

***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 BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

**AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENVIRONMENTAL MANAGEMENT**

MARCH 2020

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

This INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) CO-PERMITTEES FOR WATER QUALITY MONITORING AND ASSESSMENT (this “Agreement”), is made and entered into on this _____ day of _____ 2020, between (1) Pinellas County, a political subdivision of the State of Florida (the “COUNTY”); and (2) the following municipalities in Pinellas County, Florida: 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, and City of Treasure Island (although separate parties hereto collectively the “CO-PERMITTEES”).

WITNESSETH:

WHEREAS, the COUNTY and CO-PERMITTEES are co-permittees on Florida Department of Environmental Protection (FDEP) NPDES MS4 Permit FLS000005 (the “MS4 Permit”), which is effective July 1, 2018 through June 30, 2023;

WHEREAS, Part V.B.2 of the MS4 Permit requires that the parties develop a Water Quality Monitoring and Assessment Program (“Assessment Program”), either individually or collaboratively, to gauge the overall effectiveness of each party’s respective

Stormwater Management Programs in identifying local sources where the MS4 is adversely affecting surface water quality;

WHEREAS, the parties desire to complete the requisite Assessment Program collaboratively;

WHEREAS, the COUNTY is willing to fully perform the Assessment Program on the terms and conditions stated herein and CO-PERMITTEES are agreeable to same; and

WHEREAS, the parties agree that cost-sharing the Assessment Program based on jurisdictional area is fair and equitable.

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, the parties hereto mutually agree as follows:

SECTION 1. RECITALS

The recitals set forth in the “WHEREAS” clauses above are ratified, confirmed as true and correct, and are incorporated into this Agreement.

SECTION 2. COUNTY PERFORMANCE OF ASSESSMENT PROGRAM

The COUNTY shall fully perform the Assessment Program, as detailed in Exhibit A attached hereto, for Fiscal Years 2021, 2022, 2023, 2024, and 2025. For purposes of this Agreement, a “Fiscal Year” is October 1 through September 30.

SECTION 3. COST ALLOCATION

The parties, including the COUNTY for unincorporated areas, shall share the total actual annual operating, labor, and laboratory analyses costs (“Costs”) of the Assessment Program on a pro-rata basis based upon jurisdictional acreage as provided in Exhibit B

attached hereto. The COUNTY shall determine Costs for each Fiscal Year in the first quarter of each subsequent calendar year. For example, the County shall determine Costs for Fiscal Year 2021 between January 2022 and March 2022.

By April 1 of each year, the COUNTY shall invoice each CO-PERMITTEE for its respective share of Costs for the prior Fiscal Year. For example, invoices for Fiscal Year 2021 (October 1, 2020 through September 30, 2021) shall be delivered to CO-PERMITTEES no later than April 1, 2022. Each CO-PERMITTEE shall make payment of such invoice to the COUNTY within forty-five (45) days of receipt of the invoice in accordance with the Florida Prompt Payment Act, section 218.72, et. seq., Florida Statutes. The invoice shall include a breakdown of operating, labor, and laboratory analyses costs.

SECTION 4. NOTICE

All notices, payments, and other written communications between the parties shall be sent by electronic mail, certified U.S. mail, or courier delivery service. Notices shall be considered effective when delivered as reflected by an electronic mail read receipt, a certified mail delivery receipt, or a courier service delivery receipt. Any notices, invoices, payments, and written communications shall be delivered to each party at the contact information provided below:

Belleair Bluffs:

Mr. Russ Schmader
rschmader@belleairbluffs-fl.gov
Public Works Supervisor
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770

Clearwater:

Ms. Sarah Kessler
sarah.kessler@myclearwater.com
Engineering Department
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Gulfport:

Mr. Tom Nicholls
tnicholls@mygulfport.us
Public Works Director
City of Gulfport
2401 53rd St. South
Gulfport, FL 33707

Kenneth City:

Mr. Matthew Campbell
campbellm@kennethcityfl.org
Town Manager
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709-1800

Madeira Beach:

Mr. Robert J. Daniels
rdaniels@madeirabeachfl.gov
City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1996

Oldsmar:

Ms. Janice C. Bennett
nbennett@myoldsmar.com
Public Works Director
City of Oldsmar
100 State Street West
Oldsmar, FL 34677-3756

Belleair:

Mr. Michael Shumaker
mshumaker@townofbelleair.net
Public Services Manager
Town of Belleair
901 Ponce De Leon Blvd.
Belleair, FL 33756-1096

