

AGREEMENT BETWEEN THE CITY OF CAPE CORAL
AND
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

THIS AGREEMENT, made and entered into this *10th* day of *October*, 1986, by and between the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, hereinafter referred to as DISTRICT, and the CITY OF CAPE CORAL, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the DISTRICT, pursuant to Chapter 373, Florida Statutes, as amended, and the Rules and Regulations duly adopted thereunder, has the authority and responsibility, within its jurisdiction, for the administration and enforcement of rules and regulations governing water wells; and

WHEREAS, the lands within the boundaries of the CITY are also within the boundaries of the DISTRICT, and are therefore subject to the rules, regulations, authority and orders of the DISTRICT, pursuant to Chapter 373, Florida Statutes, as amended; and

WHEREAS, the CITY, pursuant to Cape Coral City Ordinance Chapter 20 has the authority and responsibility, within its jurisdiction, for the administration and enforcement for rules and regulations governing water wells; and

WHEREAS, recognizing the CITY's regulatory experience, and to avoid a duplication or overlapping of permitting requirements which would result from the DISTRICT implementing its rules, Chapter 40 E-3, Florida Administrative Code, for the regulation of wells in the City of Cape Coral, and

WHEREAS, the DISTRICT desires nevertheless to accomplish its objectives in the CITY which would otherwise be accomplished through implementation of 40E-3, Florida Administrative Code, including protection of the water resources, location of wells, information from completion reports and assurance that all withdrawals which require a Consumptive Use Permit have a Consumptive Use Permit granted before construction; and

WHEREAS, both the DISTRICT and the CITY desire that each be allowed to accomplish its objectives within the geographic boundaries of the CITY in a cooperative manner.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

I. The minimum water well construction standards of the CITY are adequate for the protection of the water resources of the CITY in lieu of application of the provisions of Chapter 40E-3, Florida Administrative Code.

approval of the DISTRICT through modification of this Agreement before the modification may be considered a minimum standard as described in paragraph 1.

12. This Agreement shall commence upon execution by both parties and shall continue in full force and effect thereafter, provided that either party may terminate this agreement with or without cause upon giving the other party thirty (30) days written notice.

13. This Agreement does not extend and does not apply to the construction, repair or abandonment of water wells by the CITY or any person on behalf of the CITY.

14. Each party shall be responsible for its own liability under this Agreement.

15. This Agreement may be modified at any time with the consent of both parties.

16. This Agreement shall be effective when signed by the Chairman of the Governing Board for the DISTRICT and by the Mayor of the Cape Coral City Council for the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month and year first above written.

CITY OF CAPE CORAL

Mayor

Clerk, City of Cape Coral

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD

Chairman

Secretary

8/30/82