



Interoffice Memorandum

AGENDA ITEM

March 2, 2018

TO: Mayor Teresa Jacobs  
—AND—  
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director  
Community, Environmental and Development  
Services Department *JW*

**CONTACT PERSON: David Jones, P.E., CEP, Manager  
Environmental Protection Division  
(407) 836-1405**

SUBJECT: April 10, 2018 — Consent Item  
Interlocal Agreements for National Pollutant Discharge Elimination  
System.

The Environmental Protection Division is requesting approval of the National Pollutant Discharge Elimination System (NPDES) Interlocal Agreements with the City of Edgewood, City of Maitland, City of Winter Garden, City of Winter Park, Town of Eatonville, and Valencia Water Control District (VWCD).

Since March of 2005, the Board has approved similar Interlocal Agreements with the NPDES co-permittees to support education, monitoring and pollution reporting through the Watershed Atlas program, which is an accessible internet location for surface water related information specific to Orange County.

The current NPDES permit covering the Municipal Separate Storm Sewer System (MS4), FLS000011-004, includes Orange County and 10 co-permittees: Florida Department of Transportation District 5, VWCD, City of Apopka, City of Belle Isle, City of Edgewood, City of Maitland, City of Ocoee, City of Winter Garden, City of Winter Park, and Town of Eatonville.

The Interlocal Agreements between Orange County and several municipalities regulated by the NPDES MS4 Permit allow the municipalities to take advantage of reimbursement services and share resources with Orange County (as identified in each set

of Interlocal Agreements as Exhibits A, B, and C). For each agreement, Exhibit A covers reimbursement for services provided by Orange County to each of the co-permittees; Exhibit B summarizes shared resources; and Exhibit C lists monitoring plan locations. Sharing resources among co-permittees is a more cost effective and efficient approach to MS4 permit compliance. The agreements will remain in force until the current permit expires on May 9, 2021 unless either party chooses to terminate the agreement sooner. The services and resources offered by Orange County are listed below:

- partial cost support of the annual maintenance for the Water Atlas web site;
- participation in the web-accessible stormwater training and testing system;
- pollutant loading analysis during Permit Year 3;
- water quality monitoring (collection, analysis, and/or reporting of data as elected in Exhibit C);
- public education and outreach program: pesticides, herbicides, and fertilizers to meet requirements of Part III.A.6 of the Permit;
- public education and outreach program: public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the Permit; and
- public education and outreach program: proper use and disposal of hazardous waste to fulfill the requirements of Part III.A.7.f of the Permit.

The County has requested the partners update and renew their agreements, and six have been returned for approval; City of Edgewood, City of Maitland, City of Winter Garden, City of Winter Park, Town of Eatonville, and VWCD. When fully executed, these agreements will supersede any existing interlocal agreements for NPDES services.

**ACTION REQUESTED: Approval and execution of Interlocal Agreements for Municipal Separate Storm Sewer System Permit Activities by and between Orange County, Florida and City of Edgewood, City of Maitland, City of Winter Garden, City of Winter Park, Town of Eatonville, and Valencia Water Control District regarding the National Pollutant Discharge Elimination System. All Districts.**

JVW/DJ: mg

Attachments

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**ORANGE COUNTY, FLORIDA**  
*and*  
**CITY OF EDGEWOOD, FLORIDA**

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**INTERLOCAL AGREEMENT**  
*for*  
**MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ACTIVITIES**

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THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and between Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "COUNTY"), and the City of Edgewood, a municipal corporation existing by and under the laws of the State of Florida, whose address is 405 Larue Avenue, Edgewood, Florida 32809-3406 ("EDGEWOOD"), collectively the COUNTY and EDGEWOOD may be referred to as the "Parties", or individually, as a "Party" (EDGEWOOD).

**WITNESSETH:**

WHEREAS, pursuant to the Clean Water Act (the "CWA"), and the regulations promulgated thereunder, the United States Environmental Protection Agency ("EPA") has developed regulations under the National Pollutant Discharge Elimination System ("NPDES") permit program published under 40 C.F.R. Part 122 requiring that the COUNTY obtain an NPDES permit for its municipal separate storm sewer system (commonly referred to as "MS4"); and

WHEREAS, EPA delegated the NPDES permit program in Florida to the Florida Department of Environmental Protection ("FDEP") in October 2000 as set forth in Section 403.0885, Florida Statutes; and

WHEREAS, stormwater discharges from medium and large MS4s are regulated under Chapter 62-624, Florida Administrative Code ("F.A.C."), and in 2012, FDEP promulgated numeric nutrient water quality standards set forth in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters), F.A.C.; and

WHEREAS, the COUNTY as lead applicant and EDGEWOOD as a co-applicant applied for and received NPDES permit #FLS000011-004 (the "Permit"); and

WHEREAS, the Permit requires activities related to public education and outreach programs, trainings, water quality monitoring, water quality data reporting, and pollutant loading analysis; and

WHEREAS, the COUNTY and EDGEWOOD desire to establish responsibilities for funding and implementing Permit-related activities and requirements reporting; and

WHEREAS, the COUNTY and the University of South Florida (“USF”) have entered into a contract dated June 1, 2015 (the “USF Contract”) whereby USF implements and maintains the Orange County Water Atlas Project (the “Project”); and

WHEREAS, the Project will provide the COUNTY and EDGEWOOD a public portal to access: (a) water quality information, (b) stormwater education information, (c) a pollution reporting mechanism, (d) non-point source pollution education material, and (e) other watershed related projects and information; and

WHEREAS, the COUNTY and EDGEWOOD have entered into a contract dated October 26, 2015 (Edgewood Interlocal Agreement for Watershed Atlas Project) where EDGEWOOD has agreed to pay the COUNTY a designated sum for the annual maintenance of the Project; and

WHEREAS, the Parties intend that this Interlocal Agreement will supersede the Edgewood Interlocal Agreement for Watershed Atlas Project will be superseded by this Interlocal Agreement; and

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

**Section 1. Recitals.** The recitals set forth in the WHEREAS clauses above are true and correct and are incorporated by reference herein.

**Section 2. Term and Termination.** This Interlocal Agreement shall be effective and commence on the last date of execution by the Parties (the “Effective Date”), and shall continue for the period commensurate with the Permit. However, this Interlocal Agreement may be terminated by either Party, with or without cause, upon no less than sixty (60) days notice to the other Party delivered in accordance with the requirements of Section 12.

**Section 3. Reimbursement for Services Provided.** The COUNTY has offered to provide services as itemized in Exhibit A. EDGEWOOD has elected to participate in, and reimburse the COUNTY for, the following services:

- I. Public education and outreach program: Orange County Water Atlas Project to meet public reporting requirements of Part III.A.7.e of the Permit and provides water quality information to EDGEWOOD and the public;
- II. Training – Web-accessible Stormwater Training System for illicit discharge and improper disposal training to meet the requirements of Part III.A.7.c of the Permit, spill prevention and response training to meet the requirements of Part III.A.7.d of the Permit, and construction site runoff training to meet the requirements of Part III.A.9.c of the Permit;
- III. Pollutant Loading Analysis: estimates of event mean concentrations (“EMCs”) and annual pollutant loads, in Year 3 per Part V.A.1 of the Permit, for the following pollutants:
  - a. Biological oxygen demand (BOD<sub>5</sub>);

- b. Total copper;
  - c. Total nitrogen (as N);
  - d. Total phosphorus;
  - e. Total suspended solids (TSS); and
  - f. Total zinc.
- IV. Water Quality Monitoring: Collection and/or analysis of water quality samples for one or more of the analytes in Exhibit C to meet the requirements of Part V.B of the MS4 Permit.

**Section 4. Shared Resources.** The COUNTY and EDGEWOOD have agreed to share resources for the education and outreach activities itemized in Exhibit B, including:

- I. Public education and outreach program: pesticides, herbicides, and fertilizers to meet requirements of Part III.A.6 of the Permit;
- II. Public education and outreach program: public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the Permit; and
- III. Public education and outreach program: proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the Permit.

**Section 5. EDGEWOOD's Contribution.** EDGEWOOD has appropriated for the Permit period, the sums outlined in the cost-reimbursement schedule, Exhibit A, to be paid on the dates listed.

**Section 6. Right to Inspect and Audit Books.** The COUNTY will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by EDGEWOOD as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by EDGEWOOD or by its designees during normal business hours for a period of four (4) years from the expiration of this Interlocal Agreement. Any cost incurred by the COUNTY as a result of an audit by EDGEWOOD shall be the sole responsibility of and shall be borne by the COUNTY. In addition, should the COUNTY provide any or all of EDGEWOOD's funds to sub-recipients, then and in that event, the COUNTY shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by EDGEWOOD or its designees.

**Section 7. Public Records.** In accordance with Chapter 119, Florida Statutes, any "public record" created or received by either Party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act. Should either Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Interlocal Agreement shall be construed, nor is

intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

**Section 8. Equal Opportunity Employment/Procurement.** The COUNTY, in performing under this Interlocal Agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

**Section 9. Indemnification.** To the fullest extent permitted by law, each Party to this Interlocal Agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Interlocal Agreement, and accordingly, each Party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

**Section 10. Assignment.** Neither Party may assign its rights hereunder without the prior written consent of the other Party. Failure to comply with this section may result in immediate termination of this Interlocal Agreement.

**Section 11. Notices.** All notices permitted or required by this Interlocal Agreement shall be given by hand delivery, sent by certified mail, return receipt requested, or sent by overnight courier, addressed as follows:

To COUNTY: Environmental Protection Division Manager  
3165 McCrory Place, Suite 200  
Orlando, Florida 32803-3727  
Phone: (407) 836-1400  
Fax: (407) 836-1441

With copy to: County Administrator  
P.O. Box 1393  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802-1393

To EDGEWOOD: Ray Bagshaw  
Mayor  
405 Larue Avenue  
Edgewood, Florida 32809-3406  
Phone: (407) 851-2920  
Fax: (407) 851-7361

**Section 12. Independent Contractor.** The Parties agree that nothing contained in this Interlocal Agreement is intended, or shall be construed, as in any way creating or establishing the

relationship as partners or joint ventures between the Parties or as constituting the COUNTY as the agent or representative of EDGEWOOD for any purpose or for any manner whatsoever.

**Section 13. *Litigation and Venue.*** In the event a Party deems it necessary to take legal action to enforce any provision of this Interlocal Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida. In any such legal proceedings the Parties waive the right to seek a jury trial. Each Party shall be responsible for the payment of its attorney's fees and costs related to any dispute or legal proceedings, including all appeals.

**Section 14. *Governing Law; Construction of Agreement.*** The Parties enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes (2016), the Florida Interlocal Cooperation Act of 1969, as amended. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Interlocal Agreement. The Parties have participated jointly in the negotiation and drafting of this Interlocal Agreement. In the event ambiguity or interpretation arises, this Interlocal Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Interlocal Agreement. Any headings preceding the texts of the sections and subsections of this Interlocal Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part hereof nor affect its meaning, construction or effect. All exhibits attached to this Interlocal Agreement are hereby incorporated in and made a part hereof.

**Section 15. *Waiver.*** Performance of this Interlocal Agreement by either Party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Interlocal Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**Section 16. *Amendments.*** This Interlocal Agreement may be amended only through a written document executed by the Parties.

