

*PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW*



**INTERLOCAL AGREEMENT PROVIDING FOR CONTROL OF ILLICIT DISCHARGES WITHIN
PINELLAS COUNTY**

AGREEMENT PREPARED BY
PINELLAS COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENVIRONMENTAL MANAGEMENT
OCTOBER 2022

TABLE OF CONTENTS

SECTION	PAGE
1 RECITALS	5
2 PURPOSE	5
3 DUTIES	5
4 NOTICES	6
5 FILING AND TERM	8
6 WITHDRAWAL	9
7 REMOVAL FROM MS4 PERMIT	9
8 AMENDMENT	9
9 NON-APPROPRIATIONS	9
10 LIABILITY AND THIRD PARTIES	10
11 SEVERABILITY	10
12 APPLICABLE LAW	10
13 ENTIRE AGREEMENT	10

**INTERLOCAL AGREEMENT PROVIDING FOR CONTROL OF ILLICIT
DISCHARGES WITHIN PINELLAS COUNTY**

THIS INTERLOCAL AGREEMENT PROVIDING FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY (hereinafter referred to as this “Agreement”), is entered into on this _____ day of _____, 2022, among: (1) Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, City of Treasure Island, all of which are municipal corporations of the State of Florida (hereinafter—although separate parties hereto—collectively referred to as the “Cities”); and (2) Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as the “County”); and (3) the Florida Department of Transportation, an agency of the State of Florida (hereinafter referred to as “FDOT”). The Cities, County, FDOT are individually referred to as “Party,” or collectively referred to as the “Parties,” herein.

WITNESSETH:

WHEREAS, this Agreement is made and entered into between the Parties pursuant to the “Florida Interlocal Cooperation Act of 1969,” codified at Section 163.01 of the Florida Statutes;

WHEREAS, pursuant to Section 402 of the Federal Clean Water Act and regulations adopted in accordance therewith, each Party is required to be a permittee or co-permittee to a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for discharges of municipal stormwater to Waters of State;

WHEREAS, pursuant to Section 403.0885 of the Florida Statutes and regulations adopted in accordance therewith, the State of Florida has been delegated authority by the Federal Government

to issue NPDES Permits, including MS4 Permits;

WHEREAS, the Parties are co-permittees of MS4 Permit (FLS000005-004) (the “MS4 Permit”), which expires on June 30, 2023;

WHEREAS, notwithstanding the Parties being co-permittees to the MS4 Permit, each party hereto owns and operates its own MS4;

WHEREAS, Section I.C.1.a. of the MS4 Permit provides that each Party must comply with MS4 Permit conditions for its own MS4;

WHEREAS, Section II.E of the MS4 Permit provides that each Party must ensure legal authority to control discharges to and from its own MS4;

WHEREAS, Section II.A.7.a. of the MS4 Permit provides that each Party must effectively prohibit illicit discharges (i.e., non-stormwater discharges, subject to limited exceptions explained in Section II.A.7.a.) to its own MS4 through inspections, ordinances, and enforcement;

WHEREAS, in Section 2.1.3 of the Parties – initial application for an MS4 permit dated May 17, 1993, the Parties represented to the U.S. Environmental Protection Agency (EPA) that, consistent with Section (d)(2)(i)(D) of Part 40 of the Code of Federal Regulations, “it is anticipated that an interlocal agreement [addressing the joint control of illicit discharges] acceptable to each [Party] and EPA will be completed by May 1994;” Note that Town of Indian Shores was an applicant for the initial MS4 Permit application, but is not Party to this Agreement.

WHEREAS, in light of the above cited provisions from the MS4 Permit and Original MS4 Permit Application, the Parties have entered into a series of interlocal agreements affirming each Party’s accountability for its own MS4, most recently on February 20, 2018 (the “2017 Interlocal Agreement”);

WHEREAS, the 2017 Interlocal Agreement expires on November 30, 2022; and

WHEREAS, due to the impending expiration of the 2017 Interlocal Agreement, and the high likelihood that the MS4 Permit will be renewed by the Florida Department of Environmental Protection (FDEP) with similar terms and conditions, the Parties desire to enter into a new interlocal agreement with similar terms and conditions to the 2017 Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

SECTION 1. RECITALS

The recitals above are incorporated herein.

SECTION 2. PURPOSE

The purpose of this Agreement is to establish that each Party is responsible for regulating illicit discharges within its respective territorial jurisdiction.

