

*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 JOINT CONTROL OF POLLUTANTS WITHIN
PINELLAS COUNTY**

AGREEMENT PREPARED BY
PINELLAS COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENVIRONMENTAL MANAGEMENT
OCTOBER 2017

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**INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS
WITHIN PINELLAS COUNTY**

THIS INTERLOCAL AGREEMENT PROVIDING JOINT CONTROL OF POLLUTANTS WITHIN PINELLAS COUNTY (hereinafter referred to as “Agreement”), is entered into this ____ day of _____, 2017, 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 “Cities”); (2) Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as “County”); and (3) the Florida Department of Transportation, an agency of the State of Florida (hereinafter referred to as “FDOT”). Cities, County, and FDOT are collectively referred to as “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, Florida Statutes;

WHEREAS, pursuant to Section 402 of the Federal Clean Water Act and regulations adopted in accordance therewith, which set forth the National Pollutant Discharge Elimination System (hereinafter referred to as “NPDES”) Permit Program, each party hereto is required to be a permittee or co-permittee to a Municipal Separate Storm Sewer System (hereinafter referred to as “MS4”) Permit (hereinafter referred to as “MS4 Permit”);

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 administer the NPDES Program and issue MS4 Permits;

WHEREAS, the Parties are co-permittees of the MS4 Permit (FLS000005);

WHEREAS, notwithstanding the Parties being co-permittees of a single MS4 Permit, each party hereto owns or operates its own MS4 as that term is defined by Chapter 62-624, F.A.C;

WHEREAS, the Parties entered into an Interlocal Agreement on June 6, 2012 that expired on May 31, 2017 to jointly control pollutants by affirming each party's accountability for its own MS4;

WHEREAS, due to the expiration of the Interlocal Agreement mentioned above, it is the mutual desire of the Parties to enter into a similar Interlocal Agreement for a new approximate five-year term; and

WHEREAS, it is the mutual desire of the Parties to clarify the legal authority of each party hereto to pursue enforcement for discharges originating outside that party's jurisdiction.

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

SECTION 1. PURPOSE

The purpose of this Agreement is to set forth the relationship of the Parties with respect to their general responsibilities to control the contribution of pollutants from one MS4 to another MS4 or to Waters of the State.

SECTION 2. GENERAL RESPONSIBILITIES

The Parties recognize that unless otherwise established through a separate agreement, each party is responsible for controlling pollutants in discharges from public or privately owned lands within its territorial jurisdiction to that party's MS4, or to another party hereto MS4, or to Waters of the State. The Parties shall be independently and separately responsible for controlling the contribution of pollutants as necessary to meet the requirements of Chapter 62-624, F.A.C, from their respective MS4 to another MS4, or to Waters of the State. Nothing herein is intended to serve as a waiver of sovereign immunity by any party hereto, or to extend the liability of any party beyond the limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by any party hereto to be sued by third parties in any matter arising out of this Agreement. This Agreement is not intended, nor shall it be construed, to inure to the benefit of any third person or entity not a party hereto. Nothing herein is intended to abrogate the right of any party hereto to seek any and all available legal remedies against third persons or entities, for discharges originating outside of that party's jurisdiction.

SECTION 3. COPIES

Upon final execution of this Agreement, one (1) certified copy of this Agreement shall be provided to each party hereto.

SECTION 4. NOTICES

All notices under this Agreement directed from one party hereto to another party hereto 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 hereto shall be sent to the following respective addresses:

FDOT:

Ms. Sue Moore
Maintenance / Environmental
Coordinator
FDOT District VII
11201 N. McKinley Drive M.S. 1200
Tampa, FL 33612-6456

Belleair Bluffs:

Ms. Debra S. Sullivan
City Clerk
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770

Clearwater:

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

Gulfport:

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

Kenneth City:

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

Belleair:

Mr. Ricky Allison
Public Services Manager

Town of Belleair
901 Ponce De Leon Blvd.
Belleair, FL 33756-1096

Belleair Beach:

Mr. Lynn Rives
City Manager
City of Belleair Beach
444 Causeway Boulevard,
Belleair Beach, FL 33786

Dunedin:

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

Indian Rocks Beach:

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

Largo:

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

Madeira Beach:

Mr. Derryl O' Neal
City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1996

Oldsmar:

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

Redington Beach:

Ms. Missy Clarke
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

Seminole:

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

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. Tracey Cain
Deputy Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708-1299

South Pasadena:

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

St. Pete Beach:

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

Treasure Island:

Mr. James Newton
Water Pollution Control Supervisor
City of Treasure Island
120 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. Kelli Hammer Levy
Pinellas County Division of Environmental
Management
22211 US 19 N. Bldg. 10
Clearwater, FL 33756

SECTION 5. WITHDRAWAL AND TERMINATION

Any party hereto may withdraw itself as a party to this Agreement without cause by giving thirty (30) days' written notice to each of the other remaining parties hereto. The withdrawal of any party hereto shall not terminate this Agreement or in any way alter the obligations hereunder of the remaining parties hereto. This Agreement may only be terminated if all remaining parties hereto either: (1) mutually agree in writing to terminate this Agreement; or (2) each withdraw themselves as parties in accordance with this section.

SECTION 6. 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 7. FILING, EFFECTIVE DATE, AND TERM

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of Circuit Court of Pinellas County, Florida after the Agreement has been fully executed by the Parties, and shall take effect upon the date of filing. This Agreement shall remain effective until November 30, 2022, unless renewed in writing by mutual agreement of the Parties for any additional length of time.

[REMINDER OF PAGE LEFT INTENTIONALLY BLANK]

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: _____
Mark S. Woodard, County Administrator

APPROVED AS TO FORM:

By: _____
Office of County Attorney

(Other signature pages to be delivered to parties separately)

STATE OF FLORIDA

By: _____

Print Name: _____

Title: _____

CITY OF _____

By: _____

Print Name: _____

Title: _____

ATTEST:

Print Name: _____