**Section 17. *Default and Remedies.*** Failure by a Party to perform any of its obligations hereunder shall constitute a default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages. Prior to unilateral termination of this Agreement or either Party filing any action as a result of a default by the other Party under this Interlocal Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity within which to cure such default. Failure to cure within such 30-day opportunity allows the non-defaulting Party to terminate this Agreement. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof. Notwithstanding any other provision of this Interlocal Agreement, in no event shall either party have any liability to the other Party under this Interlocal Agreement, whether based in contract, in tort (including

negligence and strict liability), or otherwise, for any special, incidental, indirect, exemplary, or consequential damages.

**Section 18. Filing.** A copy of this Interlocal Agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

**Section 19. No Third-Party Beneficiaries.** This Interlocal Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the Parties.

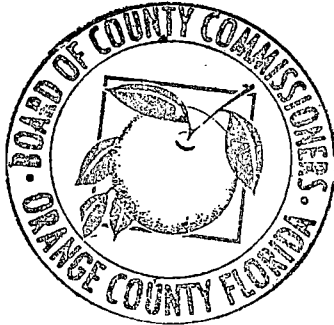
**Section 20. Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

**Section 21. Entire Agreement.** This Interlocal Agreement, including Exhibits A, B, and C, constitutes the entire agreement between the Parties with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. No other agreement whether oral or written, with regard to the subject matter hereof shall be deemed to exist.

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IN WITNESS WHEREOF, the following authorized representatives of the Parties have executed this Interlocal Agreement on the date signed by each.



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 4.10.18

ATTEST: PHIL DIAMOND, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

**CITY OF EDGEWOOD, FLORIDA**

By: *Ran Baysa*

Its: Mayor

Date: 2/22/2018

ATTEST:

*Bonnie*  
City Clerk

**"EXHIBIT A"**  
**REIMBURSEMENT SERVICES**

The Responsibilities of the COUNTY and EDGEWOOD as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:		Cost	Due Dates
I.	The COUNTY has entered into a contract with the University of South Florida (USF) to implement the Watershed Atlas Project (project); and the COUNTY has agreed to pay USF a designated sum for annual maintenance of the project; and the project will provide the COUNTY and EDGEWOOD with information about their water quality and other watershed related projects and information; and where as both parties now desire to renew the contract for a period of forty-eight (48) months each time it expires until MS4 NPDES Permit FLS000011-004 expires; and EDGEWOOD has agreed to assist the COUNTY in paying for the maintenance of the project. EDGEWOOD has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of MS4 NPDES Permit FLS000011-004, the annual sum of \$1,146 to be used by the COUNTY solely for the purpose of maintaining the project.	\$1,146 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires
II.	Web-accessible Stormwater Testing System: The COUNTY will provide training materials for illicit discharge and improper disposal training to fulfill the requirements of by Part III.A.7.c of the MS4 NPDES Permit, spill prevention and response training to fulfill the requirements of by Part III.A.7.d of the MS4 NPDES Permit, and construction site runoff training to fulfill the requirements of by Part III.A.9.c of the MS4 NPDES Permit. The EDGEWOOD has appropriated a one-time fee for the period commencing on 6/1/2017 and ending on 5/31/2018 the total sum of \$433 to be used by the COUNTY solely for the purpose of preparing the training materials to meet the requirements of Parts III.A.7.c, III.A.7.d, and III.A.9.c of the MS4 NPDES Permit.	\$433 one time	To be paid thirty (30) days from the commencement date of the contract
III.	The timely preparation and submittal by the COUNTY to EDGEWOOD of estimates of annual pollutant loadings, event mean concentrations (EMC), and best management practice (BMP) load reductions, as required by Part V.A. of the MS4 NPDES Permit. EDGEWOOD has appropriated for the period commencing on 6/1/2017 and ending on 11/30/2019 the total sum of \$1,620 to be used by the COUNTY solely for the purpose of preparing the estimates of annual pollutant loadings and EMCs to meet the requirements of Part V.A. of the MS4 NPDES Permit.	\$1,620 one time	To be paid on 6/1/2019
IV.	The timely performance by the COUNTY of water quality monitoring at the locations and frequencies and for the parameters specified in Exhibit C, analysis of water samples for the parameters specified in Exhibit C, and/or upload of data to the STORET database (or successor) and the Water Atlas as required by Part V.B. of the MS4 NPDES Permit. EDGEWOOD has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of the MS4 NPDES Permit, the annual sum of \$8,256 to be used by the COUNTY solely for the purpose of performing the monitoring activities specified in Exhibit C.	\$ 8,256 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires

**"EXHIBIT B"**  
**SHARED RESOURCES**

The Responsibilities of the COUNTY and EDGEWOOD as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:		EDGEWOOD
I.	The timely implementation by the COUNTY and EDGEWOOD of a public education and outreach program for pesticides, herbicides, and fertilizers to fulfill the requirements of by Part III.A.6 of the MS4 NPDES Permit. EDGEWOOD and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.6 of the MS4 NPDES Permit for pesticides, herbicides, and fertilizers.	X
II.	The timely implementation by the COUNTY and EDGEWOOD of a public education and outreach program plan for public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the MS4 NPDES Permit. EDGEWOOD and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7e of the MS4 NPDES Permit for public reporting of illicit discharges and improper disposal.	X
III.	The timely implementation by the COUNTY and EDGEWOOD of a public education and outreach program plan for proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the MS4 NPDES Permit. EDGEWOOD and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7.f of the MS4 NPDES Permit for proper use and disposal of hazardous waste.	X

**"EXHIBIT C"**  
**MONITORING PLAN LOCATIONS**

List Monitoring Station locations agreed to by COUNTY and EDGEWOOD to satisfy Part V.A of the permit				
Monitoring Station	Description: Refer to attached Figure - Monitoring will be performed at yellow/red circles			
Sample Point 1	Entrance to canal from Lake Jessamine (approximately -81.3691, 28.4862 decimal degrees)			
Sample Point 2	Entrance to canal from Harbour Island Waterway (-81.3781, 28.4865: East of Orange Ave, West of Gatlin-Little Lake Conway canal confluence)			
Collection of lake and/or stream samples:				
	Sites	Events Per Year	Cost Per Sample	Subtotal Sample Collection
	2	12	\$289	\$6,936
Monthly lake and/or stream samples analyzed for:				
Analyte	Sites	Events Per Year	Cost Per Sample	Cost Per Analyte
Biochemical Oxygen Demand (BOD <sub>5</sub> )	2	12	\$6	\$144
Copper	2	12	\$6	\$144
Total Nitrogen (TN)	2	12	\$6	\$144
Total Phosphorus (TP)	2	12	\$6	\$144
Total Suspended Solids (TSS)	2	12	\$6	\$144
Total Zinc	2	12	\$6	\$144
			Subtotal Monthly Analytical	\$864
Uploading Analytical Results:				
	Sites	Quarters	Cost Per Site Per Quarter	Subtotal Data Upload
State database and Water Atlas	2	4	\$57	\$456
TOTAL ANNUAL MONITORING, ANALYTICAL, AND DATA REPORTING COST				\$8,356

Note:

- Parameters offered for analysis include: total copper; hardness; nitrate and nitrite; total Kjeldahl nitrogen; total nitrogen (as N); total phosphorus; total suspended solids (TSS); turbidity; alkalinity; color; total zinc; Lake Vegetation Index (LVI); Stream Condition Index (SCI); discharge; and biological oxygen demand (BOD<sub>5</sub>).



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**ORANGE COUNTY, FLORIDA  
and  
CITY OF MAITLAND, FLORIDA**

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**INTERLOCAL AGREEMENT  
for  
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ACTIVITIES**

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THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") is made and entered into as of the Effective Date as hereinafter defined by and between Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "COUNTY"), and the City of Maitland, whose address is 1776 Independence Lane, Maitland, Florida 32751 ("MAITLAND"), collectively the COUNTY and MAITLAND may be referred to as the "Parties," or, individually, as a "Party."

**WITNESSETH:**

WHEREAS, pursuant to the Clean Water Act (the "CWA"), and the regulations promulgated thereunder, the United States Environmental Protection Agency ("EPA") has developed regulations under the National Pollutant Discharge Elimination System ("NPDES") permit program published under 40 C.F.R. Part 122 requiring that the COUNTY obtain an NPDES permit for its municipal separate storm sewer system (commonly referred to as "MS4"); and

WHEREAS, EPA delegated the NPDES permit program to the Florida Department of Environmental Protection ("FDEP") in October 2000 as set forth in Section 403.0885, Florida Statutes; and

WHEREAS, stormwater discharges from medium and large MS4s are regulated under Chapter 62-624, Florida Administrative Code ("F.A.C."), and in 2012, FDEP promulgated numeric nutrient water quality standards set forth in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters), F.A.C.; and

WHEREAS, the COUNTY as lead applicant and MAITLAND as a co-applicant applied for and received NPDES permit #FLS000011-004 (the "Permit"); and

WHEREAS, the Permit requires activities related to public education and outreach programs, trainings, water quality monitoring, water quality data reporting, and pollutant loading analysis; and

WHEREAS, the COUNTY and MAITLAND desire to establish responsibilities for funding and implementing Permit-related activities and requirements; and

WHEREAS, the COUNTY and the University of South Florida (“USF”) have entered into a contract dated June 1, 2015 (the “USF Contract”) whereby USF implements and maintains the Orange County Water Atlas Project (the “Project”); and

WHEREAS, the Project will provide the COUNTY and MAITLAND a public portal to access: (a) water quality information, (b) stormwater education information, (c) a pollution reporting mechanism, (d) non-point source pollution education material, and (e) other watershed related projects and information; and

WHEREAS, the COUNTY and MAITLAND have entered into a contract dated November 3<sup>rd</sup>, 2015 (Maitland Interlocal Agreement for Watershed Atlas Project) where MAITLAND has agreed to pay the COUNTY a designated sum for the annual maintenance of the Project; and

WHEREAS, the Parties intend that this Interlocal Agreement will supersede the Maitland Interlocal Agreement for Watershed Atlas Project will be superseded by this Interlocal Agreement; and

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

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- I. Public education and outreach program: Orange County Water Atlas Project to meet public reporting requirements of Part III.A.7.e of the Permit and provides water quality information to MAITLAND and the public;
- II. Training – Web-accessible Stormwater Training System for illicit discharge and improper disposal training to meet the requirements of Part III.A.7.c of the Permit, spill prevention and response training to meet the requirements of Part III.A.7.d of the Permit, and construction site runoff training to meet the requirements of Part III.A.9.c of the Permit;
- III. Pollutant Loading Analysis: estimates of event mean concentrations (EMCs) and annual pollutant loads, in Year 3 per Part V.A.1 of the Permit, for the following pollutants:

- a. Biological oxygen demand (BOD<sub>5</sub>);
  - b. Total copper;
  - c. Total nitrogen (as N);
  - d. Total phosphorus;
  - e. Total suspended solids (TSS); and
  - f. Total zinc.
- IV. Water Quality Monitoring: Collection and/or analysis of water quality samples for one or more of the analytes in Exhibit C to meet the requirements of Part V.B of the Permit.

**Section 4. Shared Resources.** The COUNTY and MAITLAND have agreed to share resources for the education and outreach activities itemized in Exhibit B, including:

- I. Public education and outreach program: pesticides, herbicides, and fertilizers to meet requirements of Part III.A.6 of the Permit;
- II. Public education and outreach program: public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the Permit; and
- III. Public education and outreach program: proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the Permit.

**Section 5. MAITLAND's Contribution.** MAITLAND has appropriated for the Permit period, the sums outlined in the cost-reimbursement schedule, Exhibit A, to be paid on the dates listed.

