

INTERLOCAL AGREEMENT

CONSOLIDATION OF STORMWATER MANAGEMENT WITHIN

THE CITY OF SARASOTA

THIS INTERLOCAL AGREEMENT, by and between the City of Sarasota, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY", and the COUNTY OF SARASOTA, hereinafter referred to as "COUNTY", is entered into this 25th day of September, 1990.

W I T N E S S E T H :

WHEREAS, the STATE LEGISLATURE by SECTION 403.0893 F. S. authorizes stormwater utilities for construction, operation, and maintenance of stormwater systems; and

WHEREAS, the CITY and COUNTY desire to protect and promote the public health, safety and general welfare through the management of stormwater runoff; and

WHEREAS, the CITY and COUNTY desire to maintain and assist in the improvement of water quality and to preserve and enhance the environmental quality of streams and receiving waters; and

WHEREAS, pursuant to the Federal Clean Water Act, certain political entities are required to implement stormwater management programs within prescribed time frames; and

WHEREAS, pursuant to the Clean Water Act requirements, the United States Environmental Protection Agency has published or will publish rules for stormwater outfall permits; and

WHEREAS, it is necessary and essential that governmental entities address various environmental issues, including the quality of stormwater and receiving waters, which will involve associated infrastructure requirements and control measures; and

WHEREAS, the COUNTY has stated its desire to integrate stormwater into an overall potable water supply and environmental conservation program, through major retention and other strategies; and

WHEREAS, it is recognized that effective management and conservation of stormwater, as a valuable resource, requires CITY and COUNTY (regional) cooperation; and

WHEREAS, the COUNTY has prepared a County-wide Stormwater Master Plan published in March 1987 and the CITY has prepared a City-wide Master Drainage Plan published in September 1987; and

WHEREAS, both the CITY and COUNTY master plans indicate that improvements to CITY and COUNTY stormwater systems are necessary; and

WHEREAS, drainage basins overlap political boundaries, and intergovernmental cooperation is required to effectively manage stormwater runoff; and

WHEREAS, the Board of County Commissioners, on February 21, 1989, and the City Commission, on March 6, 1989, approved the concept of CITY/COUNTY cooperation and consolidation of stormwater management; and

WHEREAS, the Board of County Commissioners did, by adoption of Sarasota County Ordinance No. 89-117, create a stormwater environmental utility, hereinafter referred to as the "UTILITY", within the unincorporated area of the COUNTY, and which UTILITY may, upon mutual consent, operate within a municipality; and

WHEREAS, it is the mutual desire of the COUNTY and the CITY to establish relationships and responsibilities for planning, control, operation, maintenance and improvements to identified stormwater systems within the limits of the CITY in order to more efficiently and economically manage and coordinate the planning, operation, maintenance, and improvements to such systems.

NOW, THEREFORE, the parties agree to the following:

1. PURPOSE. The purpose of this Agreement is to set forth the relationships of the parties with respect to the following:

A. General Responsibilities of the CITY and the Sarasota County Stormwater Environmental Utility.

B. Control, operation, maintenance, and repair of identified stormwater systems within the limits of the CITY.

C. Planning, including scheduling and conducting basin master planning studies and development of capital improvement programs.

D. Capital improvements, including prioritization, scheduling, and implementation of capital improvement projects.

E. Regulation of development according to, and other enforcement of, floodplain and stormwater management ordinances and regulations.

F. Accounting, including allocation of various expenses and the balancing of in-City revenue accordingly.

## 2. DEFINITIONS.

A. Basin master plan. A plan adopted subsequent to enactment of Sarasota County Ordinance No. 89-117, addressing the facilities, programs, and management necessary for comprehensive control, treatment, and use of stormwater in a specified drainage basin.

B. Drainage basin. A part of the surface of the earth that is occupied by a drainage system, which consists of a surface stream or a body of impounded surface water together with all tributary surface streams and bodies of impounded surface water.

C. In-City revenue. The revenue obtained by the UTILITY from parcels within the CITY limits through utility user charges; developer "in lieu fees" as currently defined by COUNTY or other contributions; and other sources.

D. Major stormwater system. A stormwater system identified on the maps listed in Attachment A, including public retention and detention facilities.

E. Stormwater system. The appurtenances and facilities necessary for collection, conveyance, storage, and treatment of stormwater runoff. This definition includes roadside ditches and

scales, inlets, storm sewers, major drainageways, retention and detention facilities, and stormwater treatment facilities.

3. GENERAL RESPONSIBILITIES.

A. The CITY and COUNTY shall manage stormwater runoff as a resource, based upon criteria including water conservation, water quality, and flood control, in developing solutions to stormwater problems.

B. The CITY and the COUNTY shall share information in matters of flood control, flood plain management, surface water quality, public works construction and other activities relating to the identified stormwater systems, and the general environment of area receiving waters.

C. The CITY and COUNTY shall designate those representatives who will implement the tasks and responsibilities set forth herein.

D. The COUNTY has established by ordinance and shall maintain in effect a Stormwater Environmental Utility. The purpose of the UTILITY includes stormwater program funding, administration, planning, maintenance/operations and project implementation. The COUNTY is responsible for administration, staffing and management of the UTILITY and for collection of fees and other revenue.

