

***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 53<sup>rd</sup> 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  
190 173<sup>rd</sup> 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  
120 108<sup>th</sup> 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:**

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:

\_\_\_\_\_  
Ken Burke, Clerk of the Circuit Court

APPROVED AS TO FORM:

*Brendan Mackesey*  
\_\_\_\_\_  
Brendan Mackesey, Assistant County Attorney


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

CITY OF BELLEAIR BEACH

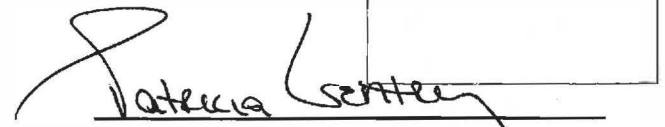
  
\_\_\_\_\_  
Joseph A. Manzo  
Mayor

  
\_\_\_\_\_  
Lynn Rives  
City Manager

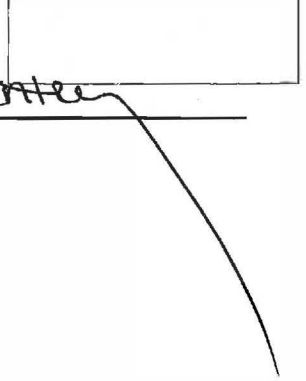
Approved as to form:

  
\_\_\_\_\_  
Fred Reilly  
Attorney

Attest:

  
\_\_\_\_\_  
Patricia A. Gentry  
City Clerk

Seal



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

City of Belleair Bluffs



Chris Arbutine, Sr.  
Mayor



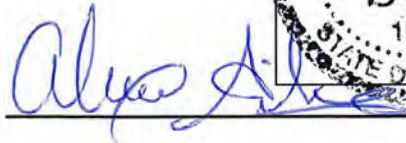
Debra Sullivan  
City Administrator

Approved as to form:



Thomas J. Trask  
Attorney

Attest:

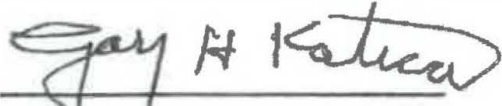


Alexis A. Silcox  
City Clerk



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

TOWN OF BELLEAIR



Gary H. Katica  
Mayor



JP Murphy  
Town Manager

Approved as to form:



David Ottinger  
Attorney

Attest:

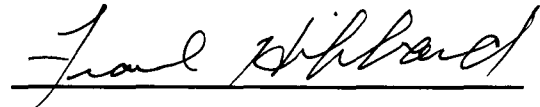


Christine Nicole  
Town Clerk

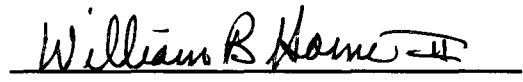


**THE INTERLOCAL AGREEMENT BETWEEN  
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR  
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF CLEARWATER, FLORIDA,  
A municipal corporation and  
political subdivision of the State of Florida



Frank Hibbard  
Mayor



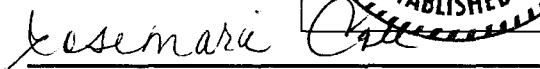
William B Horne II  
City Manager

Approved as to form:

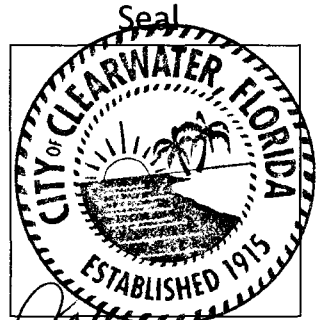


Laura Mahony  
Attorney

Attest:

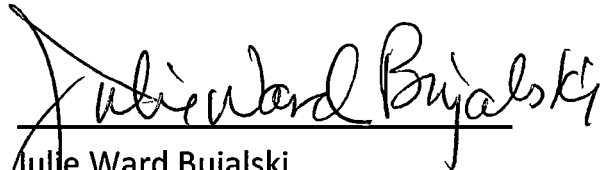


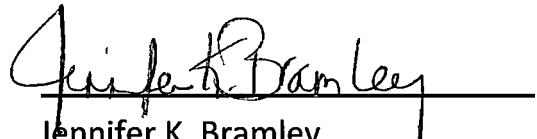
Rosemarie Call  
City Clerk




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

CITY OF DUNEDIN

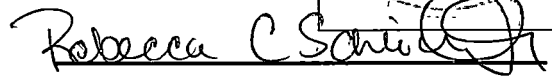
  
Julie Ward Bujalski  
Mayor

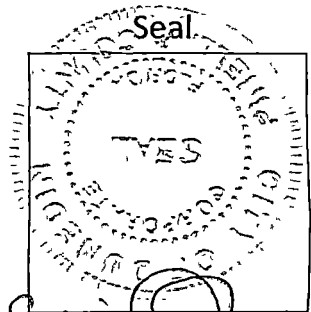
  
Jennifer K. Bramley  
City Manager

Approved as to form:

  
Thomas J. Trask  
Attorney

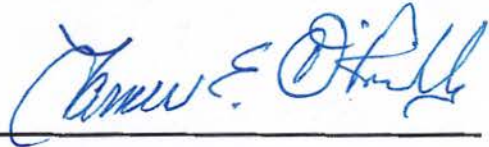
Attest:

  
Rebecca Schlichter  
City Clerk



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

City of Gulfport



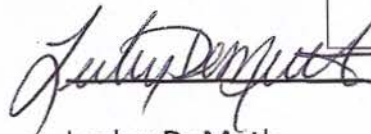
James E. O'Reilly  
City Manager

Approved as to form:



Andrew Salzman  
Attorney

Attest:



Lesley DeMuth  
City Clerk

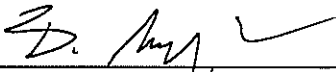
Seal



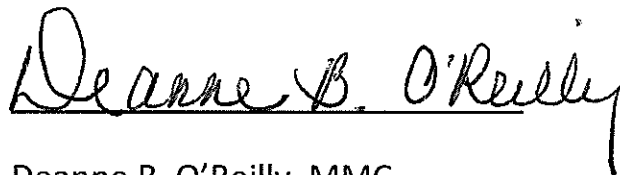


THE INTERLOCAL AGREEMENT BETWEEN  
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR  
WATER QUALITY MONITORING AND ASSESSMENT

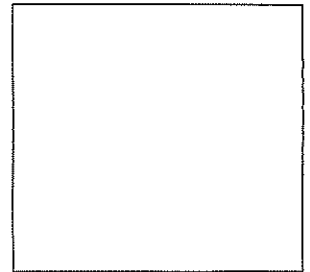
CITY OF INDIAN ROCKS BEACH

  
\_\_\_\_\_  
Brently Gregg Mims  
City Manager

Attest:

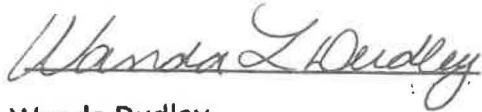
  
\_\_\_\_\_  
Deanne B. O'Reilly, MMC  
City Clerk

Seal

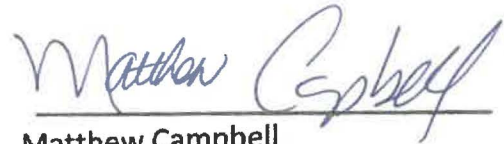


THE INTERLOCAL AGREEMENT BETWEEN  
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR  
WATER QUALITY MONITORING AND ASSESSMENT

TOWN OF KENNETH CITY




Wanda Dudley  
Mayor



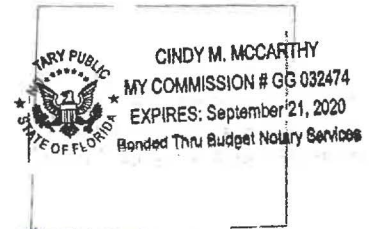
Matthew Campbell  
Town Manager

Approved as to form:

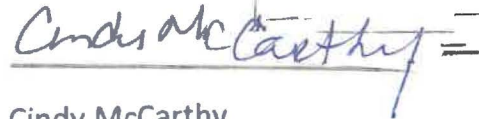


Randy D. Mora  
Attorney

Seal



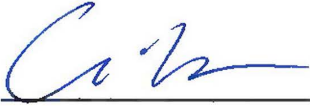
Attest:



Cindy McCarthy  
Town Clerk

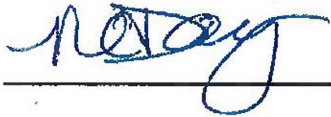
**THE INTERLOCAL AGREEMENT BETWEEN  
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR  
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF LARGO



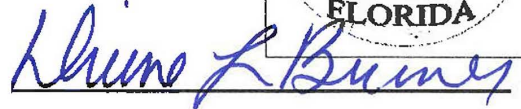
Woody Brown  
Mayor

Approved as to form:



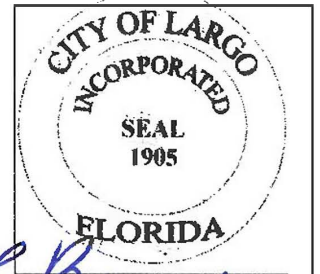
Nikki C. Day  
Assistant City Attorney

Attest:



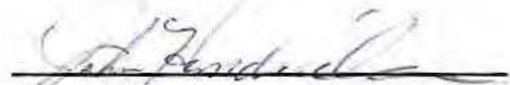
Diane L. Bruner  
City Clerk

Seal

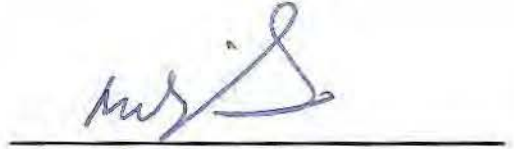


**THE INTERLOCAL AGREEMENT BETWEEN  
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR  
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF MADEIRA BEACH  
A FLORIDA MUNICIPAL CORPORATION



John Hendricks  
Mayor



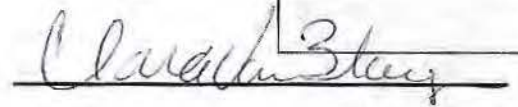
Robert J. Daniels  
City Manager

Approved as to form:



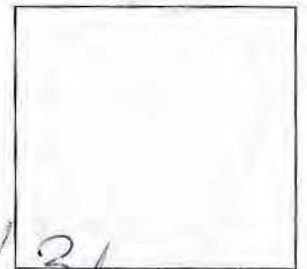
Ralf Brookes  
Attorney

Attest:



Clara VanBlargan, MMC, MSM  
City Clerk

Seal



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

TOWN OF NORTH REDINGTON BEACH



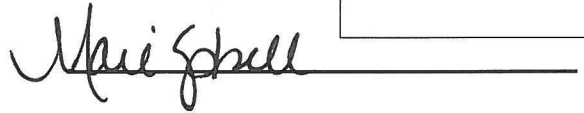
William Queen  
Mayor

Approved as to form:



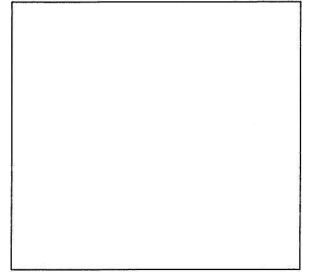
Jay Daigneault  
Attorney

Attest:



Mari Campbell CMC  
Town Clerk

Seal



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

CITY OF OLDSMAR



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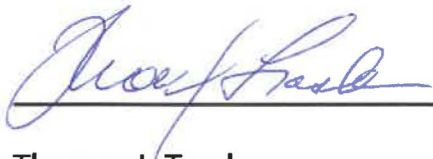
Eric Seidel  
Mayor



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Al Braithwaite  
City Manager

Approved as to form:



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Thomas J. Trask  
Attorney

Attest:

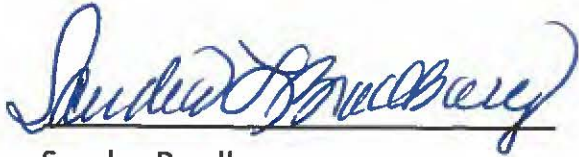


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Ann Nixon  
City Clerk

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

CITY OF PINELLAS PARK

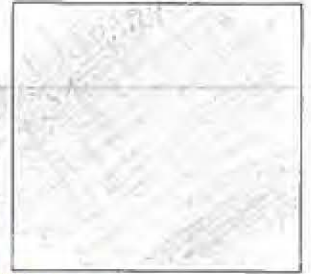


Sandra Bradbury  
Mayor



Doug Lewis  
City Manager

Seal



Approved as to form:



For James W. Denhardt  
City Attorney


Attest:



Diane Corna  
City Clerk

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

TOWN OF REDINGTON BEACH


  
\_\_\_\_\_  
James Simons  
Mayor

\_\_\_\_\_

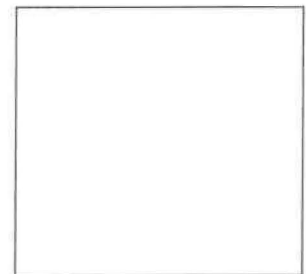
Approved as to form:

Attest:

[Signature]  
\_\_\_\_\_  
Jay Daigneault  
Attorney

  
\_\_\_\_\_  
Missy Clarke CMC  
Town Clerk

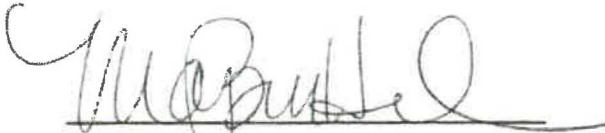
Seal





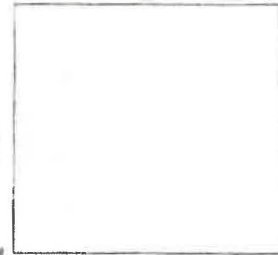
**THE INTERLOCAL AGREEMENT BETWEEN  
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR  
WATER QUALITY MONITORING AND ASSESSMENT**

Town of Redington Shores

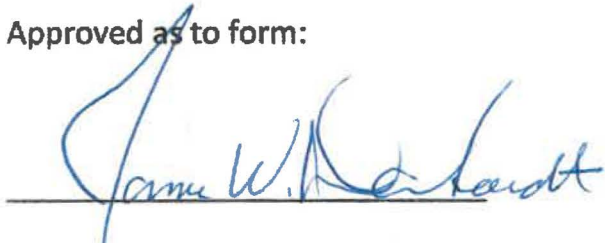


MaryBeth Henderson  
Mayor

Seal



Approved as to form:



James W. Denhardt  
Attorney


Attest:



Mary Palmer MMC  
Town Clerk

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

CITY OF SOUTH PASADENA



Arthur Penny  
Mayor

N/A

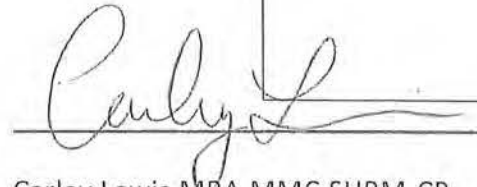
[First Name, Last Name]  
City Manager

Approved as to form:



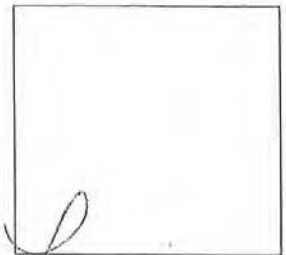
Julia Mandell  
Attorney

Attest:



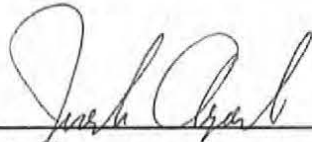
Carley Lewis, MBA, MMC, SHRM-CP  
City Clerk

Seal



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

CITY OF SAFETY HARBOR



Joe Ayoub  
Mayor




Matthew Spoor  
City Manager

Approved as to form:



Nikki C. Day, B.C.S.  
[First Name, Last Name]  
Attorney

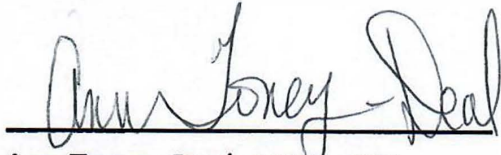
Attest:



Karen Sammons, CMC  
City Clerk

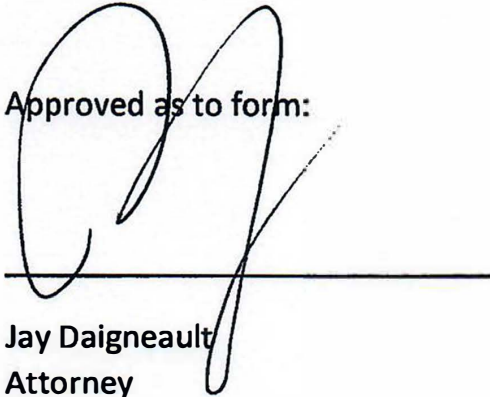
**THE INTERLOCAL AGREEMENT BETWEEN  
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR  
WATER QUALITY MONITORING AND ASSESSMENT**

**CITY OF SEMINOLE**



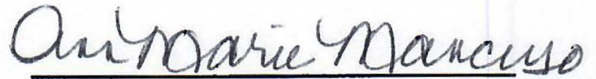
**Ann Toney-Deal, ICMA-CM  
City Manager**

**Approved as to form:**



**Jay Daigneault  
Attorney**

**Attest:**



**Ann Marie Mancuso  
City Clerk**


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

CITY OF ST. PETE BEACH


  
\_\_\_\_\_  
Alan Johnson  
Mayor

  
\_\_\_\_\_  
Alex Rey  
City Manager

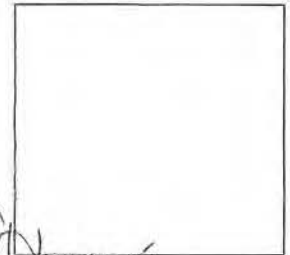
Approved as to form:

  
\_\_\_\_\_  
Andrew Dickman  
Attorney

Attest:

  
\_\_\_\_\_  
Rebecca C. Haynes  
City Clerk

Seal




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

CITY OF TARPON SPRINGS


  
\_\_\_\_\_  
Chris Alahouzos  
Mayor

  
\_\_\_\_\_  
Mark LeCouris  
City Manager

Approved as to form:

  
\_\_\_\_\_  
~~Jay Daigneault~~ **TOM TRASK**  
Attorney

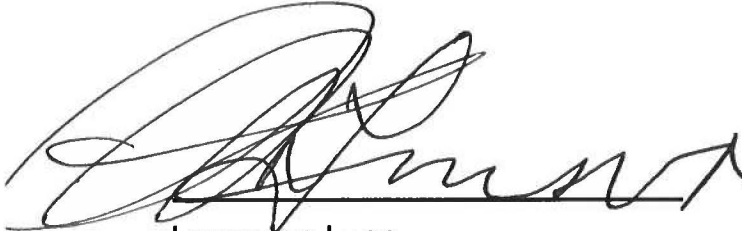
Attest:

  
\_\_\_\_\_  
for Irene S. Jacobs CMC  
City Clerk



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

CITY OF TREASURE ISLAND

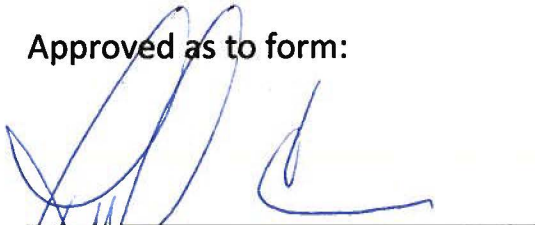


Lawrence Lunn  
Mayor



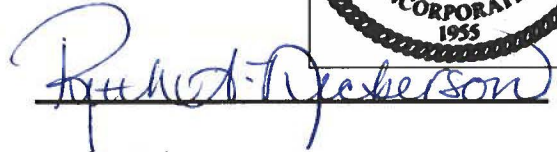
Garry Brumbaek  
City Manager

Approved as to form:



Jennifer Cowan  
Attorney

Attest:



Ruth Nickerson  
City Clerk