**Section 6. Right to Inspect and Audit Books.** The COUNTY will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by MAITLAND as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by MAITLAND or by its designees during normal business hours for a period of four (4) years from the expiration of this Interlocal Agreement. Any cost incurred by the COUNTY as a result of an audit by MAITLAND shall be the sole responsibility of and shall be borne by the COUNTY. In addition, should the COUNTY provide any or all of MAITLAND's funds to sub-recipients, then and in that event, the COUNTY shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by MAITLAND or its designees.

**Section 7. Public Records Act.** In accordance with Chapter 119, Florida Statutes, any "public record" created or received by either Party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act. Should either Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document



does not constitute a public record. Additionally, nothing in this Interlocal Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

**Section 8. Equal Opportunity Employment/Procurement.** The COUNTY, in performing under this Interlocal Agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

**Section 9. Indemnification.** To the fullest extent permitted by law, each Party to this Interlocal Agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Interlocal Agreement, and accordingly, each Party shall defend, indemnify and hold harmless the other Party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

**Section 10. Assignment.** Neither Party may assign its rights hereunder without the prior written consent of the other Party. Failure to comply with this section may result in immediate termination of this Interlocal Agreement.

**Section 11. Notices.** All notices permitted or required by this Interlocal Agreement shall be given by hand delivery, sent by certified mail, return receipt requested, or sent by overnight courier, addressed as follows:

To the COUNTY: Environmental Protection Division Manager  
3165 McCrory Place, Suite 200  
Orlando, Florida 32803-3727  
Phone: (407) 836-1400  
Fax: (407) 836-1441

With copy to: County Administrator  
P.O. Box 1393  
201 South Rosalind Avenue, 5<sup>th</sup>  
Floor Orlando, Florida 32802-1393

To MAITLAND: Public Works Director  
1776 Independence Lane  
Maitland, Florida 32751-5639  
Phone: (407) 539-6216  
Fax: (407) 539-6275

**Section 12. *Independent Contractor.*** The Parties agree that nothing contained in this Interlocal Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint ventures between the Parties or as constituting the COUNTY as the agent or representative of MAITLAND for any purpose or for any manner whatsoever.

**Section 13. *Litigation and Venue.*** In the event a Party deems it necessary to take legal action to enforce any provision of this Interlocal Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida. In any such legal proceedings the Parties waive the right to seek a jury trial. Each Party shall be responsible for the payment of its attorney's fees and costs related to any dispute or legal proceedings, including all appeals.

**Section 14. *Governing Law; Construction of Agreement.*** The Parties enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes (2016), the Florida Interlocal Cooperation Act of 1969, as amended. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Interlocal Agreement. The Parties have participated jointly in the negotiation and drafting of this Interlocal Agreement. In the event ambiguity or interpretation arises, this Interlocal Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Interlocal Agreement. Any headings preceding the texts of the sections and subsections of this Interlocal Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part hereof nor affect its meaning, construction or effect. All exhibits attached to this Interlocal Agreement are hereby incorporated in and made a part hereof.

**Section 15. *Waiver.*** Performance of this Interlocal Agreement by either Party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Interlocal Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**Section 16. *Amendments.*** This Interlocal Agreement may be amended only through a written document executed by the parties.

**Section 17. *Default and Remedies.*** Failure by a Party to perform any of its obligations hereunder shall constitute a default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages. Prior to unilateral termination of this Agreement or either Party filing any action as a result of a default by the other Party under this Interlocal Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity within which to cure such default. Failure to cure within such 30-day opportunity allows the non-defaulting Party to terminate this Agreement. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof. Notwithstanding any other provision of this Interlocal Agreement, in no event shall either party have any liability to

the other Party under this Interlocal Agreement, whether based in contract, in tort (including negligence and strict liability), or otherwise, for any special, incidental, indirect, exemplary, or consequential damages.

**Section 18. Filing.** A copy of this Interlocal Agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

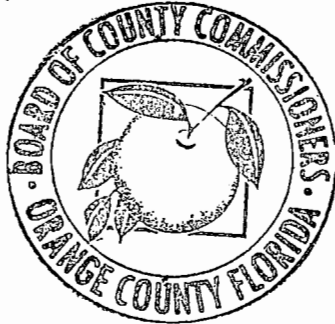
**Section 19. No Third-Party Beneficiaries.** This Interlocal Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the Parties.

**Section 20. Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

**Section 21. Entire Agreement.** This Interlocal Agreement, including Exhibits A, B, and C, constitutes the entire agreement between the Parties with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. No other agreement whether oral or written, with regard to the subject matter hereof shall be deemed to exist.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the following authorized representatives of the Parties have executed this Interlocal Agreement on the date signed by each.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 4.10.18

ATTEST: PHIL DIAMOND, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Kate Smith*  
Deputy Clerk

CITY OF MAITLAND, FLORIDA  
By: *A. Dale McDonald*  
A. Dale McDonald

Its: Mayor

Date: 2/12/2018

ATTEST:

*Maura Walcott*  
City Clerk

**"EXHIBIT A"**  
**REIMBURSEMENT SERVICES**

The Responsibilities of the COUNTY and MAITLAND as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:			Cost	Due Dates
I.	The COUNTY has entered into a contract with the University of South Florida (USF) to implement the Watershed Atlas Project (project); and the COUNTY has agreed to pay USF a designated sum for annual maintenance of the project; and the project will provide the COUNTY and MAITLAND with information about their water quality and other watershed related projects and information; and where as both parties now desire to renew the contract for a period of forty-eight (48) months each time it expires until MS4 NPDES Permit FLS000011-004 expires; and MAITLAND has agreed to assist the COUNTY in paying for the maintenance of the project. MAITLAND has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of MS4 NPDES Permit FLS000011-004, the annual sum of \$1,649 to be used by the COUNTY solely for the purpose of maintaining the project.		\$1,649 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires
II.	Web-accessible Stormwater Testing System: The COUNTY will provide training materials for illicit discharge and improper disposal training to fulfill the requirements of by Part III.A.7.c of the MS4 NPDES Permit, spill prevention and response training to fulfill the requirements of by Part III.A.7.d of the MS4 NPDES Permit, and construction site runoff training to fulfill the requirements of by Part III.A.9.c of the MS4 NPDES Permit. The MAITLAND has appropriated a one-time fee for the period commencing on 6/1/2017 and ending on 5/31/2018 the total sum of \$433 to be used by the COUNTY solely for the purpose of preparing the training materials to meet the requirements of Parts III.A.7.c, III.A.7.d, and III.A.9.c of the MS4 NPDES Permit.		\$433 one time	To be paid thirty (30) days from the commencement date of the contract
III.	The timely preparation and submittal by the COUNTY to MAITLAND of estimates of annual pollutant loadings, event mean concentrations (EMC), and best management practice (BMP) load reductions, as required by Part V.A. of the MS4 NPDES Permit. MAITLAND has appropriated for the period commencing on 6/1/2017 and ending on 11/30/2019 the total sum of \$1,620 to be used by the COUNTY solely for the purpose of preparing the estimates of annual pollutant loadings and EMCs to meet the requirements of Part V.A. of the MS4 NPDES Permit.		\$1,620 one time	To be paid on 6/1/2019
IV.	The timely performance by the COUNTY of water quality monitoring at the locations and frequencies and for the parameters specified in Exhibit C, analysis of water samples for the parameters specified in Exhibit C, and/or upload of data to the STORET database (or successor) and the Water Atlas as required by Part V.B. of the MS4 NPDES Permit. MAITLAND has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of the MS4 NPDES Permit, the annual sum of \$0 to be used by the COUNTY solely for the purpose of performing the monitoring activities specified in Exhibit C.		\$0	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires

**"EXHIBIT B"**  
**SHARED RESOURCES**

The Responsibilities of the COUNTY and MAITLAND as to the implementation and execution of the MS4 NPDES Permit No. FL5000011-004 are generally as follows:		MAITLAND
I.	The timely implementation by the COUNTY and MAITLAND of a public education and outreach program for pesticides, herbicides, and fertilizers to fulfill the requirements of by Part III.A.6 of the MS4 NPDES Permit. MAITLAND and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.6 of the MS4 NPDES Permit for pesticides, herbicides, and fertilizers.	X
II.	The timely implementation by the COUNTY and MAITLAND of a public education and outreach program plan for public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the MS4 NPDES Permit. MAITLAND and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7e of the MS4 NPDES Permit for public reporting of illicit discharges and improper disposal.	X
III.	The timely implementation by the COUNTY and MAITLAND of a public education and outreach program plan for proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the MS4 NPDES Permit. MAITLAND and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7.f of the MS4 NPDES Permit for proper use and disposal of hazardous waste.	X

**"EXHIBIT C"**  
**MONITORING PLAN LOCATIONS**

List Monitoring Station locations agreed to by COUNTY and MAITLAND to satisfy Part V.A of the permit

Monitoring Station	Description			
Collection of lake and/or stream samples:				
	Sites	Events Per Year	Cost Per Sample	Subtotal Sample Collection
			\$289	\$0
Monthly lake and/or stream samples analyzed for:				
Analyte	Sites	Events Per Year	Cost Per Sample	Cost Per Analyte
			\$6	\$0
Subtotal Monthly Analytical				\$0
Uploading Analytical Results:				
	Sites	Quarters	Cost Per Site Per Quarter	Subtotal Data Upload
State database and Water Atlas			\$57	\$0
TOTAL ANNUAL MONITORING, ANALYTICAL, AND DATA REPORTING COST				\$0

Note:

- Parameters offered for analysis include: total copper; hardness; nitrate and nitrite; total Kjeldahl nitrogen; total nitrogen (as N); total phosphorus; total suspended solids (TSS); turbidity; alkalinity; color; total zinc; Lake Vegetation Index (LVI); Stream Condition Index (SCI); discharge; and biological oxygen demand (BOD<sub>5</sub>).

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**ORANGE COUNTY, FLORIDA**  
*and*  
**CITY OF WINTER GARDEN, FLORIDA**

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**INTERLOCAL AGREEMENT**  
*for*  
**MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ACTIVITIES**

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THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and between Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "COUNTY"), and the City of Winter Park, a municipal corporation existing by and under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("WINTER GARDEN"), collectively the COUNTY and WINTER GARDEN may be referred to as the "Parties", or, individually, as a "Party".

