

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF JACKSONVILLE  
THE CITY OF ATLANTIC BEACH AND THE CITY OF NEPTUNE BEACH  
FOR NPDES PERMIT SERVICES AND FEES**

This Agreement, between the City of Jacksonville, a political subdivision of the State of Florida whose administrative offices are located at City Hall, 117 W. Duval Street, Jacksonville, Florida 32202 ("COJ"), the City of Atlantic Beach, a Florida municipal corporation whose administrative offices are located at 800 Seminole Road, Atlantic Beach, Florida 32233("COAB"), and the City of Neptune Beach, a Florida municipal corporation whose administrative offices are located at 116 First Street North, Neptune Beach, Florida 32266 ("CONB"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WITNESSETH:**

**WHEREAS**, the COJ, COAB, and CONB desire to protect and promote the public health, safety, and general welfare through the management of stormwater runoff; and

**WHEREAS**, the COJ, COAB, and CONB desire to maintain and assist in the improvement of water quality and to preserve and enhance the environmental quality of receiving waters; and

**WHEREAS**, pursuant to the Federal Clean Water Act ("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 as 40 C.F.R. § 122.26; and

**WHEREAS**, 40 C.F.R. § 122.26 requires that, based on the 1990 census, certain political entities are required to obtain a NPDES permit and implement stormwater management programs within certain time frames; and

**WHEREAS**, NPDES permits in Florida were delegated from EPA's jurisdiction to the Florida Department of Environmental Protection ("FDEP") in October 2000, as set forth in Section 403.0885, F.S.; and

**WHEREAS**, stormwater discharges from medium and large Municipal Separate Storm Sewer Systems (MS4s) are regulated under Chapter 62-624, F.A.C.; and

**WHEREAS**, COJ, COAB and CONB, along with co-permittee Florida Department of Transportation (FDOT), have been issued NPDES Permit #FLS000012-004 ("Permit") by FDEP; and

**WHEREAS, Part V.B. of the Permit requires an assessment program to assist in determining the impact of stormwater discharges on receiving waters located in the geographical area covered by the permit; and**

**WHEREAS, COJ, COAB and CONB, operating under one MS4 Permit, have approved the concept of intergovernmental cooperation to effectively manage stormwater runoff and to meet Permit requirements; and**

**WHEREAS, COJ as the lead applicant has the capability to perform some of the required tasks specified in the Permit, including the development, maintenance, and implementation of an assessment program as referenced in Part V.B. of the Permit; and**

**WHEREAS, it is the mutual desire of the all co-permittees to establish relationships and responsibilities for the funding, implementation, operation and maintenance of a Water Quality Monitoring Plan of the Assessment Program to meet Permit requirements; and**

**WHEREAS, COJ, COAB and CONB have agreed upon a scope of services for stormwater tasks related to NPDES permitting requirements as described in Exhibit "A", which is attached hereto and by this reference made a part hereof.**

**NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:**

1. COJ shall perform the work and services as set forth in Exhibit A, attached and incorporated herein by reference.
2. COAB agrees to pay COJ \$6,216.00 per year, and CONB agrees to pay COJ \$1,036.00 per year, to compensate COJ for services provided under this Agreement, provided that sampling in addition to that set forth in Table A-1 below shall entitle COJ to additional compensation as set forth in Exhibit A. All such funds are payable in response to annual invoices from COJ, with an invoice date no earlier than October 1<sup>st</sup> of the term year.
3. This Agreement shall expire five years from the effective date of the agreement, but may be modified throughout the life of the Permit on an annual basis by mutual agreement of the parties. Either party may terminate this Agreement upon ninety (90) days' notice to the other party.
4. COJ, COAB and CONB agree that subject to the provisions and limitations of Section 768.28, Florida Statutes (which provisions are not expanded, altered or waived), each party shall indemnify and hold harmless the other, its respective members, officials, officers, employees and agents from suits, actions, proceedings, claims, judgments, costs, damages and expenses, at law or in equity, caused by their own negligent acts or omissions in the performance of this Agreement. Nothing contained in this paragraph

shall be construed as a waiver, expansion, or alteration of the either party's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
6. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected. In such instances, the remainder would then continue to the terms and requirements of applicable law.
7. This Agreement represents the entire and integrated agreement between the COJ, COAB and CONB and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of COJ, COAB and CONB.
8. All written notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

**COJ:**

Mr. John Pappas  
Director of Public Works  
214 N. Hogan St., 10<sup>th</sup> Floor  
Jacksonville, FL 32202

**COAB:**

Mr. Scott Williams  
Public Works Director  
1200 Sandpiper Lane  
Atlantic Beach, FL 32233

**CONB:**

Mr. Leon Smith  
Director of Public Services  
2010 Forrest Avenue  
Neptune Beach, FL 32266

9. This Agreement shall become effective when filed with the Office of the Clerk of Court of Duval County, Florida.

**IN WITNESS WHEREOF**, the City of Atlantic Beach, by and through its respective authorized representatives has caused this Agreement to be executed as indicated below.

**ATTEST:**

**CITY OF ATLANTIC BEACH**

By: \_\_\_\_\_

Donna Bartle, City Clerk  
800 Seminole Road  
Atlantic Beach, FL 32233

By: \_\_\_\_\_

Joe Gerrity, City Manager  
800 Seminole Road  
Atlantic Beach, FL 32233

STATE OF FLORIDA )

)ss.

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2017, by Joe Gerrity and Donna Bartle, the City Manager and City Clerk respectively, of the City of Atlantic Beach, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

- are personally known to me; or
- produced a current \_\_\_\_\_ driver's license as identification; or
- produced \_\_\_\_\_ as identification

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print)

**NOTARY PUBLIC**

My Commission expires: \_\_\_\_\_

**(NOTARIAL SEAL)**

IN WITNESS WHEREOF, the City of Neptune Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year as indicated below.

**ATTEST:**

**CITY OF NEPTUNE BEACH**

By: \_\_\_\_\_  
Catherine Ponson, City Clerk  
116 First Street  
Neptune Beach, FL 32266

By: \_\_\_\_\_  
Andrew E. Hyatt, City Manager  
116 First Street  
Neptune Beach, FL 32266

STATE OF FLORIDA )  
                              )ss.  
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2017, by Andrew E. Hyatt and Catherine Ponson, the City Manager and City Clerk respectively,  
of the City of Neptune Beach, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

- are personally known to me; or
- produced a current \_\_\_\_\_ driver's license as identification; or
- produced \_\_\_\_\_ as identification

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print)

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

**IN WITNESS WHEREOF**, the City of Jacksonville, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year as indicated below.

**ATTEST:**

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
 James R. McCain, Jr  
 Corporate Secretary

By: \_\_\_\_\_  
 Lenny Curry  
 Mayor, City of Jacksonville

STATE OF FLORIDA )  
 )ss.  
 COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2017, by John Pappas, P.E. and Alice Checorski, the Director of Public Works and the Executive Assistant to Appointed Official respectively, of the City of Jacksonville, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

- are personally known to me; or
- produced a current \_\_\_\_\_ driver's license as identification; or
- produced \_\_\_\_\_ as identification

\_\_\_\_\_ (Sign)

\_\_\_\_\_ (Print)

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**NPDES MS4 PERMIT SERVICES FOR THE CITY OF ATLANTIC BEACH**  
**AND THE CITY OF NEPTUNE BEACH**  
**PROVIDED BY THE CITY OF JACKSONVILLE**

COJ, COAB and CONB desire to protect and promote the public health, safety, and general welfare through the management of stormwater runoff. The Federal Clean Water Act (CWA), Section 402(p)(2), requires the COJ, COAB and CONB to each implement a Stormwater Management Program (SWMP) according to regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as Part 40 of the Code of Federal Regulations (CFR) Section 122.26 on November 16, 1990 (55 FR 47990). COJ, COAB and CONB, along with co-permittee Florida Department of Transportation (FDOT), have been issued NPDES Permit #FLS000012-004.

The COJ, COAB and CONB approved the concept of intergovernmental cooperation to effectively manage stormwater runoff and to meet their respective NPDES Permit requirements. COJ has conducted surface water quality monitoring in Duval County since the 1970's. Beyond fulfilling the monitoring requirements of NPDES permit #FLS000012-004, this monitoring effort provides important water quality data to support watershed planning initiatives. This Scope of Work describes the tasks the COJ will complete on behalf of the COAB and CONB.

COJ will provide COAB and CONB with all applicable data, reports, records and other documents pertaining to the following tasks:

**Task 1 – Develop and Implement an Updated Monitoring Plan**

During the term of this Agreement, COJ will remain responsible for the development, implementation, and updating of an "assessment program" as required under Part V.B. of the Permit. Specifically, COJ's responsibilities shall include the following:

- managing staff,
- maintaining equipment and instruments in working order,
- ordering supplies and calibration standards,
- performing necessary field quality assurance protocols in accordance with Florida, Department of Environmental Protection (FDEP) guidelines,
- collection of samples at the locations and frequencies set forth in Table A-1 below and covering the parameters set forth in Table A-2 below,
- coordinating sample delivery to a National Environmental Laboratory Accreditation Conference (NELAC) certified analytical laboratory,

- reviewing and managing analytical data results,
- entering data into the state database as required by FDEP,
- reporting of data results to FDEP in accordance with NPDES permit requirements,
- include a reference to each of the co-permittees listed in this Agreement as a contributor to a countywide monitoring program in monitoring results submitted to FDEP as required by NPDES permit #FLS000012-004,
- reporting of raw data results to the co-permittees every Permit year, and
- reporting to the municipalities of water quality trends in each of the below listed WBIDs so the co-permittees may individually determine the effectiveness of their stormwater management programs and identify and prioritize portions of the MS4 requiring additional controls.

Assessment of Best Management Practices (BMPs) related to COAB and CONB's SWMP Assessment Program is not a part of this Agreement.

**Table A-1**

Location	WBID	Sampling Frequency	Plan	Agency
IWWH	2266	Quarterly	Routine Tributary & BMAP II	CONB
COAB1	2266	Quarterly	BMAP II	COAB
COAB4LS	2227	Quarterly	BMAP II	COAB
COAB3	2227	Quarterly	BMAP II	COAB
COAB10	2227	Quarterly	Trend	COAB
COAB11	2227	Quarterly	Trend	COAB
COAB12	2227	Quarterly	Trend	COAB

COAB and CONB shall have the option to request sampling in addition to that set forth in Table A-1 above in order to support COAB's and/or CONB's evaluation of the effectiveness of their respective SWMPs, provided that COJ shall receive additional compensation for any such additional sampling in the amount of \$259 per sample (which includes sampling, collection, equipment costs, lab analysis, and reporting), and further provided that COJ shall not be obligated to perform more than 12 such additional samples for either COAB or CONB. Follow-up sampling for fecal indicator bacteria will be performed at no additional cost if required based upon initial results.

**Table A-2 – Parameters monitored at each station:**

**For all monitoring sites:**

- PH



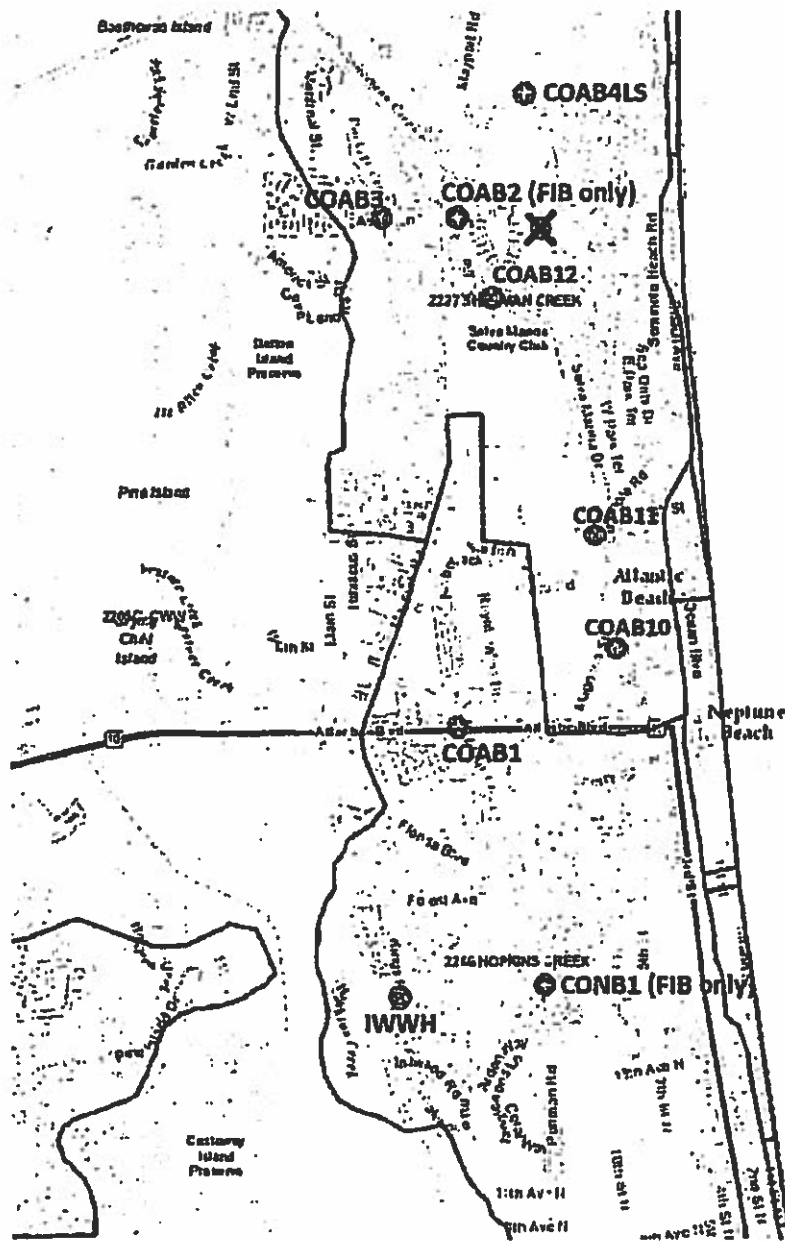
- **Water Temperature**
- **Specific Conductance/Salinity**
- **Dissolved Oxygen (DO)**
- **Total Nitrogen (TN)**
- **Total Phosphorous (TP)**
- **Total Suspended Solids (TSS)**
- **Turbidity**
- **Biological Oxygen Demand (BOD5)**
- **Chlorophyll a**
- **Meteorological data**

