
ORANGE COUNTY, FLORIDA
and
CITY OF MAITLAND, FLORIDA

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 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 3rd, 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:

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. MAITLAND 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 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 (BOD₅);
 - 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, 5th
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.

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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
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

CITY OF MAITLAND, FLORIDA

By: _____

Its: _____

Date: _____

ATTEST:

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. FLS000011-004 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	<i>Subtotal Sample Collection</i>
			\$289	<i>\$0</i>
Monthly lake and/or stream samples analyzed for:				
Analyte	Sites	Events Per Year	Cost Per Sample	Cost Per Analyte
			\$6	\$0
<i>Subtotal Monthly Analytical</i>				<i>\$0</i>
Uploading Analytical Results:				
	Sites	Quarters	Cost Per Site Per Quarter	<i>Subtotal Data Upload</i>
State database and Water Atlas			\$57	<i>\$0</i>
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 (BOD₅).