**WITNESSETH:**

WHEREAS, pursuant to the Clean Water Act (the "CWA"), and the regulations promulgated thereunder, the United States Environmental Protection Agency ("EPA") has developed regulations under the National Pollutant Discharge Elimination System ("NPDES") permit program published under 40 C.F.R. Part 122 requiring that the COUNTY obtain an NPDES permit for its municipal separate storm sewer system (commonly referred to as "MS4"); and

WHEREAS, EPA delegated the NPDES permit program in Florida to the Florida Department of Environmental Protection ("FDEP") in October 2000 as set forth in Section 403.0885, Florida Statutes; and

WHEREAS, stormwater discharges from medium and large MS4s are regulated under Chapter 62-624, Florida Administrative Code ("F.A.C."), and in 2012, FDEP promulgated numeric nutrient water quality standards set forth in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters), F.A.C.; and

WHEREAS, the COUNTY as lead applicant and WINTER GARDEN as a co-applicant applied for and received NPDES permit #FLS000011-004 (the "Permit"); and

WHEREAS, the Permit requires activities related to public education and outreach programs, trainings, water quality monitoring, water quality data reporting, and pollutant loading analysis; and

WHEREAS, the COUNTY and WINTER GARDEN desire to establish responsibilities for funding and implementing Permit-related activities and requirements; and



WHEREAS, the COUNTY and the University of South Florida ("USF") have entered into a contract dated June 1, 2015 (the "USF Contract"), where USF implements and maintains the Orange County Water Atlas Project (the "Project"); and

WHEREAS, the Project will provide the COUNTY and WINTER GARDEN a public portal to access: (a) water quality information, (b) stormwater education information, (c) a pollution reporting mechanism, (d) non-point source pollution education material, and (e) other watershed related projects and information; and

WHEREAS, the COUNTY and WINTER GARDEN have entered into a contract dated November 3<sup>rd</sup>, 2015 (Winter Garden Interlocal Agreement for Watershed Atlas Project) where WINTER GARDEN has agreed to pay the COUNTY a designated sum for the annual maintenance of the Project; and

WHEREAS, the Parties intend that this Interlocal Agreement will supersede the Winter Garden Interlocal Agreement for Watershed Atlas Project; and

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

**Section 1. Recitals.** The recitals set forth in the WHEREAS clauses above are true and correct and are incorporated by reference herein.

**Section 2. Term and Termination.** This Interlocal Agreement shall be effective and commence on the last date of execution by the Parties (the "Effective Date"), and shall continue for the period commensurate with the Permit. However, this Interlocal Agreement may be terminated by either Party, with or without cause, upon no less than sixty (60) days notice to the other Party delivered in accordance with the requirements of Section 12.

**Section 3. Reimbursement for Services Provided.** The COUNTY has offered to provide services as itemized in Exhibit A. WINTER GARDEN has elected to participate in, and reimburse the COUNTY for, the following services:

- I. Public education and outreach program: Orange County Water Atlas Project to meet public reporting requirements of Part III.A.7.e of the Permit and provides water quality information to WINTER GARDEN and the public;
- II. Training – Web-accessible Stormwater Training System for illicit discharge and improper disposal training to meet the requirements of Part III.A.7.c of the Permit, spill prevention and response training to meet the requirements of Part III.A.7.d of the Permit, and construction site runoff training to meet the requirements of Part III.A.9.c of the Permit;
- III. Pollutant Loading Analysis: estimates of event mean concentrations ("EMCs") and annual pollutant loads, in Year 3 per Part V.A.1 of the Permit, for the following pollutants:
  - a. Biological oxygen demand (BOD<sub>5</sub>);

- b. Total copper;
  - c. Total nitrogen (as N);
  - d. Total phosphorus;
  - e. Total suspended solids (TSS); and
  - f. Total zinc.
- IV. Water Quality Monitoring: Collection and/or analysis of water quality samples for one or more of the analytes in Exhibit C to meet the requirements of Part V.B of the Permit.

**Section 4. Shared Resources.** The COUNTY and WINTER GARDEN have agreed to share resources for the education and outreach activities itemized in Exhibit B, including:

- I. Public education and outreach program: pesticides, herbicides, and fertilizers to meet requirements of Part III.A.6 of the Permit;
- II. Public education and outreach program: public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the Permit; and
- III. Public education and outreach program: proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the Permit.

**Section 5. WINTER GARDEN's Contribution.** Winter Garden has appropriated for the MS4 NPDES Permit period, the sums outlined in the cost-reimbursement schedule, Exhibit A, to be paid on the dates listed.

**Section 6. Right to Inspect and Audit Books.** The COUNTY will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by Winter Garden as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by Winter Garden or by its designees during normal business hours for a period of four (4) years from the expiration of this Interlocal Agreement. Any cost incurred by the COUNTY as a result of an audit by Winter Garden shall be the sole responsibility of and shall be borne by the COUNTY. In addition, should the COUNTY provide any or all of Winter Garden's funds to sub-recipients, then and in that event, the COUNTY shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by Winter Garden or its designees.

**Section 7. Public Records.** In accordance with Chapter 119, Florida Statutes, any "public record" created or received by either Party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act. Should either Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Interlocal Agreement shall be construed, nor is

intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law..

**Section 8. Equal Opportunity Employment/Procurement.** The COUNTY, in performing under this Interlocal Agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

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Orlando, Florida 32803-3727  
Phone: (407) 836-1400  
Fax: (407) 836-1441

With copy to: County Administrator  
P.O. Box 1393  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802-1393

To Winter Garden: Don Cochran  
Assistant City Manager for Public Service  
300 West Plant Street  
Winter Garden, Florida 34787-3009  
Phone: (407) 656-4111, ext. 2263

**Section 12. Independent Contractor.** The Parties agree that nothing contained in this Interlocal Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint ventures between the Parties hereto or as constituting the

COUNTY as the agent or representative of Winter Garden for any purpose or for any manner whatsoever.

**Section 13. *Litigation and Venue.*** In the event a Party deems it necessary to take legal action to enforce any provision of this Interlocal Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida. In any such legal proceedings the Parties waive the right to seek a jury trial. Each Party shall be responsible for the payment of its attorney's fees and costs related to any dispute or legal proceedings, including all appeals.

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**Section 15. *Waiver.*** Performance of this Interlocal Agreement by either Party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Interlocal Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**Section 16. *Amendments.*** This Interlocal Agreement may be amended only through a written document executed by the Parties.

**Section 17. *Default and Remedies.*** Failure by a Party to perform any of its obligations hereunder shall constitute a default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages. Prior to unilateral termination of this Agreement or either Party filing any action as a result of a default by the other Party under this Interlocal Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity within which to cure such default. Failure to cure within such 30-day opportunity allows the non-defaulting Party to terminate this Agreement. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof. Notwithstanding any other provision of this Interlocal Agreement, in no event shall either party have any liability to the other Party under this Interlocal Agreement, whether based in contract, in tort (including

negligence and strict liability), or otherwise, for any special, incidental, indirect, exemplary, or consequential damages.

**Section 18. Filing.** A copy of this Interlocal Agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

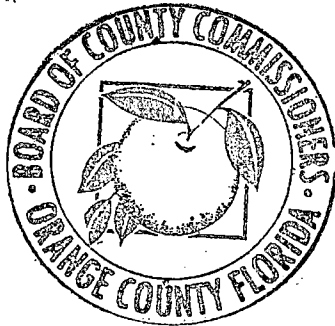
**Section 19. No Third-Party Beneficiaries.** This Interlocal Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the Parties.

**Section 20. Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

**Section 21. Entire Agreement.** This Interlocal Agreement, including Exhibits A, B, and C, constitutes the entire Interlocal Agreement between the Parties with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. No other agreement whether oral or written, with regard to the subject matter hereof shall be deemed to exist.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the following authorized representatives of the Parties have executed this Interlocal Agreement on the date signed by each.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 4.10.18

ATTEST: PHIL DIAMOND, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Kate Sweet*  
Deputy Clerk

CITY OF WINTER GARDEN,  
FLORIDA

By: *Michael Bollman*

Its: City Manager

Date: 11/29/17

ATTEST:

*Angela D. Grinnage*  
Asst. City Clerk

**"EXHIBIT A"**  
**REIMBURSEMENT SERVICES**

The Responsibilities of the COUNTY and WINTER GARDEN as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:

		Cost	Due Dates
I.	The COUNTY has entered into a contract with the University of South Florida (USF) to implement the Watershed Atlas Project (project); and the COUNTY has agreed to pay USF a designated sum for annual maintenance of the project; and the project will provide the COUNTY and WINTER GARDEN with information about their water quality and other watershed related projects and information; and where as both parties now desire to renew the contract for a period of forty-eight (48) months each time it expires until MS4 NPDES Permit FLS000011-004 expires; and WINTER GARDEN has agreed to assist the COUNTY in paying for the maintenance of the project. WINTER GARDEN has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of MS4 NPDES Permit FLS000011-004, the annual sum of \$2,363 to be used by the COUNTY solely for the purpose of maintaining the project.	\$2,363 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires
II.	Web-accessible Stormwater Testing System: The COUNTY will provide training materials for illicit discharge and improper disposal training to fulfill the requirements of by Part III.A.7.c of the MS4 NPDES Permit, spill prevention and response training to fulfill the requirements of by Part III.A.7.d of the MS4 NPDES Permit, and construction site runoff training to fulfill the requirements of by Part III.A.9.c of the MS4 NPDES Permit. The WINTER GARDEN has appropriated a one-time fee for the period commencing on 6/1/2017 and ending on 5/31/2018 the total sum of \$433 to be used by the COUNTY solely for the purpose of preparing the training materials to meet the requirements of Parts III.A.7.c, III.A.7.d, and III.A.9.c of the MS4 NPDES Permit.	\$433	To be paid thirty (30) days from the commencement date of the contract
III.	The timely preparation and submittal by the COUNTY to WINTER GARDEN of estimates of annual pollutant loadings, event mean concentrations (EMC), and best management practice (BMP) load reductions, as required by Part V.A. of the MS4 NPDES Permit. WINTER GARDEN has appropriated for the period commencing on 6/1/2017 and ending on 11/30/2019 the total sum of \$1,620 to be used by the COUNTY solely for the purpose of preparing the estimates of annual pollutant loadings and EMCs to meet the requirements of Part V.A. of the MS4 NPDES Permit.	\$1,620 one time	To be paid on 6/1/2019
IV.	The timely performance by the COUNTY of water quality monitoring at the locations and frequencies and for the parameters specified in Exhibit C, analysis of water samples for the parameters specified in Exhibit C, and/or upload of data to the STORET database (or successor) and the Water Atlas as required by Part V.B. of the MS4 NPDES Permit. WINTER GARDEN has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of the MS4 NPDES Permit, the annual sum of \$4,728 to be used by the COUNTY solely for the purpose of performing the monitoring activities specified in Exhibit C.	\$ 4,728 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires

**"EXHIBIT B"**  
**SHARED RESOURCES**

The Responsibilities of the COUNTY and WINTER GARDEN as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:		WINTER GARDEN
I.	The timely implementation by the COUNTY and WINTER GARDEN of a public education and outreach program for pesticides, herbicides, and fertilizers to fulfill the requirements of by Part III.A.6 of the MS4 NPDES Permit. WINTER GARDEN and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.6 of the MS4 NPDES Permit for pesticides, herbicides, and fertilizers.	X
II.	The timely implementation by the COUNTY and WINTER GARDEN of a public education and outreach program plan for public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the MS4 NPDES Permit. WINTER GARDEN and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7e of the MS4 NPDES Permit for public reporting of illicit discharges and improper disposal.	X
III.	The timely implementation by the COUNTY and WINTER GARDEN of a public education and outreach program plan for proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the MS4 NPDES Permit. WINTER GARDEN and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7.f of the MS4 NPDES Permit for proper use and disposal of hazardous waste.	X



**"EXHIBIT C"**  
**MONITORING PLAN LOCATIONS**

List Monitoring Station locations agreed to by COUNTY and WINTER GARDEN to satisfy Part V.A of the permit

Monitoring Station	Description			
WG-1	Lulu Creek discharge to Lake Apopka			
WG-2	Black Lake (northeast canal)			
WG-3	Lake Roberts (center)			
Collection of lake and/or stream samples:				
	Sites	Quarters	Cost Per Sample	Subtotal Sample Collection
Lake and/or Stream Samples	3	4	\$289	\$3,468
Monthly lake and/or stream samples analyzed for:				
Analyte	Sites	Quarters	Cost Per Sample	Cost Per Analyte
Chlorophyll a	3	4	\$6	\$72
Hardness	3	4	\$6	\$72
Total Nitrogen	3	4	\$6	\$72
Total Phosphorus	3	4	\$6	\$72
Total Suspended Solids	3	4	\$6	\$72
Color	3	4	\$6	\$72
Alkalinity	3	4	\$6	\$72
Turbidity	3	4	\$6	\$72
Subtotal Monthly Analytical				\$576
Uploading Analytical Results:				
	Sites	Quarters	Cost Per Site Per Quarter	Subtotal Data Upload
State database and Water Atlas	3	4	\$57	\$684
TOTAL ANNUAL MONITORING, ANALYTICAL, AND DATA REPORTING COST				\$4,728

**Note:**

- Parameters offered for analysis include: total copper; hardness; nitrate and nitrite; total Kjeldahl nitrogen; total nitrogen (as N); total phosphorus; total suspended solids (TSS); turbidity; alkalinity; color; total zinc; Lake Vegetation Index (LVI); Stream Condition Index (SCI); discharge; and biological oxygen demand (BOD<sub>5</sub>).

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

BCC Mtg. Date: April 10, 2018

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**ORANGE COUNTY, FLORIDA**  
*and*  
**CITY OF WINTER PARK, FLORIDA**

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**INTERLOCAL AGREEMENT**  
*for*  
**MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ACTIVITIES**

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THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") is made and entered into as of the Effective Date as hereinafter defined by and between Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "COUNTY"), and the City of Winter Park, a municipal corporation existing by and under the laws of the State of Florida, whose address is 401 South Park Avenue, Winter Park, Florida 32789 ("WINTER PARK"), collectively the COUNTY and WINTER PARK may be referred to as the "Parties," or, individually, as a "Party."

**WITNESSETH:**

WHEREAS, pursuant to the Clean Water Act (the "CWA"), and the regulations promulgated thereunder, the United States Environmental Protection Agency ("EPA") has developed regulations under the National Pollutant Discharge Elimination System ("NPDES") permit program published under 40 C.F.R. Part 122 requiring that the COUNTY obtain an NPDES permit for its municipal separate storm sewer system (commonly referred to as "MS4"); and

WHEREAS, EPA delegated the NPDES permit program in Florida to the Florida Department of Environmental Protection ("FDEP") in October 2000 as set forth in Section 403.0885, Florida Statutes; and

WHEREAS, stormwater discharges from medium and large MS4s are regulated under Chapter 62-624, Florida Administrative Code ("F.A.C."), and in 2012, FDEP promulgated numeric nutrient water quality standards set forth in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters), F.A.C.; and

WHEREAS, the COUNTY as lead applicant and WINTER PARK as a co-applicant applied for and received NPDES permit #FLS000011-004 (the "Permit"); and

WHEREAS, the Permit requires activities related to public education and outreach programs, trainings, water quality monitoring, water quality data reporting, and pollutant loading analysis; and

WHEREAS, the COUNTY and WINTER PARK desire to establish responsibilities for funding and implementing Permit-related activities and requirements, and

WHEREAS, the COUNTY and the University of South Florida (“USF”) have entered into a contract dated June 1, 2015 (the “USF Contract”), whereby USF implements and maintains the Orange County Water Atlas Project (the “Project”); and

WHEREAS, the Project will provide the COUNTY and WINTER PARK a public portal to access (a) water quality information, (b) stormwater education information, (c) a pollution reporting mechanism, (d) non-point source pollution education material, and (e) other watershed related projects and information; and

WHEREAS, the COUNTY and WINTER PARK have entered into a contract dated November 3, 2015 (Winter Park Interlocal Agreement for Watershed Atlas Project) where WINTER PARK has agreed to pay the COUNTY a designated sum for the annual maintenance of the PROJECT; and

WHEREAS, the Parties intend that this Interlocal Agreement will supersede the WINTER PARK Interlocal Agreement for Watershed Atlas Project; and

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

**Section 1. Recitals.** The recitals set forth in the WHEREAS clauses above are true and correct and are incorporated by reference herein.

**Section 2. Term and Termination.** This Interlocal Agreement shall be effective and commence on the last date of execution by the Parties (the “Effective Date”), and shall continue for the period commensurate with the Permit. However, this Interlocal Agreement may be terminated by either Party, with or without cause, upon no less than sixty (60) day notice to the other Party delivered in accordance with the requirements of Section 12.

**Section 3. Reimbursement for Services Provided.** The COUNTY has offered to provide services as itemized in Exhibit A, WINTER PARK has elected to participate in, and reimburse the COUNTY for, the following services:

- I. Public education and outreach program: Orange County Water Atlas Project to meet public reporting requirements of Part III.A.7.e of the Permit and provides water quality information to WINTER PARK and the public;
- II. Training – Web-accessible Stormwater Training System for illicit discharge and improper disposal training to meet the requirements of Part III.A.7.c of the Permit, spill prevention and response training to meet the requirements of Part III.A.7.d of the Permit, and construction site runoff training to meet the requirements of Part III.A.9.c of the Permit;
- III. Pollutant Loading Analysis: estimates of event mean concentrations (“EMCs”) and annual pollutant loads, in Year 3 per Part V.A.1 of the Permit, for the following pollutants:
  - a. Biological oxygen demand (BODs);

- b. Total copper;
- c. Total nitrogen (as N);
- d. Total phosphorus;
- e. Total suspended solids (TSS); and
- f. Total zinc.

IV. Water Quality Monitoring: Collection and/or analysis of water quality samples for one or more of the analytes in Exhibit C to meet the requirements of Part V.B of the Permit.

**Section 4. Shared Resources.** The COUNTY and WINTER PARK have agreed to share resources for the education and outreach activities itemized in Exhibit B, including:

- I. Public education and outreach program: pesticides, herbicides, and fertilizers to meet requirements of Part III.A.6 of the Permit;
- II. Public education and outreach program: public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the Permit; and
- III. Public education and outreach program: proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the Permit.

**Section 5. WINTER PARK's Contribution.** WINTER PARK has appropriated for the Permit period, the sums outlined in the cost-reimbursement schedule, Exhibit A, to be paid on the dates listed.

**Section 6. Right to Inspect and Audit Books.** The COUNTY will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by WINTER PARK as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by WINTER PARK or by its designees during normal business hours for a period of four (4) years from the expiration of this Interlocal Agreement. Any cost incurred by the COUNTY as a result of an audit by WINTER PARK shall be the sole responsibility of and shall be borne by the COUNTY. In addition, should the COUNTY provide any or all of WINTER PARK's funds to sub-recipients, then and in that event, the COUNTY shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by WINTER PARK or its designees.

**Section 7. Public Records.** In accordance with Chapter 119, Florida Statutes, any "public record" created or received by either Party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act. Should either Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Interlocal Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

**Section 8. Equal Opportunity Employment/Procurement.** The COUNTY, in performing under this Interlocal Agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

**Section 9. Indemnification.** To the fullest extent permitted by law, each Party to this Interlocal Agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Interlocal Agreement, and accordingly, each Party shall defend, indemnify and hold harmless the other Party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

**Section 10. Assignment.** Neither Party may assign its rights hereunder without the prior written consent of the other Party. Failure to comply with this section may result in immediate termination of this Interlocal Agreement.

**Section 11. Notices.** All notices permitted or required by this Interlocal Agreement shall be given by hand delivery, sent by certified mail, return receipt requested, or sent by overnight courier service, addressed as follows:

To the COUNTY: Environmental Protection Division Manager  
3165 McCrory Place, Suite 200  
Orlando, Florida 32803-3727  
Phone: (407) 836-1400  
Fax: (407) 836-1441

With copy to: County Administrator  
P.O. Box 1393  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802-1393

To WINTER PARK: Donald Marcotte, P.E.  
City Engineer  
401 South Park Avenue  
Winter Park, Florida 32789-4319  
Phone: (407) 599-3425  
Fax: (407) 599-3417

**Section 12. Independent Contractor.** The Parties agree that nothing contained in this Interlocal Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint ventures between the Parties or as constituting the COUNTY as the agent or representative of WINTER PARK for any purpose or for any manner whatsoever.

**Section 13. *Litigation and Venue.*** In the event a Party deems it necessary to take legal action to enforce any provision of this Interlocal Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida. In any such legal proceedings the Parties waive the right to seek a jury trial. Each Party shall be responsible for the payment of its attorney's fees and costs related to any dispute or legal proceedings, including all appeals.

**Section 14. *Governing Law; Construction of Agreement.*** The Parties enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes (2016), the Florida Interlocal Cooperation Act of 1969, as amended. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Interlocal Agreement. The Parties have participated jointly in the negotiation and drafting of this Interlocal Agreement. In the event ambiguity or interpretation arises, this Interlocal Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Interlocal Agreement. Any headings preceding the texts of the sections and subsections of this Interlocal Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part hereof nor affect its meaning, construction or effect. All exhibits attached to this Interlocal Agreement are hereby incorporated in and made a part hereof.

**Section 15. *Waiver.*** Performance of this Interlocal Agreement by either Party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Interlocal Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**Section 16. *Amendments.*** This Interlocal Agreement may be amended only through a written document executed by the parties.

**Section 17. *Default and Remedies.*** Failure by a Party to perform any of its obligations hereunder shall constitute a default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages. Prior to unilateral termination of this Agreement or either Party filing any action as a result of a default by the other Party under this Interlocal Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity within which to cure such default. Failure to cure within such 30-day opportunity allows the non-defaulting Party to terminate this Agreement. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof. Notwithstanding any other provision of this Interlocal Agreement, in no event shall either party have any liability to the other Party under this Interlocal Agreement, whether based in contract, in tort (including negligence and strict liability), or otherwise, for any special, incidental, indirect, exemplary, or consequential damages.

**Section 18. *Filing.*** A copy of this Interlocal Agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

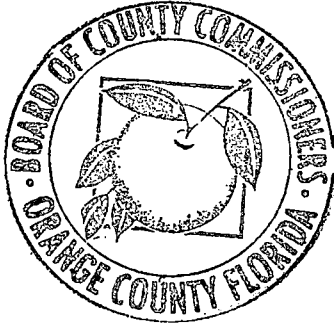
**Section 19. No Third-Party Beneficiaries.** This Interlocal Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the Parties.

**Section 20. Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

**Section 21. Entire Agreement.** This Interlocal Agreement, including Exhibits A, B, and C, constitutes the entire agreement between the Parties with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. No other agreement whether oral or written, with regard to the subject matter hereof shall be deemed to exist.

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IN WITNESS WHEREOF, the following authorized representatives of the Parties have executed this Interlocal Agreement on the date signed by each.



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 4.10.18

ATTEST: PHIL DIAMOND, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

**CITY OF WINTER PARK, FLORIDA**

DocuSigned by:  
By: *Mayor Steve Leary*  
D83F936A0393492...

Its: Mayor

Date: January 25, 2018 | 11:42 AM EST

ATTEST:

City Clerk *Cindy Bonham*  
DocuSigned by:  
049FA96CBE96418...



