

**FOURTH AMENDMENT TO THE FUNDING AGREEMENT BETWEEN  
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT,  
ALACHUA COUNTY, CITY OF GAINESVILLE, AND THE  
STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FOR A PARTNERSHIP APPROACH FOR ASSESSING WATER QUALITY  
AND STORMWATER ISSUES IN THE ORANGE CREEK BASIN**

THIS AMENDMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("DISTRICT"), whose address is Post Office Box 1429, Palatka, Florida 32178-1429, the CITY OF GAINESVILLE, whose address is P.O. Box 490, Mail Station 58, Gainesville, Florida 32602 ("CITY"), ALACHUA COUNTY, whose address is 226 South Main, Gainesville, Florida 32601-6231 ("COUNTY"), and the STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Mail Station 530, Tallahassee, Florida 32399-3000 ("FDEP").

WHEREAS, DISTRICT, CITY, COUNTY, and FDEP entered into an Agreement on April 9, 1997, to address water quality and stormwater issues in the Orange Creek Basin; and

WHEREAS, DISTRICT, CITY, COUNTY and FDEP amended the Agreement on December 29, 1998; and

WHEREAS, DISTRICT, CITY, COUNTY and FDEP amended the Agreement a second time on April 9, 1999; and

WHEREAS, DISTRICT, CITY, COUNTY and FDEP amended the Agreement a third time on June 29, 1999; and

WHEREAS, DISTRICT, CITY, COUNTY, and FDEP desire to further modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, DISTRICT, CITY, COUNTY, and FDEP hereby agree to the following amendments:

1. **ARTICLE II - SCHEDULE OF WORK AND EFFECTIVE DATE**: shall be amended to read as follows:

"B. DISTRICT will prosecute the Work diligently, and complete the entire Work for use by not later than September 30, 2002, unless the date is extended by mutual agreement of the parties hereto."

**2. ARTICLE VI + RESPONSIBILITIES OF CITY, add Paragraph A.6 as follows:**

“Through Amendment #4, CITY, through its General Government, agrees to provide additional funding in the amount not to exceed Twenty Two Thousand Seven Hundred Fifty Dollars (\$22,750), as a matching contribution towards assessing water quality and stormwater issues in Paynes Prairie, City of Gainesville, Alachua County, and Orange, Newnans and Lochloosa Lakes.”

**3. ARTICLE VI - RESPONSIBILITIES OF CITY, add Paragraph B.6 as follows:**

“Through Amendment #4, CITY, through its Gainesville Regional Utilities, agrees to provide additional funding in the amount not to exceed Ten Thousand Dollars (\$10,000), as a matching contribution towards assessing water quality and stormwater issues in Paynes Prairie, City of Gainesville, Alachua County, and Orange, Newnans and Lochloosa Lakes.”

**4. ARTICLE VII - RESPONSIBILITIES OF COUNTY, add Paragraph H as follows:**

“Under Amendment #4, COUNTY will not be providing any additional funding, but will remain a signatory to the AGREEMENT and continue to participate as full partner based on their past commitment and obligations to the assessment of water quality and stormwater issues in Paynes Prairie, City of Gainesville, Alachua County, and Orange, Newnans and Lochloosa Lakes.”

**5. ARTICLE VIII - RESPONSIBILITIES OF FDEP, add Paragraph G as follows:**

“Through Amendment #4, FDEP agrees to provide additional funding in the amount not to exceed Ten Thousand Dollars (\$10,000), as a matching contribution towards assessing water quality and stormwater issues in Paynes Prairie, City of Gainesville, Alachua County, and Orange, Newnans and Lochloosa Lakes.”

**6. ARTICLE IX - RESPONSIBILITIES OF DISTRICT, add Paragraph K as follows:**

“Through Amendment #4, DISTRICT agrees to provide additional funding in the amount not to exceed Twenty Six Thousand Five Hundred Dollars (\$26,500), as a matching contribution towards assessing water quality and stormwater issues in Paynes Prairie, City of Gainesville, Alachua County, and Orange, Newnans and Lochloosa Lakes.”

DISTRICT, CITY, COUNTY, and FDEP agree that all other terms and conditions of the original Agreement are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the date set forth above.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

CITY OF GAINESVILLE

By: \_\_\_\_\_  
William W. Kerr, Chairman

By: \_\_\_\_\_  
Wayne Bowers, City Manager

By: \_\_\_\_\_  
Jeffrey K. Jennings, Secretary

By: \_\_\_\_\_  
Michael L. Kurtz, General Manager for Utilities

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by the Office of General Counsel

Approved as to Form and Legality

By: \_\_\_\_\_  
John W. Williams, Deputy General Counsel  
St. Johns River Water Management District

By: \_\_\_\_\_  
Raymond O. Manasco, Jr., Utilities Attorney  
City of Gainesville, Florida

ALACHUA COUNTY

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
FDEP Contract Manager

Approved as to Legal Form

Approved as to Form and Legality

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
FDEP Assistant General Counsel

By: \_\_\_\_\_  
FDEP Contracts Administrator