Belleair Beach:

Mr. Lynn Rives
lynn.rives@cityofbelleairbeach.com
City Manager
City of Belleair Beach
444 Causeway Boulevard,
Belleair Beach, Florida 33786

Dunedin:

Ms. Whitney Marsh
wmarsh@dunedinfl.net
Stormwater Program Coordinator
City of Dunedin
1405 County Road 1
Dunedin, FL 34698

Indian Rocks Beach:

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

Largo:

Mr. Jerald Woloszynski
jwoloszynski@largo.com
City Engineer
City of Largo
P.O. Box 296
Largo, FL 33779-0296

North Redington Beach:

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

Redington Beach:

Ms. Missy Clarke
townclerk@townofredingtonbeach.com
Town Clerk
Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708-1519

Safety Harbor:

Mr. Matthew Spoor
mspoor@cityofsafetyharbor.com
City Manager
City of Safety Harbor
750 Main St.
Safety Harbor, FL 34695

Seminole:

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

St. Pete Beach:

Public Works Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Treasure Island:

Mr. Mike Helfrich
mhelfrich@mytreasureisland.org
Public Works Director
Treasure Island Public Works
120 108th Avenue
Treasure Island, FL 33706

Pinellas Park:

Mr. Daniel Hubbard
dhubbard@pinellas-park.com
Transportation & Stormwater Div. Director
City of Pinellas Park
6051 78th Ave. N.
Pinellas Park, FL 33781

Redington Shores:

Ms. Sarah Mauter
townclerk@townofredingtonshores.com
Deputy Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708-1299

South Pasadena:

Mr. Gary Anderson
pworks@mysouthpasadena.com
Public Works Director
City of South Pasadena
7047 Sunset Dr. S.
South Pasadena, FL 33707-2895

Tarpon Springs:

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

SECTION 5. AGREEMENT TERM

This Agreement shall take effect after the COUNTY, pursuant to Section 163.01(11), Florida Statutes, has filed a fully executed version of this Agreement with the Clerk of Circuit Court of Pinellas County. This Agreement shall remain in effect until all invoices for Fiscal Year 2025 are paid.

SECTION 6. WITHDRAWAL FROM AGREEMENT

Any party may withdraw from Agreement by notifying all other parties in writing at least thirty (30) calendar days prior to the beginning of the next Fiscal Year, which is no later than September 1. Notwithstanding any CO-PERMITTEE'S withdrawal, this Agreement shall remain in full force and effect as it pertains to the remaining CO-PERMITTEES and the COUNTY. If the COUNTY withdraws, however, this AGREEMENT shall terminate upon receipt of notice by all CO-PERMITTEES.

SECTION 7. NON-APPROPRIATION

The parties understand that each party's performance of this Agreement is contingent upon annual appropriation of funds by that party's governing body for obligations hereunder. If such appropriations by any party's governing body are reduced or eliminated, that party shall promptly notify the other parties. In such event, that party shall owe no funds for the Fiscal Year(s) that funds were not appropriated. Each party understands that this Agreement is not a commitment of future appropriations by any party's governing body.

SECTION 8. LIABILITY

Each party shall be responsible for its own negligence under this Agreement. Nothing herein shall be construed as a waiver of any party's sovereign immunity under Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by any party to be sued by third parties.

SECTION 9. CHOICE OF LAW

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida. Any state litigation arising from this Agreement shall be filed in a court of competent jurisdiction in Pinellas County, Florida. Any federal litigation arising from this Agreement shall be filed in the Middle District of Florida, Tampa Division.

SECTION 10. COMPLIANCE WITH LAWS

At all times, the parties shall comply with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue, including but not limited to Florida laws regarding the retention and disclosure of public records.

SECTION 11. ENTIRE AGREEMENT AND MODIFICATION

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein, and this Agreement shall supersede all previous communications, representations, and agreements, whether written or verbal, between the parties.

This Agreement may be amended, extended, or terminated by mutual written agreement of the parties at any time.

SECTION 12. SEVERABILITY

If any clause or portion of a clause in this Agreement is determined to be invalid under the rule of law, the remainder of this Agreement shall remain in full force and effect.

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

PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners

By: _____
Pat Gerard, Chair

ATTEST:

Deputy Clerk

APPROVED AS TO FORM:

Brendan Mackesey, Assistant County Attorney