**"EXHIBIT A"**  
**REIMBURSEMENT for SERVICES**

The Responsibilities of the COUNTY and WINTER PARK as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:		Cost	Due Dates
I.	The COUNTY has entered into a contract with the University of South Florida (USF) to implement the Watershed Atlas Project (project); and the COUNTY has agreed to pay USF a designated sum for annual maintenance of the project; and the project will provide the COUNTY and WINTER PARK with information about their water quality and other watershed related projects and information; and where as both parties now desire to renew the contract for a period of forty-eight (48) months each time it expires until MS4 NPDES Permit FLS000011-004 expires; and WINTER PARK has agreed to assist the COUNTY in paying for the maintenance of the project. WINTER PARK has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of MS4 NPDES Permit FLS000011-004, the annual sum of \$2,107 to be used by the COUNTY solely for the purpose of maintaining the project.	\$2,107 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires
II.	Web-accessible Stormwater Testing System: The COUNTY will provide training materials for illicit discharge and improper disposal training to fulfill the requirements of by Part III.A.7.c of the MS4 NPDES Permit, spill prevention and response training to fulfill the requirements of by Part III.A.7.d of the MS4 NPDES Permit, and construction site runoff training to fulfill the requirements of by Part III.A.9.c of the MS4 NPDES Permit. The WINTER PARK has appropriated a one-time fee for the period commencing on 6/1/2017 and ending on 5/31/2018 the total sum of \$433 to be used by the COUNTY solely for the purpose of preparing the training materials to meet the requirements of Parts III.A.7.c, III.A.7.d, and III.A.9.c of the MS4 NPDES Permit.	\$433	To be paid thirty (30) days from the commencement date of the contract
III.	The timely preparation and submittal by the COUNTY to WINTER PARK of estimates of annual pollutant loadings, event mean concentrations (EMC), and best management practice (BMP) load reductions, as required by Part V.A. of the MS4 NPDES Permit. WINTER PARK has appropriated for the period commencing on 6/1/2017 and ending on 11/30/2019 the total sum of \$1,620 to be used by the COUNTY solely for the purpose of preparing the estimates of annual pollutant loadings and EMCs to meet the requirements of Part V.A. of the MS4 NPDES Permit.	\$1,620 one time	To be paid on 6/1/2019
IV.	The timely performance by the COUNTY of water quality monitoring at the locations and frequencies and for the parameters specified in Exhibit C, analysis of water samples for the parameters specified in Exhibit C, and/or upload of data to the STORET database (or successor) and the Water Atlas as required by Part V.B. of the MS4 NPDES Permit. WINTER PARK has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of the MS4 NPDES Permit, the annual sum of \$17,892 to be used by the COUNTY solely for the purpose of performing the monitoring activities specified in Exhibit C.	\$17,892 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires

**"EXHIBIT B"**  
**SHARED RESOURCES**

The Responsibilities of the COUNTY and WINTER PARK as to the implementation and execution of the MS4 NPDES Permit No. FL5000011-004 are generally as follows:		WINTER PARK
I.	The timely implementation by the COUNTY and WINTER PARK of a public education and outreach program for pesticides, herbicides, and fertilizers to fulfill the requirements of by Part III.A.6 of the MS4 NPDES Permit. WINTER PARK and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.6 of the MS4 NPDES Permit for pesticides, herbicides, and fertilizers.	
II.	The timely implementation by the COUNTY and WINTER PARK of a public education and outreach program plan for public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the MS4 NPDES Permit. WINTER PARK and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7e of the MS4 NPDES Permit for public reporting of illicit discharges and improper disposal.	
III.	The timely implementation by the COUNTY and WINTER PARK of a public education and outreach program plan for proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the MS4 NPDES Permit. WINTER PARK and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7.f of the MS4 NPDES Permit for proper use and disposal of hazardous waste.	

**"EXHIBIT C"****MONITORING PLAN LOCATIONS**

List Monitoring Station locations agreed to by COUNTY and WINTER PARK to satisfy Part V A of the permit				
Monitoring Station	Description	Type	Assessment Plan	
1	Sue	Lake Monthly	City/NPDES/BMAP	
4	Virginia	Lake Monthly	City/NPDES/BMAP	
6	Mizell	Lake Monthly	City/NPDES/BMAP	
9	Osceola	Lake Monthly	City/NPDES/BMAP	
11	Maitland	Lake Monthly	City/NPDES/BMAP	
13	WPRC	Lake Monthly	City	
14	Sylvan	Lake Monthly	City	
15	Knowles	Lake Monthly	City	
16	Chelton	Lake Monthly	City	
17	Midget	Lake Monthly	City	
18	Wilbar	Lake Monthly	City	
19	Spier	Lake Monthly	City	
20	Forrest	Lake Monthly	City	
21	Grace	Lake Monthly	City	
22	Temple	Lake Monthly	City	
23	Tuscany	Lake Monthly	City	
26	Baldwin	Lake Monthly	City/NPDES/BMAP	
27	Rose	Lake Monthly	City	
28	Berry	Lake Monthly	City/NPDES/BMAP	
29	Killarney	Lake Monthly	City/NPDES/BMAP	
30	Bell	Lake Monthly	City	
C1	Weir	BMAP Creek Monthly	BMAP	
C2	Gun Range	BMAP Creek Monthly	BMAP	

**Monthly lake samples analyzed for:**

Analyte	Sites	Months	Cost Per Sample	Cost Per Analyte
Chlorophyll a	21	12	\$6	\$1,512
Total Nitrogen	21	12	\$6	\$1,512
Total Phosphorus	21	12	\$6	\$1,512
Color	21	12	\$6	\$1,512
Alkalinity	21	12	\$6	\$1,512

Turbidity	21	12	\$6	\$1,512
E. coli	21	12	\$6	\$1,512
Fecal Coliform	21	12	\$6	\$1,512
<b>Subtotal Monthly Analytical</b>				<b>\$12,096</b>
<b>Monthly BMAP samples (creek) analyzed for:</b>				
<b>Analyte</b>	<b>Sites</b>	<b>Months</b>	<b>Cost Per Sample</b>	<b>Cost Per Analyte</b>
Chlorophyll a	2	12	\$6	\$144
Total Nitrogen	2	12	\$6	\$144
Ammonia	2	12	\$6	\$144
Nitrate + Nitrite	2	12	\$6	\$144
Total Phosphorus	2	12	\$6	\$144
Soluble Reactive Phosphorus	2	12	\$6	\$144
BOD <sub>5</sub>	2	12	\$6	\$144
<b>Subtotal BMAP Analytical</b>				<b>\$1,008</b>
<b>Uploading Analytical Results:</b>				
	<b>Sites</b>	<b>Quarters</b>	<b>Cost Per Site Per Quarter</b>	<b>Subtotal Data Upload</b>
State database and Water Atlas	21	4	\$57	<b>\$4,788</b>
<b>TOTAL ANNUAL ANALYTICAL AND DATA REPORTING COST</b>				<b>\$17,892</b>

**Note:**

1. Parameters offered for analysis include: total copper; hardness; nitrate and nitrite; total Kjeldahl nitrogen; total nitrogen (as N); total phosphorus; total suspended solids (TSS); turbidity; alkalinity; color; total zinc; Lake Vegetation Index (LVI); Stream Condition Index (SCI); discharge; and biological oxygen demand (BOD<sub>5</sub>).

BCC Mtg. Date: April 10, 2018

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**ORANGE COUNTY, FLORIDA**  
*and*  
**TOWN OF EATONVILLE, FLORIDA**

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**INTERLOCAL AGREEMENT**  
*for*  
**MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ACTIVITIES**

---

THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and between Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "COUNTY"), and the Town of Eatonville, a municipal corporation existing by and under the laws of the State of Florida, whose address is 307 East Kennedy Boulevard, Eatonville, Florida 32751 ("EATONVILLE"), collectively the COUNTY and EATONVILLE may be referred to as the "Parties", or individually as a "Party".

**WITNESSETH:**

WHEREAS, pursuant to the Clean Water Act (the "CWA"), and the regulations promulgated thereunder, the United States Environmental Protection Agency ("EPA") has developed regulations under the National Pollutant Discharge Elimination System ("NPDES") permit program published under 40 C.F.R. Part 122 requiring that the COUNTY obtain an NPDES permit for its municipal separate storm sewer system (commonly referred to as "MS4"); and

WHEREAS, EPA delegated the NPDES permit program in Florida to the Florida Department of Environmental Protection ("FDEP") in October 2000 as set forth in Section 403.0885, Florida Statutes; and

WHEREAS, stormwater discharges from medium and large MS4s are regulated under Chapter 62-624, Florida Administrative Code ("F.A.C."), and in 2012, FDEP promulgated numeric nutrient water quality standards set forth in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters), F.A.C.; and

WHEREAS, the COUNTY as lead applicant and EATONVILLE as a co-applicant applied for and received NPDES permit #FLS000011-004 (the "Permit"); and

WHEREAS, the Permit requires activities related to public education and outreach programs, trainings, water quality monitoring, water quality data reporting, and pollutant loading analysis; and

WHEREAS, the COUNTY and EATONVILLE desire to establish responsibilities for funding and implementing Permit-related activities and requirements; and

WHEREAS, the COUNTY and the University of South Florida (“USF”) have entered into a contract dated June 1, 2015 (the “USF Contract”), whereby USF implements and maintains the Orange County Water Atlas Project (the “Project”); and

WHEREAS, the Project will provide the COUNTY and EATONVILLE a public portal to access: (a) water quality information, (b) stormwater education information, (c) a pollution reporting mechanism, (d) non-point source pollution education material, and (e) other watershed related projects and information; and

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

**Section 1. Recitals.** The recitals set forth in the WHEREAS clauses above are true and correct and are incorporated by reference herein.

**Section 2. Term and Termination.** This Interlocal Agreement shall be effective and commence on the last date of execution by the Parties (the “Effective Date”), and shall continue for the period commensurate with the Permit. However, this Interlocal Agreement may be terminated by either Party, with or without cause, upon no less than sixty (60) days notice to the other Party delivered in accordance with the requirements of Section 12.

**Section 3. Reimbursement for Services Provided.** The COUNTY has offered to provide services as itemized in Exhibit A. EATONVILLE has elected to participate in, and reimburse the COUNTY for, the following services:

- I. Public education and outreach program: Orange County Water Atlas Project to meet public reporting requirements of Part III.A.7.e of the Permit and provides water quality information to EATONVILLE and the public;
- II. Training – Web-accessible Stormwater Training System for illicit discharge and improper disposal training to meet the requirements of Part III.A.7.c of the Permit, spill prevention and response training to meet the requirements of Part III.A.7.d of the Permit, and construction site runoff training to meet the requirements of Part III.A.9.c of the Permit;
- III. Pollutant Loading Analysis: estimates of event mean concentrations (EMCs) and annual pollutant loads, in Year 3 per Part V.A.1 of the Permit, for the following pollutants:
  - a. Biological oxygen demand (BOD<sub>5</sub>);
  - b. Total copper;
  - c. Total nitrogen (as N);
  - d. Total phosphorus;
  - e. Total suspended solids (TSS); and
  - f. Total zinc.

- IV. Water Quality Monitoring: Collection and/or analysis of water quality samples for one or more of the analytes in Exhibit C to meet the requirements of Part V.B of the Permit.

**Section 4. Shared Resources.** The COUNTY and EATONVILLE have agreed to share resources for the education and outreach activities itemized in Exhibit B, including:

- I. Public education and outreach program: pesticides, herbicides, and fertilizers to meet requirements of Part III.A.6 of the Permit;
- II. Public education and outreach program: public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the Permit; and
- III. Public education and outreach program: proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the MS4 NPDES Permit.

**Section 5. EATONVILLE's Contribution.** EATONVILLE has appropriated for the Permit period, the sums outlined in the cost-reimbursement schedule, Exhibit A, to be paid on the dates listed.