E. A stormwater Environmental Utility Advisory Committee, hereinafter referred to as the "Advisory Committee", has been established by County ordinance to advise the governing body of the COUNTY. Advisory Committee duties, powers, and membership are as set forth in the establishing ordinance. The establishing ordinance shall provide that at least one member will be a CITY resident who shall be selected by the Sarasota City Commission. A resident of CITY shall be appointed at the first available opportunity, not to be any later than 1992.

F. The CITY shall provide to the COUNTY a monthly report listing building permits and certificates of occupancy issued in the CITY for the prior month. These reports shall be in either hard-copy or electronic media format, and shall contain at least the following information:

- (1) Parcel ID
- (2) Parcel address
- (3) Owner name and address
- (4) Total impervious area
- (5) Total parcel area
- (6) Number of dwelling units for residential facilities
- (7) Tax Code
- (8) State Code
- (9) Permit number and date permit approved.

4. RATES.

The UTILITY rate structure and applicable unit fees shall be the same within the CITY as those established throughout the unincorporated COUNTY.

5. OPERATION AND MAINTENANCE.

A. The COUNTY shall assume and be responsible for the control, operation, maintenance, and repair of identified stormwater systems within the CITY which are within public rights-of-way or easements, or which have otherwise been accepted by the CITY for maintenance, prior to execution of this Agreement. Such facilities are identified on the maintenance responsibility maps listed in Attachment B. Curb and gutter maintenance on streets under CITY jurisdiction, including cleaning, structural repair, and street sweeping, will be performed by the CITY. CITY shall be responsible for updating the maps listed in Attachment B. The COUNTY shall provide to the CITY information on COUNTY modifications or additions to stormwater systems for map updating. The COUNTY will be responsible for operation and maintenance of those major stormwater facilities located within the CITY which are identified on the COUNTY stormwater maintenance maps listed in Attachment A. The maps listed in Attachments A and B are incorporated herein by reference. The COUNTY shall accept for maintenance any public stormwater systems constructed within the



CITY, subsequent to the execution of this Agreement, which meet COUNTY standards.

B. The COUNTY shall be responsible for cleaning and clearing of the channel or drainageway through or under bridge structures, box culverts and pipe culverts within the CITY which carry a public roadway across any COUNTY maintained drainageway identified in the maps listed in Attachments A and B.

C. The CITY shall be responsible for maintenance of bridge, box culvert, and pipe culvert structures within the CITY upon which are located public roadways, as well as the associated public roadways. CITY maintenance responsibilities include, but are not limited to: structural components, pavement, striping, signing, lighting, and utilities that are part of or affixed to the said structures. Public roadways under the jurisdictional responsibilities of the STATE or COUNTY shall be maintained by those agencies as appropriate.

D. COUNTY maintenance of stormwater facilities within the CITY will initially be conducted on a service request basis. A single point of contact will be established and designated by the COUNTY to receive, assign and track requests for in-City services.

Where inlet or line stoppages have caused structural flooding or road impassability, or when such conditions are

imminent, the County shall immediately respond to the extent practicable, to abate the problem. In the event COUNTY does not respond immediately, CITY will, after notifying COUNTY, so respond and will charge COUNTY the actual reasonable cost to respond. COUNTY agrees to pay such charges within thirty (30) days of receipt of invoice.

E. The COUNTY shall remove illegally dumped trash from and shall be responsible for the mowing of rights-of-way or easements within which are located channels or drainageways identified in Attachments A and B, to the extent that such removal, mowing, and associated clearing of brush is necessary to maintain stormwater conveyance, or preclude occurrence of an unsightly public nuisance or health hazard. (Said mowing shall be done not less than once per month, May through November inclusive, and as necessary the remainder of the year;) provided, however, that the parties recognize that mobilization will be reasonably required by COUNTY to achieve the specified mowing frequency, and modification of that frequency may subsequently be determined necessary, or otherwise desirable, and may be effected upon mutual consent of the parties. Said mowing and removal shall be exclusive of roadside shoulders and other areas not part of a drainageway system, which areas shall be mowed and otherwise maintained by the CITY, as can be done by using standard mowing equipment.

F. In consideration of the COUNTY's promises and obligations hereunder, the CITY shall transfer to the COUNTY, at no cost, certain equipment and on-hand accessories necessary to perform operations and maintenance services, including the following:

- (1) High pressure sewer cleaning hydro machine ID#12468;
- (2) Self-loading bucket machines (1 set) ID #12461 and 12462.

6. PLANNING.

A. The CITY and COUNTY shall coordinate planning activities for stormwater management on a regional basis and shall involve other area jurisdictions and agencies, including Manatee County, the Sarasota Bay National Estuary Program, and the Southwest Florida Water Management District.

B. The COUNTY shall be responsible for developing and managing a drainage basin master planning program.

C. The County will adopt the level of service as described in the O & M Strategy Section 8.4.3 City Wide Master Drainage Plan, September 1987, prepared by Post, Buckley, Schuh & Jernigan, Inc. and corresponding Level of Service "C" (Street and Yard Flooding Only) as designated in the Sarasota City Plan, Utilities Element, adopted by City Ordinance No. 89-3304, as the

criterion for all project planning and implementation, and system maintenance within the CITY. Two copies of the City Wide Master Drainage Plan shall be identified as the "official copies". One such copy shall be maintained on file with the COUNTY and one copy shall be maintained on file with the CITY. The provisions of Section 8.4.3 and the Utilities Element, Sarasota City Plan, Level of Service "C" (Street and Yard Flooding Only) shall be deemed incorporated herein by reference. