. Collier County will provide the City of Naples invoices for reimbursement.

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

For the County: Gary J. McAlpin  
Director, Coastal Zone Management  
3301 Tamiami Trail East  
Naples, Florida 34112

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

5. 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.

**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: \_\_\_\_\_  
DONNA FIALA, CHAIRMAN

Approved as to form  
and legal sufficiency:

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Colleen M. Greene  
Assistant County Attorney

\_\_\_\_\_  
Robert D. Pritt, City Attorney