SECTION 3. DUTIES

Each Party recognizes that, unless otherwise established through a separate written agreement with another Party, it is responsible for regulating illicit discharges from public or private lands within its territorial jurisdiction to: (a) its MS4; (b) another Party's MS4; or (c) waters of the State. Such regulation includes, but is not limited to, inspection and enforcement. Each Party further recognizes that it is responsible for compliance with the MS4 Permit.

SECTION 4. NOTICES

All notices under this Agreement directed from one Party to another Party shall be in writing and delivered via USPS Certified Mail. Notice shall be considered delivered and received as reflected by certified mail delivery receipt. All notices to any Party shall be sent to the following respective addresses:

FDOT:

Mr. James Scott Stevens
Maintenance Environmental Specialist
FDOT District VII
11201 N. McKinley Drive M.S. 1200
Tampa, FL 33612-6456

Belleair:

Ashley Bernal
Town Manager Assistant
Town of Belleair
901 Ponce De Leon Blvd.
Belleair, FL 33756-1096

Belleair Bluffs:

Mr. Russ Schmader
Public Works Supervisor
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770

Belleair Beach:

Mr. Kyle Riefler
Interim City Manager
City of Belleair Beach
444 Causeway Boulevard,
Belleair Beach, Fl 33786

Clearwater:

Ms. Sarah Kessler
Engineering Department
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Dunedin:

Ms. Michelle Monteclaro
Stormwater Program Coordinator
City of Dunedin
1405 County Road 1
Dunedin, FL 34698

Gulfport:

Mr. Tom Nichols
Public Works Director
City of Gulfport
2401 53rd St. South
Gulfport, FL 33707

Indian Rocks Beach:

Mr. Dean Scharmen
Public Services Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785-2899

Kenneth City:

Mr. Robert Duncan
Interim Town Manager
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709-1800

Madeira Beach:

Mr. Robin Ignacio Gomez
City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1996

Oldsmar:

Mr. Daniel Simpson
Public Works Director
City of Oldsmar
100 State Street West
Oldsmar, FL 34677-3756

Redington Beach:

Ms. Adriana Nieves
Town Clerk
Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708-1519

Safety Harbor:

Mr. Matthew Spoor
City Manager
City of Safety Harbor
750 Main St.
Safety Harbor, FL 34695

Largo:

City Engineer
City of Largo
P.O. Box 296
Largo, FL 33779-0296

North Redington Beach:

Ms. Mari Campbell
Town Clerk
Town of N. Redington Beach
190 173rd Avenue
North Redington Beach, FL 33708-1397

Pinellas Park:

Mr. Daniel Hubbard
Transportation & Stormwater Div. Director
City of Pinellas Park
6051 78th Ave. N.
Pinellas Park, FL 33781

Redington Shores:

Ms. Tracy Campbell
Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708-1299

South Pasadena:

Mr. Shawn Shimko
Public Works Director
City of South Pasadena
7047 Sunset Dr. S.
South Pasadena, FL 33707-2895

Seminole:

Mr. Rodney Due
Public Works Director
City of Seminole
9199 113th Street North
Seminole, FL 33772

St. Pete Beach:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Treasure Island:

Mr. Mike Helfrich
Public Works Director
City of Treasure Island
152 108th Ave.
Treasure Island, FL 33706

Tarpon Springs:

Mr. Anthony Mannello
Streets and Stormwater Supervisor
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689

Pinellas County:

Ms. Melanie Weed
Division of Environmental Management
Director
Pinellas County
22211 US 19 N. Bldg. 10
Clearwater, FL 33756

SECTION 5. FILING AND TERM

The County shall file a fully executed version of this Agreement with the Clerk of the Circuit Court; pursuant to Section 163.01(11) of the Florida Statutes. This Agreement shall take effect upon the date of such filing. Promptly after such filing, the County shall deliver one certified copy of this Agreement to each of the Cities and FDOT. Subject to extension or termination in accordance with the terms herein, this Agreement shall remain effect until November 30, 2027.

SECTION 6. WITHDRAWAL

Any Party may withdraw from this Agreement at any time for any reason by giving thirty (30) days' notice to each of the other Parties. The withdrawal of any Party shall not terminate this Agreement or in any way alter the obligations hereunder of the remaining Parties; however, if every Party withdraws pursuant to this Section, this Agreement shall terminate.

SECTION 7. REMOVAL FROM MS4 PERMIT

If any Party is removed, either voluntarily or involuntarily, as a co-permittee of the MS4 Permit, that Party shall no longer be a Party to this Agreement and shall promptly notify all other Parties of same. If the MS4 Permit is not extended, renewed, or re-issued by FDEP, this Agreement shall terminate on the date of the MS4 Permit expiration.