**Section 6. Right to Inspect and Audit Books.** The COUNTY will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by EATONVILLE as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by EATONVILLE or by its designees during normal business hours for a period of four (4) years from the expiration of this Interlocal Agreement. Any cost incurred by the COUNTY as a result of an audit by EATONVILLE shall be the sole responsibility of and shall be borne by the COUNTY. In addition, should the COUNTY provide any or all of EATONVILLE's funds to sub-recipients, then and in that event, the COUNTY shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by EATONVILLE or its designees.

**Section 7. Public Records.** In accordance with Chapter 119, Florida Statutes, any "public record" created or received by either Party, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act. Should either Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Interlocal Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

**Section 8. Equal Opportunity Employment/Procurement.** The COUNTY, in performing under this Interlocal Agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

**Section 9. Indemnification.** To the fullest extent permitted by law, each Party to this Interlocal Agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Interlocal Agreement, and accordingly, each Party shall defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims, to the extent allowed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provision of Section 768.28, Florida Statutes.

**Section 10. Assignment.** Neither Party may assign its rights hereunder without the prior written consent of the other Party. Failure to comply with this section may result in immediate termination of this Interlocal Agreement.

**Section 11. Notices.** All notices permitted or required by this Interlocal Agreement shall be given by hand delivery, sent by certified mail, return receipt requested, or sent by overnight courier service, addressed as follows:

To COUNTY:           Environmental Protection Division Manager  
3165 McCrory Place, Suite 200  
Orlando, Florida 32803-3727  
Phone:               (407) 836-1400  
Fax:                  (407) 836-1441

With copy to:       County Administrator  
P.O. Box 1393  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802-1393

To EATONVILLE:   Eddie Cole  
Mayor  
307 East Kennedy Boulevard  
Eatonville, Florida 32751-6806  
Phone:               (407) 623-8913

**Section 12. Independent Contractor.** The Parties agree that nothing contained in this Interlocal Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint ventures between the Parties or as constituting the COUNTY as the agent or representative of EATONVILLE for any purpose or for any manner whatsoever.

**Section 13. Litigation and Venue.** In the event a Party deems it necessary to take legal action to enforce any provision of this Interlocal Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange COUNTY, Florida. In any such legal proceedings the Parties waive the right to seek a jury trial. Each Party shall be responsible for the payment of its attorney's fees and costs related to any dispute or legal proceedings, including all appeals.



**Section 14. Governing Law; Construction of Agreement.** The Parties enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes (2016), the Florida Interlocal Cooperation Act of 1969, as amended. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Interlocal Agreement. The Parties have participated jointly in the negotiation and drafting of this Interlocal Agreement. In the event ambiguity or interpretation arises, this Interlocal Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Interlocal Agreement. Any headings preceding the texts of the sections and subsections of this Interlocal Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part hereof nor affect its meaning, construction or effect. All exhibits attached to this Interlocal Agreement are hereby incorporated in and made a part hereof.

**Section 15. Waiver.** Performance of this Interlocal Agreement by any either Party after notice of default of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Interlocal Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**Section 16. Amendments.** This Interlocal Agreement may be amended only through a written document executed by the Parties.

**Section 17. Default and Remedies.** Failure by a Party to perform any of its obligations hereunder shall constitute a default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages. Prior to unilateral termination of this Agreement or either Party filing any action as a result of a default by the other Party under this Interlocal Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity within which to cure such default. Failure to cure within such 30-day opportunity allows the non-defaulting Party to terminate this Agreement. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof. Notwithstanding any other provision of this Interlocal Agreement, in no event shall either party have any liability to the other Party under this Interlocal Agreement, whether based in contract, in tort (including negligence and strict liability), or otherwise, for any special, incidental, indirect, exemplary, or consequential damages.

**Section 18. Filing.** A copy of this Interlocal Agreement may be filed with the Clerk to the Board of COUNTY Commissioners for Orange COUNTY, Florida.

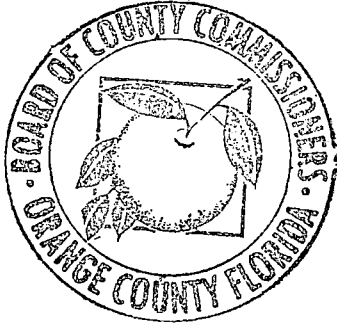
**Section 19. No Third-Party Beneficiaries.** This Interlocal Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the Parties.

**Section 20. Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

**Section 21. Entire Agreement.** This Interlocal Agreement, including Exhibits A, B, and C, constitutes the entire Interlocal Agreement between the Parties with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. No other agreement whether oral or written, with regard to the subject matter hereof shall be deemed to exist.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the following authorized representatives of the Parties have executed this Interlocal Agreement on the date signed by each.



**ORANGE COUNTY, FLORIDA**

By: Board of COUNTY Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange COUNTY Mayor

Date: 4.10.18

ATTEST: PHIL DIAMOND, CPA, COUNTY Comptroller  
As Clerk of the Board of COUNTY Commissioners

By: *Katie Smith*  
Deputy Clerk

**TOWN OF EATONVILLE, FLORIDA**

By: *[Signature]*

Its: MAYOR

Date: 12/20/17

ATTEST:

*Matthew Williams*  
City Clerk

**"EXHIBIT A"**  
**REIMBURSEMENT SERVICES**

The Responsibilities of the COUNTY and EATONVILLE as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:		Cost	Due Dates
I.	The COUNTY has entered into a contract with the University of South Florida (USF) to implement the Watershed Atlas Project (project); and the COUNTY has agreed to pay USF a designated sum for annual maintenance of the project; and the project will provide the COUNTY and EATONVILLE with information about their water quality and other watershed related projects and information; and where as both parties now desire to renew the contract for a period of forty-eight (48) months each time it expires until MS4 NPDES Permit FLS000011-004 expires; and EATONVILLE has agreed to assist the COUNTY in paying for the maintenance of the project. EATONVILLE has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of MS4 NPDES Permit FLS000011-004, the annual sum of \$1,132 to be used by the COUNTY solely for the purpose of maintaining the project.	\$1,132 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires
II.	Web-accessible Stormwater Testing System: The COUNTY will provide training materials for illicit discharge and improper disposal training to fulfill the requirements of by Part III.A.7.c of the MS4 NPDES Permit, spill prevention and response training to fulfill the requirements of by Part III.A.7.d of the MS4 NPDES Permit, and construction site runoff training to fulfill the requirements of by Part III.A.9.c of the MS4 NPDES Permit. The EATONVILLE has appropriated a one-time fee for the period commencing on 6/1/2017 and ending on 5/31/2018 the total sum of \$433 to be used by the COUNTY solely for the purpose of preparing the training materials to meet the requirements of Parts III.A.7.c, III.A.7.d, and III.A.9.c of the MS4 NPDES Permit.	\$433 one time	To be paid thirty (30) days from the commencement date of the contract
III.	The timely preparation and submittal by the COUNTY to EATONVILLE of estimates of annual pollutant loadings, event mean concentrations (EMC), and best management practice (BMP) load reductions, as required by Part V.A. of the MS4 NPDES Permit. EATONVILLE has appropriated for the period commencing on 6/1/2017 and ending on 11/30/2019 the total sum of \$1,620 to be used by the COUNTY solely for the purpose of preparing the estimates of annual pollutant loadings and EMCs to meet the requirements of Part V.A. of the MS4 NPDES Permit.	\$1,620 one time	To be paid on 6/1/2019
IV.	The timely performance by the COUNTY of water quality monitoring at the locations and frequencies and for the parameters specified in Exhibit C, analysis of water samples for the parameters specified in Exhibit C, and/or upload of data to the STORET database (or successor) and the Water Atlas as required by Part V.B. of the MS4 NPDES Permit. EATONVILLE has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of the MS4 NPDES Permit, the annual sum of \$0 to be used by the COUNTY solely for the purpose of performing the monitoring activities specified in Exhibit C.	\$0	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires

**"EXHIBIT B"**  
**SHARED RESOURCES**

The Responsibilities of the COUNTY and EATONVILLE as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:		EATONVILLE
I.	The timely implementation by the COUNTY and EATONVILLE of a public education and outreach program for pesticides, herbicides, and fertilizers to fulfill the requirements of by Part III.A.6 of the MS4 NPDES Permit. EATONVILLE and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.6 of the MS4 NPDES Permit for pesticides, herbicides, and fertilizers.	X
II.	The timely implementation by the COUNTY and EATONVILLE of a public education and outreach program plan for public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the MS4 NPDES Permit. EATONVILLE and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7e of the MS4 NPDES Permit for public reporting of illicit discharges and improper disposal.	X
III.	The timely implementation by the COUNTY and EATONVILLE of a public education and outreach program plan for proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the MS4 NPDES Permit. EATONVILLE and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7.f of the MS4 NPDES Permit for proper use and disposal of hazardous waste.	X

**"EXHIBIT C"**  
**MONITORING PLAN LOCATIONS**

List Monitoring Station locations agreed to by COUNTY and EATONVILLE to satisfy Part V.A of the permit				
Monitoring Station	Description			
<b>Collection of lake and/or stream samples:</b>				
	<b>Sites</b>	<b>Events Per Year</b>	<b>Cost Per Sample</b>	<b>Subtotal Sample Collection</b>
			\$289	\$0
<b>Monthly lake and/or stream samples analyzed for:</b>				
<b>Analyte</b>	<b>Sites</b>	<b>Events Per Year</b>	<b>Cost Per Sample</b>	<b>Cost Per Analyte</b>
			\$6	\$0
<b>Subtotal Monthly Analytical</b>				<b>\$0</b>
<b>Uploading Analytical Results:</b>				
	<b>Sites</b>	<b>Quarters</b>	<b>Cost Per Site Per Quarter</b>	<b>Subtotal Data Upload</b>
State database and Water Atlas			\$57	\$0
<b>TOTAL ANNUAL MONITORING, ANALYTICAL, AND DATA REPORTING COST</b>				<b>\$0</b>

Note:

- Parameters offered for analysis include: total copper; hardness; nitrate and nitrite; total Kjeldahl nitrogen; total nitrogen (as N); total phosphorus; total suspended solids (TSS); turbidity; alkalinity; color; total zinc; Lake Vegetation Index (LVI); Stream Condition Index (SCI); discharge; and biological oxygen demand (BOD<sub>5</sub>).

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**ORANGE COUNTY, FLORIDA**  
*and*  
**VALENCIA WATER CONTROL DISTRICT**

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**INTERLOCAL AGREEMENT**  
*for*  
**MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ACTIVITIES**

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THIS INTERLOCAL AGREEMENT ("Interlocal Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and between Orange County, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "COUNTY"), and the Valencia Water Control District, whose address is 10365 Orangewood Boulevard, Orlando, Florida 32821 ("VWCD").

