

***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 THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR WATER QUALITY MONITORING AND ASSESSMENT**

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

June 2020

**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND
THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR WATER QUALITY MONITORING AND ASSESSMENT**

This INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION 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 Florida Department of Transportation (the “DEPARTMENT”).

WITNESSETH:

WHEREAS, the COUNTY and the DEPARTMENT, together with certain municipalities in Pinellas County, are co-permittees on the 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 permittees develop a Water Quality Monitoring and Assessment Program (“Assessment Program”), either individually or collaboratively, to gauge the overall effectiveness of each permittee’s respective Stormwater Management Program 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 the DEPARTMENT is agreeable to same;

WHEREAS, the COUNTY has entered into an interlocal agreement—similar to this Agreement—with its municipal MS4 co-permittees providing for cost sharing of the Assessment Program, with each municipality’s contribution adjusted annually based upon jurisdictional acreage;

WHEREAS, rather than adjust the DEPARTMENT’S financial contribution annually, the parties agree that \$40,000 per year is a fair DEPARTMENT contribution to the Assessment Program for DEPARTMENT Fiscal Years 2021, 2022, 2023, 2024, and 2025; and

WHEREAS, a DEPARTMENT Fiscal Year runs from July 1 through June 30.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties 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, during the term of this Agreement.

SECTION 3. DEPARTMENT COST CONTRIBUTION

For its performance under this Agreement, the COUNTY shall be paid a \$40,000 yearly fee by the DEPARTMENT, or \$200,000 total for services provided during the term of this Agreement.

. Each County invoice shall include a breakdown of operating, labor, and laboratory analyses costs with the water quality data reports.

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:

COUNTY:

Joseph Thames
NPDES Coordinator
Pinellas County Division of
Environmental Management
22211 US Hwy 19 N
Building 10
Clearwater, FL 33765
jthames@pinellascounty.org

DEPARTMENT:

John Iten
Maintenance Environmental Specialist
Florida Department of Transportation,
District 7
11201 N. McKinley Drive, M.S. 1200
Tampa, FL 33612-6456
John.Iten@dot.state.fl.us

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 the DEPARTMENT fully pays the invoice for DEPARTMENT Fiscal Year 2025 (ending June 30, 2025).

SECTION 6. TERMINATION

Either party may terminate this Agreement by notifying the other party in writing at least thirty (30) calendar days prior to the beginning of the next DEPARTMENT Fiscal Year, which is no later than June 1. Should the DEPARTMENT opt to terminate this Agreement, the DEPARTMENT recognizes that (a) the County will notify FDEP of such termination; and (b) FDEP may require the DEPARTMENT to complete its own assessment program under the MS4 Permit. For example, if the DEPARTMENT does not wish to pay the COUNTY to perform the Assessment Program for DEPARTMENT Fiscal Year 2022 and future DEPARTMENT Fiscal Years, it must notify the COUNTY no later than June 1, 2021.

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 either party's governing body are reduced or eliminated, that party shall promptly notify the other party. 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 the other 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 County Administrator

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Barry Burton, County Administrator

Title: _____

APPROVED AS TO FORM:

Brendan Mackesey, Assistant County Attorney