SECTION 8. AMENDMENT

This Agreement may be amended, extended, or terminated by written agreement of all Parties at any time.

SECTION 9. NON-APPROPRIATION

Each Party recognizes that this Agreement is not a commitment of appropriations by any Party's governing body.

SECTION 10. LIABILITY AND THIRD PARTIES

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party, or to extend the liability of any Party beyond the limits set forth in Section 768.28 of the Florida Statutes. Nothing herein shall be construed as consent by any Party to be sued by any third party for any matter arising from this Agreement. Nothing herein is intended to abrogate the right of any Party to seek any available legal remedies against any third party for any illicit discharge originating within or outside of that Party's territorial jurisdiction.

SECTION 11. SEVERABILITY

If any word, clause, sentence, paragraph, or section of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

SECTION 12. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida.

SECTION 13. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties. There are no other communications between the Parties, whether oral or written, that alter the terms herein.

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

PINELLAS COUNTY, by and through its
County Administrator

By: _____
Barry A. Burton

APPROVED AS TO FORM
By: Brendan Mackesey
Office of the County Attorney

(Other signature pages to be delivered to the other Parties separately)

**THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4
CO-PERMITTEES
FOR JOINT CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

Florida Department of Transportation

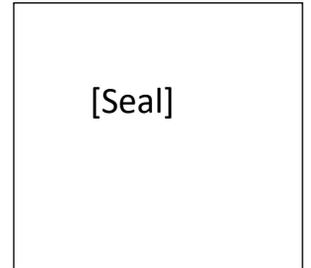
Francis Lewis
Director of Transportation Operations

Approved as to form:

Attorney

Attest:

[Seal]



**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

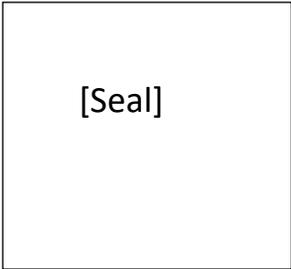
Town of Belleair

Michael Wilkinson
Mayor

JP Murphy
Town Manager

Approved as to form:

Attest:



Attorney

Christine Nicole
Town Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

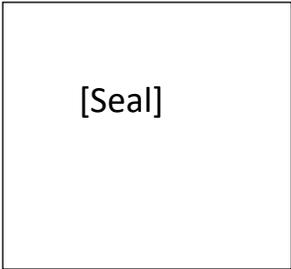
City of Belleair Bluffs

Chris Arbutine, Sr.
Mayor

Russ Schmader
Public Works Supervisor

Approved as to form:

Attest:



Thomas J. trask
Attorney

Alexis A. Silcox
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Belleair Beach

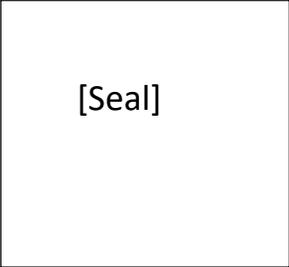
Joseph A. Manzo
Mayor

Approved as to form:

Fred Reilly
Attorney

Kyle Riefler
Interim City Manager

Attest:



Patricia A. Gentry
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Clearwater, Florida,
A municipal corporation and
political subdivision of the State of Florida

Tara Kivett, P.E.
Engineering Director

Approved as to form:

Laura Mahony
Attorney

Attest:



Rosemarie Call
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

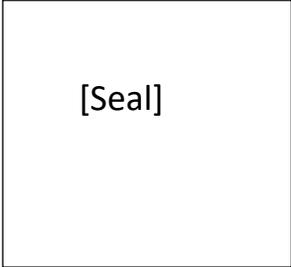
CITY OF DUNEDIN

Julie Bujalksi
Mayor

Jennifer Bramley
City Manager

Approved as to form:

Attest:



Nikki Day
City Attorney

Rebecca Schlichter
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

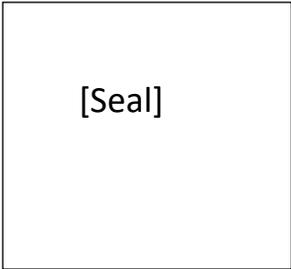
City of Gulfport

Samuel Henderson
Mayor

James E. O'Reilly
City Manager

Approved as to form:

Attest:



Andrew Salzman
Attorney

Lesley DeMuth
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Indian Rocks Beach

Brently Gregg Mims
City Manager

Approved as to form:

Randy D. Mora
City Attorney

Attest:

[Seal]

Deanne B. O'Reilly, MMC
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

Town of Kenneth City

Robert J. Howell
Mayor

Robert Duncan
Interim Town Manager

Approved as to form:

Attest:

[Seal]

Randy D. Mora
Attorney

Ana Cabezas
Town Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Largo

Henry Schubert
City Manager

Approved as to form:

Alan S. Zimmet
City Attorney

Attest:

[Seal]

Diane L. Bruner
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Madeira Beach

John Hendricks
Mayor

Robert J. Daniels
City Manager

Approved as to form:

Attest:

[Seal]

Thomas J. Trask
Attorney

Clara VanBlargan, MMC, MSM
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

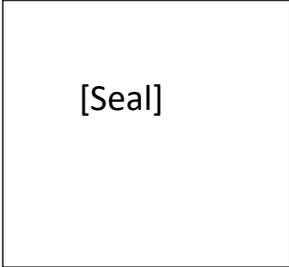
Town of North Redington Beach

William Queen
Mayor

Mari Campbell, CMC
Town Clerk

Approved as to form:

Attest:



Jay Daigneault
Attorney

Renee Schmader
Deputy Town Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

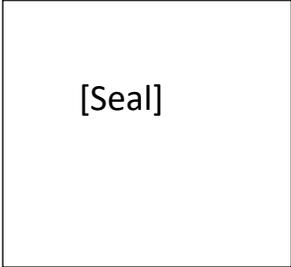
City of Oldsmar

Eric Seidel
Mayor

Al Braithwaite
City Manager

Approved as to form:

Attest:



Thomas J. Trask
Attorney

Ann Nixon
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

CITY OF PINELLAS PARK

Sandra Bradbury
Mayor

Bart Diebold
City Manager

Approved as to
form:

Attest:



City Attorney

Diane Corna
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

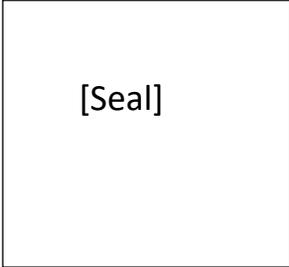
Town of Redington Beach

David Will
Mayor

Adriana Nieves, CMC
Town Clerk

Approved as to form:

Attest:



Robert Eschenfelder
Attorney

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

Town of Redington Shores

MaryBeth Henderson
Mayor

Tracy Campbell
Town Clerk

Approved as to form:

Attest:

[Seal]

Robert Eschenfelder
Attorney

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

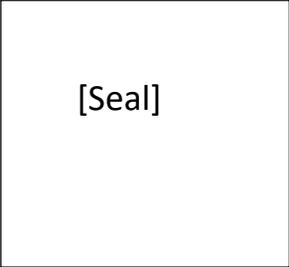
City of Safety Harbor

Joseph Ayoub
Mayor

Matt Spoor
City Manager

Approved as to form:

Attest:



Nikki Day
Attorney

Rachael Telesca
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of South Pasadena

Arthur Penny
Mayor

Approved as to form:

Julia Mandell
Attorney

Attest:

[Seal]

Carley Lewis, MBA, MMC, SHRM-CP
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

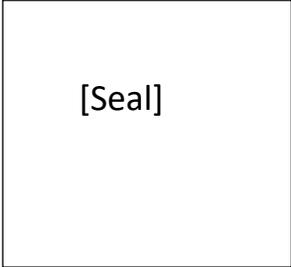
City of Seminole

Leslie Waters
Mayor

Ann Toney-Deal
City Manager

Approved as to form:

Attest:



Jay Daigneault
Attorney

Ann Marie Mancuso
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

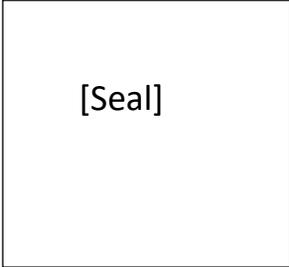
City of St. Pete Beach

Alan Johnson
Mayor

Alex Rey
City Manager

Approved as to form:

Attest:



Andrew Dickman
Attorney

Amber LaRowe
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

City of Treasure Island

Tyler Payne
Mayor

Amy Davis
City Manager

Approved as to form:

Attest:

[Seal]

Jennifer Cowan
Attorney

Celine Kidwell
City Clerk

**THE INTERLOCAL AGREEMENT PROVIDING
FOR CONTROL OF ILLICIT DISCHARGES WITHIN PINELLAS COUNTY**

CITY OF TARPON SPRINGS

Costa Vatikiotis
Mayor

Mark LeCouris
City Manager

Approved as to form:

Attest:

[Seal]

Thomas J. Trask
Attorney

Irene Jacobs
City Clerk