**WITNESSETH:**

WHEREAS, pursuant to the Clean Water Act (the "CWA"), and the regulations promulgated thereunder, the United States Environmental Protection Agency ("EPA") has developed regulations under the National Pollutant Discharge Elimination System ("NPDES") permit program published under 40 C.F.R. Part 122 requiring that the COUNTY obtain an NPDES permit for its municipal separate storm sewer system (commonly referred to as "MS4"); and

WHEREAS, EPA delegated the NPDES permit program in Florida to the Florida Department of Environmental Protection ("FDEP") in October 2000 as set forth in Section 403.0885, Florida Statute; and

WHEREAS, stormwater discharges from medium and large MS4s are regulated under Chapter 62-624, Florida Administrative Code ("F.A.C."), and in 2012, FDEP promulgated numeric nutrient water quality standards set forth in Chapters 62-302 (Water Quality Standards) and 62-303 (Identification of Impaired Surface Waters), F.A.C.; and

WHEREAS, the COUNTY as lead applicant and VWCD as a co-applicant applied for and received NPDES permit #FLS000011-004 (the "Permit"); and

WHEREAS, the Permit requires activities related to public education and outreach programs, trainings, water quality monitoring, water quality data reporting, and pollutant loading analysis; and

WHEREAS, the COUNTY and VWCD desire to establish responsibilities for funding and implementing Permit-related activities and requirements; and

WHEREAS, the COUNTY and the University of South Florida ("USF") have entered into a contract dated June 1, 2015 (the "USF Contract"), whereby USF implements and maintains the Orange County Water Atlas Project (the "Project"); and

WHEREAS, the Project will provide the COUNTY and VWCD a public portal to access: (a) water quality information, (b) stormwater education information, (c) a pollution reporting mechanism, (d) non-point source pollution education material, and (e) other watershed related projects and information; and

WHEREAS, the COUNTY and VWCD have entered into a contract dated November 3<sup>rd</sup>, 2015 (VWCD Interlocal Agreement for Watershed Atlas Project) where VWCD has agreed to pay the COUNTY a designated sum for the annual maintenance of the Project; and

WHEREAS, the Parties intend that this Interlocal Agreement will supersede the VWCD Interlocal Agreement for Watershed Atlas Project; and

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

**Section 1. Recitals.** The recitals set forth in the WHEREAS clauses above are true and correct and are incorporated by reference herein.

**Section 2. Term and Termination.** This Interlocal Agreement shall be effective and commence on the last date of execution by the Parties (the "Effective Date"), and shall continue for the period commensurate with the Permit. However, this Interlocal Agreement may be terminated by either Party, with or without cause, upon no less than sixty (60) days notice to the other Party delivered in accordance with the requirements of Section 12.

**Section 3. Reimbursement for Services Provided.** The COUNTY has offered to provide services as itemized in Exhibit A. VWCD has elected to participate in, and reimburse the COUNTY for, the following services:

- I. Public education and outreach program: Orange County Water Atlas Project to meet public reporting requirements of Part III.A.7.e of the Permit and provides water quality information to VWCD and the public;
- II. Training – Web-accessible Stormwater Training System for illicit discharge and improper disposal training to meet the requirements of Part III.A.7.c of the Permit, spill prevention and response training to meet the requirements of Part III.A.7.d of the Permit, and construction site runoff training to meet the requirements of Part III.A.9.c of the Permit;
- III. Pollutant Loading Analysis: estimates of event mean concentrations ("EMCs") and annual pollutant loads, in Year 3 per Part V.A.1 of the Permit, for the following pollutants:
  - a. Biological oxygen demand (BOD<sub>5</sub>);
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- c. Total nitrogen (as N);
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  - f. Total zinc.
- IV. Water Quality Monitoring: Collection and/or analysis of water quality samples for one or more of the analytes in Exhibit C to meet the requirements of Part V.B of the Permit.

**Section 4. Shared Resources.** The COUNTY and VWCD have agreed to share resources for the education and outreach activities itemized in Exhibit B, including:

- I. Public education and outreach program: pesticides, herbicides, and fertilizers to meet requirements of Part III.A.6 of the Permit;
- II. Public education and outreach program: public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the Permit; and
- III. Public education and outreach program: proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the MS4 NPDES Permit.

**Section 5. VWCD's Contribution.** VWCD has appropriated for the Permit period, the sums outlined in the cost-reimbursement schedule, Exhibit A, to be paid on the dates listed.

**Section 6. Right to Inspect and Audit Books.** The COUNTY will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by VWCD as will be in accordance with generally accepted accounting principles. All such records shall be open to inspection by VWCD or by its designees during normal business hours for a period of four (4) years from the expiration of this Interlocal Agreement. Any cost incurred by the COUNTY as a result of an audit by VWCD shall be the sole responsibility of and shall be borne by the COUNTY. In addition, should the COUNTY provide any or all of VWCD's funds to sub-recipients, then and in that event, the COUNTY shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by VWCD or its designees.

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**Section 8. Equal Opportunity Employment/Procurement.** The COUNTY, in performing under this agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

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Phone:                (407) 836-1400  
Fax:                    (407) 836-1441

With copy to:        County Administrator  
P.O. Box 1393  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802-1393

To VWCD:            William Tew  
President, Board of Supervisors  
10365 Orangewood Boulevard  
Orlando, Florida 32821-8239  
Phone:                (407) 256-7804

**Section 12. Independent Contractor.** The Parties agree that nothing contained in this Interlocal Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partners or joint ventures between the Parties or as constituting the COUNTY as the agent or representative of VWCD for any purpose or for any manner whatsoever.

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Court of the Ninth Judicial Circuit in Orange County, Florida. In any such legal proceedings the Parties waive the right to seek a jury trial. Each Party shall be responsible for the payment of its attorney's fees and costs related to any dispute or legal proceedings, including all appeals.

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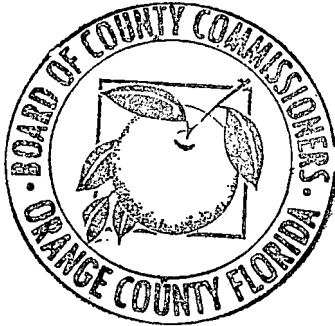
**Section 19. No Third-Party Beneficiaries.** This Interlocal Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the Parties.

**Section 20. Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.

**Section 21. Entire Agreement.** This Interlocal Agreement, including Exhibits A, B, and C, constitutes the entire Interlocal Agreement between the Parties with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. No other agreement whether oral or written, with regard to the subject matter hereof shall be deemed to exist.

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IN WITNESS WHEREOF, the following authorized representatives of the Parties have executed this Interlocal Agreement on the date signed by each.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor  
Date: 4.10.18

ATTEST: PHIL DIAMOND, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Kate Smith*  
Deputy Clerk

VALENCIA WATER CONTROL  
DISTRICT

By: *James A. Alford*  
Its: PRESIDENT  
Date: 2/13/18

ATTEST: *[Signature]*  
District Secretary

**"EXHIBIT A"**  
**REIMBURSEMENT SERVICES**

The Responsibilities of the COUNTY and VWCD as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:		Cost	Due Dates
I.	The COUNTY has entered into a contract with the University of South Florida (USF) to implement the Watershed Atlas Project (project); and the COUNTY has agreed to pay USF a designated sum for annual maintenance of the project; and the project will provide the COUNTY and VWCD with information about their water quality and other watershed related projects and information; and where as both parties now desire to renew the contract for a period of forty-eight (48) months each time it expires until MS4 NPDES Permit FLS000011-004 expires; and VWCD has agreed to assist the COUNTY in paying for the maintenance of the project. VWCD has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of MS4 NPDES Permit FLS000011-004, the annual sum of \$1,000 to be used by the COUNTY solely for the purpose of maintaining the project.	\$1,000 annually	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires
II.	Web-accessible Stormwater Testing System: The COUNTY will provide training materials for illicit discharge and improper disposal training to fulfill the requirements of by Part III.A.7.c of the MS4 NPDES Permit, spill prevention and response training to fulfill the requirements of by Part III.A.7.d of the MS4 NPDES Permit, and construction site runoff training to fulfill the requirements of by Part III.A.9.c of the MS4 NPDES Permit. The VWCD has appropriated a one-time fee for the period commencing on 6/1/2017 and ending on 5/31/2018 the total sum of \$433 to be used by the COUNTY solely for the purpose of preparing the training materials to meet the requirements of Parts III.A.7.c, III.A.7.d, and III.A.9.c of the MS4 NPDES Permit.	\$433 one time	To be paid thirty (30) days from the commencement date of the contract
III.	The timely preparation and submittal by the COUNTY to VWCD of estimates of annual pollutant loadings, event mean concentrations (EMC), and best management practice (BMP) load reductions, as required by Part V.A. of the MS4 NPDES Permit. VWCD has appropriated for the period commencing on 6/1/2017 and ending on 11/30/2019 the total sum of \$1,620 to be used by the COUNTY solely for the purpose of preparing the estimates of annual pollutant loadings and EMCs to meet the requirements of Part V.A. of the MS4 NPDES Permit.	\$1,620 one time	To be paid on 6/1/2019
IV.	The timely performance by the COUNTY of water quality monitoring at the locations and frequencies and for the parameters specified in Exhibit C, analysis of water samples for the parameters specified in Exhibit C, and/or upload of data to the STORET database (or successor) and the Water Atlas as required by Part V.B. of the MS4 NPDES Permit. VWCD has appropriated, for the period commencing on 6/1/2017 and ending upon expiration of the MS4 NPDES Permit, the annual sum of \$0 to be used by the COUNTY solely for the purpose of performing the monitoring activities specified in Exhibit C.	\$0	To be paid thirty (30) days from the commencement date of the contract, and annually on that Month and Day each year until the permit expires

**"EXHIBIT B"**  
**SHARED RESOURCES**

The Responsibilities of the COUNTY and VWCD as to the implementation and execution of the MS4 NPDES Permit No. FLS000011-004 are generally as follows:		VWCD
I.	The timely implementation by the COUNTY and VWCD of a public education and outreach program for pesticides, herbicides, and fertilizers to fulfill the requirements of by Part III.A.6 of the MS4 NPDES Permit. VWCD and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.6 of the MS4 NPDES Permit for pesticides, herbicides, and fertilizers.	X
II.	The timely implementation by the COUNTY and VWCD of a public education and outreach program plan for public reporting of illicit discharges and improper disposal to fulfill the requirements of by Part III.A.7.e of the MS4 NPDES Permit. VWCD and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7e of the MS4 NPDES Permit for public reporting of illicit discharges and improper disposal.	X
III.	The timely implementation by the COUNTY and VWCD of a public education and outreach program plan for proper use and disposal of hazardous waste to fulfill the requirements of by Part III.A.7.f of the MS4 NPDES Permit. VWCD and the COUNTY agree to share resources and provide quantified activities needed for annual reporting solely for the purpose of the public education and outreach program requirements of Part III.A.7.f of the MS4 NPDES Permit for proper use and disposal of hazardous waste.	X

**"EXHIBIT C"**  
**MONITORING PLAN LOCATIONS**

List Monitoring Station locations agreed to by COUNTY and VWCD to satisfy Part V.A of the permit				
Monitoring Station	Description			
<b>Collection of lake and/or stream samples:</b>				
	Sites	Events Per Year	Cost Per Sample	<i>Subtotal Sample Collection</i>
			\$289	\$0
<b>Monthly lake and/or stream samples analyzed for:</b>				
Analyte	Sites	Events Per Year	Cost Per Sample	Cost Per Analyte
			\$6	\$0
<i>Subtotal Monthly Analytical</i>				<i>\$0</i>
<b>Uploading Analytical Results:</b>				
	Sites	Quarters	Cost Per Site Per Quarter	<i>Subtotal Data Upload</i>
State database and Water Atlas			\$57	\$0
<b>TOTAL ANNUAL MONITORING, ANALYTICAL, AND DATA REPORTING COST</b>				<b>\$0</b>

Note:

1. Parameters offered for analysis include: total copper; hardness; nitrate and nitrite; total Kjeldahl nitrogen; total nitrogen (as N);