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INTERLOCAL AGREEMENT BETWEEN SARASOTA COUNTY
AND THE CITY OF SARASOTA REGARDING TOTAL
CONSOLIDATION OF STORMWATER MANAGEMENT

KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

THIS INTERLOCAL AGREEMENT, by and between the City of Sarasota, Florida, a municipal corporation, hereinafter referred to as "CITY," and Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," dated this 28th day of July, 1998.

WITNESSETH

WHEREAS, CITY and COUNTY entered into an Interlocal Agreement dated September 25, 1990 by which CITY and COUNTY jointly managed stormwater within the municipal limits of CITY and within the unincorporated area of COUNTY through the Stormwater Environmental Utility; and

WHEREAS, CITY and COUNTY have determined that, in lieu of joint stormwater management, all stormwater management services should be consolidated under the control of COUNTY.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. The purpose of this Interlocal Agreement is to provide for the total consolidation between CITY and COUNTY of all stormwater management within the municipal limits of CITY and the unincorporated area of COUNTY. All stormwater management shall be under the total and complete control of COUNTY. All Stormwater Management shall be provided by COUNTY, essentially the same within the municipal limits of CITY as in the unincorporated area of COUNTY. *Stormwater Management*, for the purposes of this Agreement, shall include, but is not limited to each of the following:

(A) basin master planning, addressing the facilities, programs, and management necessary for comprehensive control, treatment, and use of stormwater in any specified drainage basin located wholly or partially within the municipal limits of CITY;

(B) all capital improvements which are non-routine activities necessary to improve the operation of the stormwater system as necessary for collection, conveyance, storage, and treatment of stormwater run-off in any specified drainage basin located wholly or partially

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within the municipal limits of CITY. In the event that construction of such capital improvements results in damage to a road surface, repair of such road surface to the conditions that existed prior to such damage shall be performed by COUNTY. The COUNTY'S capital improvement responsibilities shall include, but are not limited to:

(1) easement acquisition and/or research;

(2) design, construction administration, and other necessary services for Stormwater Management projects, including such projects that may be funded, either wholly or partially, by the Florida Department of Transportation.

(C) all maintenance services regarding operating and maintaining the capital improvements for Stormwater Management, including extraordinary maintenance and routine preventative scheduled activities that are conducted to minimize the impact of rainfall and provide a drainage system which allows continuous and unimpeded conveyance of all stormwater runoff within the unincorporated area of COUNTY or the municipal limits of CITY. In the event that repair and maintenance service results in damage to a road surface, repair of such road surface to the conditions that existed prior to such damage shall be performed by COUNTY. In the event any such maintenance services require underground work to be conducted within public rights-of-way located in the municipal limits of CITY, COUNTY shall, at no cost, obtain a right-of-way use permit from CITY in advance of conducting such maintenance services;

(D) all repair services which are non-routine immediate activities necessary to sustain the operation of the stormwater system, as necessary for collection, conveyance, storage, and treatment of all stormwater run-off within the unincorporated area of COUNTY or the municipal limits of CITY. Repair services shall include all emergency infrastructure replacement. In the event that such repair services results in damage to the road surface,

repair of such road surface to the conditions that existed prior to such damage shall be performed by COUNTY. In the event any such non-emergency repair services require underground work to be conducted within public rights-of-way located in the municipal limits of CITY, COUNTY shall obtain a right-of-way use permit, at no cost, from CITY in advance of conducting such maintenance services;

(E) all utility-wide operations regarding the unincorporated area of COUNTY or the municipal limits of CITY which shall include:

- (1) general management and administration;
- (2) general system engineering;
- (3) plan review and inspections through project completion shall be accomplished by having a CITY employee or agent perform these functions and be reimbursed by COUNTY;
- (4) basin planning;
- (5) capital improvement plan development; and
- (6) legal and other consultant services.

(F) all customer and operations services which may be necessary in order to implement any of the Stormwater Management services to be conducted by COUNTY pursuant to this Interlocal Agreement. Customer and operations services shall include the timely handling and responding to all citizen inquiries, public questions, comments, and concerns.

2. N.P.D.E.S. Permit Compliance.

(A) COUNTY, as the Stormwater Management entity for CITY, shall assume all responsibilities as indicated by the National Pollutant Discharge Elimination System (hereinafter N.P.D.E.S.) Permit Stormwater Management Plan (S.W.M.P.) within the scope

of Stormwater Management. The scope of N.P.D.E.S. responsibilities as provided by the Stormwater Environmental Utility shall be essentially the same within the municipal limits of CITY as in the unincorporated area of COUNTY.

(B) Monitoring, being a component of Stormwater Management, shall be accomplished by the COUNTY for the CITY per the requirements of the Stormwater Management Plan (S.W.M.P.) within the N.P.D.E.S. permit requirements.

(C) As the Stormwater Management entity for CITY, COUNTY shall provide the pertinent maintenance, inspection, and monitoring information to CITY on a timely basis, as set forth in the N.P.D.E.S. permit annual report.

(D) COUNTY, as the entity controlling the stormwater system, shall be responsible for generation of the annual report.

(E) CITY shall provide all information pertinent to N.P.D.E.S. permit compliance on a timely basis as needed for the N.P.D.E.S. permit annual report.

(F) In consideration for CITY entering into this Interlocal Agreement, thereby permitting COUNTY total control over the consolidated Stormwater Environmental Utility, COUNTY agrees to be responsible to the United States Environmental Protection Agency for all Stormwater Management matters arising out of the N.P.D.E.S. permit. To the extent permitted by law, COUNTY will hold CITY harmless from any Stormwater Management responsibilities to the United States Environmental Protection Agency arising out of any N.P.D.E.S. permit. This indemnification, however, shall not apply to any responsibilities to the United States Environmental Protection Agency which arise out of responsibilities or actions of the CITY. This section will not be deemed to waive any protection of sovereign immunity or §768.28, Florida Statutes, or any other protection from liability afforded by law to COUNTY.

3. In consideration for CITY entering into this Interlocal Agreement, thereby permitting COUNTY total control over the consolidated Stormwater Environmental Utility, COUNTY covenants to construct the Bahia Vista/Lockwood Ridge Road levee project and include within said project the acquisition, clearing and grading of land, known as Two Lakes Park, for flood plain compensation. The Bahia Vista/Lockwood Ridge Road levee project shall be funded through future assessments for debt services on all real property located within the Phillippi Creek basin. The Bahia Vista/Lockwood Ridge Road levee construction shall be substantially completed by September 30, 2000. COUNTY covenants to construct park amenities at an estimated cost of \$300,000 within Two Lakes Park. COUNTY'S construction of Two Lakes Park shall be substantially completed on or before September 30, 2002. Two Lakes Park shall be constructed without regard to its availability as flood plain compensation and shall be equally funded by CITY and COUNTY parks and recreation fees. CITY covenants to assist COUNTY, as necessary pursuant to the CITY'S park impact fee ordinance, with the development of findings to support the use of park and recreation impact fees collected within CITY for Two Lakes Park.

4. CITY shall be responsible for reviewing, in compliance with CITY'S development review time schedule, all new development projects within the municipal limits of CITY to assure compliance with any and all applicable CITY stormwater control or management regulations. CITY shall be responsible for review and inspection of, and acceptance of, stormwater facilities built in conjunction with any development within the municipal limits of CITY. CITY shall provide necessary personnel to attend, and actively participate in, CITY'S Development Review Committee meetings. CITY shall be reimbursed by COUNTY for the costs incurred providing the services set forth in this section 4, as well as the services set forth in section 1(E)(3), above. This reimbursement shall be made within the first quarter of the fiscal year upon receipt of a CITY invoice in the first month of the fiscal year. The cost of these services shall be the salary and benefits of the one (1) full-time position within the CITY'S Engineering Department responsible for

providing these services. The cost for the fiscal year 1998-1999 shall be \$47,500.00. Reasonable annual adjustments shall be made for the cost in future years and will be determined by CITY on or before March 1 of each year. CITY shall notify COUNTY in writing on or before March 1 of each year of the cost figure for the upcoming fiscal year. If requested by COUNTY, with a 30-day advance notice, CITY shall provide to COUNTY a report listing building permits and certificates of occupancy issued in CITY for the specified period. These reports shall be in either hard copy or electronic media format, and shall contain at least the following information:

- (A) parcel ID
- (B) parcel address
- (C) owner's name and address
- (D) total impervious area
- (E) total parcel area
- (F) number of dwelling units for residential facilities
- (G) tax code
- (H) State code
- (I) permit number and date permit approved.

5. The City Commission of CITY may provide COUNTY advisory comments regarding any Stormwater Environmental Utility projects or services which need to be provided in any specified drainage basin located wholly or partially within the municipal limits of CITY. COUNTY shall in June of each year, present to the City Commission of CITY the current status of the Stormwater Management program. COUNTY shall formally present the CITY'S comments to the Board of County Commissioners for serious consideration prior to the adoption of the annual Stormwater Environmental Utility budget.

6. The City Commission of CITY shall appoint two residents of CITY as members of the COUNTY'S Stormwater Environmental Advisory Committee. COUNTY shall support regular

meetings of the Advisory Committee and encourage the Committee's role in fulfilling its responsibilities as defined in Sarasota County Ordinance No. 94-066, as amended.

7. CITY hereby grants to COUNTY permission to enter upon and use, for the purposes expressed in this Agreement, those rights-of-way and easements upon which stormwater facilities within the municipal limits of CITY are located. This grant of authority, however, is subject to the COUNTY'S obligation to obtain a right-of-way use permit when required pursuant to Section 1(C) or 1(D) of this Agreement.

8. CITY and COUNTY hereby amend section 10 of the September 25, 1990 Interlocal Agreement on Consolidation of Stormwater Management within the City of Sarasota to add the following sentence at the end of the existing section 10.A.: "The parties may, at any time, terminate this Agreement by mutual consent."

9. This Interlocal Agreement shall be effective upon approval by the Board of County Commissioners of COUNTY and the City Commission of CITY, the full execution of the Interlocal Agreement by each party and upon filing of this Agreement with the Sarasota County Clerk of the Circuit Court, in compliance with Section 163.01(11), Florida Statutes (1997). This Agreement shall also be filed with the City Auditor and Clerk of the City of Sarasota. In consideration for the mutual covenants and conditions in this Agreement, CITY and COUNTY hereby terminate the previous Interlocal Agreement dated September 25, 1990. Such termination shall become effective simultaneous with this Agreement becoming effective. This Agreement shall remain in effect so long as stormwater assessments are pledged as a security for the indebtedness of Sarasota County. Either party may terminate this Agreement upon thirty days' written notice to the other party if COUNTY has no outstanding debt for which stormwater assessments have been pledged. This termination provision cannot be exercised by either party before September 30, 1999.

10. Upon the effective date of this Interlocal Agreement, CITY hereby approves COUNTY Ordinance No. 94-066, as amended and as may be amended, and makes a finding that said Ordinance

and Resolutions adopted pursuant to it are not in conflict with any CITY ordinances, resolutions or regulations. CITY specifically authorizes COUNTY to apply said Ordinance, as amended and as may be amended, and any Resolutions adopted pursuant to said Ordinance within the municipal limits of CITY and specifically authorizes COUNTY to assess any real property located within the municipal limits of CITY in accordance with said Ordinance.

11. Notwithstanding anything herein to the contrary, the COUNTY shall have the absolute right to levy Stormwater Improvement Assessments on properties located within the CITY in accordance with the COUNTY'S stormwater assessment methodology. Such right shall not be abridged or contested in any manner as a result of any dispute arising between the parties hereto; provided, however, that the COUNTY acknowledges that the CITY shall be permitted to provide input regarding the advisability of any capital improvement or maintenance project, the cost of such project, and the number of and amount of assessments necessary to fund such project. The parties acknowledge that payment of obligations issued by the COUNTY which are secured by Stormwater Improvement Assessments shall be the paramount purpose of this Interlocal Agreement. This agreement shall supersede any other agreements between the CITY and the COUNTY and any ordinances and resolutions that have been or may be adopted by CITY relating to the calculation, levy and collection of Stormwater Improvement Assessments to the extent that the terms and provisions of any other such agreements, ordinances and resolutions conflict with the terms and provisions of this agreement. The CITY and the COUNTY agree that the holders of any obligations issued by the COUNTY to fund the stormwater improvements which are secured in whole or in part from moneys derived from Stormwater Improvement Assessments shall be beneficiaries hereof and as such holders may enforce the provisions hereof.

12. It is hereby agreed that no modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in the written amendment to this

Attest:

Karen E. Rushing
Clerk of the Circuit Court
and Ex-Officio Clerk of the
Board of County Commissioners
of Sarasota County, Florida

By: Sue Garland
Deputy Clerk

Approved as to form and correctness:

Richard J. Taylor
Richard J. Taylor, City Attorney

Approved as to form and correctness:

Jorge L. Fernandez
Jorge L. Fernandez, County Attorney

cityatty/mac/wm/agmts/storm.wtr/7/13/98

Agreement and duly executed with the same formality and of equal dignity herewith by CITY and COUNTY.

13. The parties agree that by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Sec. 768.28, Florida Statutes. COUNTY shall hold CITY harmless, and indemnify CITY from COUNTY'S negligent acts or omissions to include the acts or omissions of COUNTY'S employees or agents, with respect to COUNTY'S performance under this Interlocal Agreement. CITY shall hold COUNTY harmless, and indemnify COUNTY from CITY'S negligent acts or omissions, to include the acts or omissions of CITY'S employees or agents, with respect to CITY'S performance under this Interlocal Agreement.

14. CITY represents to COUNTY that the execution and delivery of this Agreement has been duly authorized by appropriate action of the Governing Body of CITY, has been executed and delivered by an authorized official of CITY, and constitutes a legal, valid and binding obligation of CITY. COUNTY represents to CITY that the execution of this Agreement has been duly authorized by all appropriate actions of the Governing Body of COUNTY, has been duly executed and delivered by an authorized official of COUNTY, and constitutes a legal, valid and binding obligation of COUNTY.

IN WITNESS WHEREOF, CITY and COUNTY have hereto set their hands and seals on the date and year indicated.

CITY OF SARASOTA

By: Jerome Dupree
Jerome Dupree, Mayor

SARASOTA COUNTY, FLORIDA

By: David R. Mills
David Mills, Chairman
Board of County Commissioners

ATTEST:

Billy E. Robinson
City Auditor and Clerk