**For freshwater only:**

- **Escherichia coli (E. coli)**

**For marine water only:**

- **Enterococci**



**Figure 1: Depiction of defined sampling sites in Atlantic Beach and Neptune Beach.**

**Note:** Sites marked through with an "X" are no longer being sampled. COAB2 and CONB1 will continue to be sampled by COJ for fecal indicator bacteria only as required by BMAP II. COJ will provide the results for these two sites at no additional cost if desired by the co-permittees.

### Task 2 – Develop and Submit Summaries and Data

The COJ will develop, write and submit Annual Monitoring Trend Reports as described in Task 1 that are required by the NPDES Permit. These reports will include a summary of the Permit reporting year's monitoring activities with complete water quality data. COJ will annually compose and deliver to COAB and CONB a trend analysis summary for WBIDs specific to their respective jurisdictions. It is understood that, while COAB and CONB may utilize data, analysis, and other information provided by COJ in doing so, both COAB and CONB shall remain responsible for the preparation and submittal of their respective Annual Reports, as required under the Permit,

### Task 3 – Additional Operations

COJ will perform other tasks on behalf of COAB and CONB, including private lift station inspections and emergency spill response. Private lift station inspections will be completed at a rate of one and a half times per permit cycle. All private lift stations located in the co-permittees' jurisdictions will be inspected within the first two years of the permit cycle, with additional inspections staggered throughout the last three years. COJ will continue performing emergency spill response to the Beaches and will provide information on emergency response training to the co-permittees to include in their respective Annual Reports. COJ will also provide information concerning Countywide Public Education and Outreach to be included in each co-permittee's Annual Report. All co-permittees will collaborate as needed concerning corrective actions and fines.

### Cost Allocation

The COJ, COAB and CONB shall share the actual annual costs of the water quality monitoring program. COAB's share of the costs and expenses for the implementation of its portion of the Monitoring and Assessment Plan for the City and the co-permittees shall be a total amount not to exceed \$6,216.00. CONB's share of the costs and expenses for the implementation of its portion of the Monitoring and Assessment Plan for the City and the co-permittees shall be a total amount not to exceed \$1,036.00.

### Invoicing and Payment

COJ shall invoice COAB and CONB for their respective contribution, as stated above, to be paid in a lump sum after the end of each fiscal year. COJ shall submit invoices, bills, and/or other documentation satisfactory to COAB and CONB to identify such water quality monitoring and to allow COAB and CONB to release funds in payment thereof. Each co-permittee will make payment of its indicated share to COJ no later than the February following the end of the previous Permit year. COJ will provide COAB and CONB with annual data report and summary invoice including operating, labor and laboratory analyses costs.

ORDINANCE 2018-112-E

CERTIFICATE OF AUTHENTICATION

ENACTED BY THE COUNCIL

March 27, 2018

*Anna Lopez Brosche*

ANNA LOPEZ BROSCHÉ  
COUNCIL PRESIDENT

ATTEST:

APPROVED: APR 03 2018

*Cheryl J. Brown*

DR. CHERYL J. BROWN  
COUNCIL SECRETARY

*Lenny Curry*

LENNY CURRY, MAYOR

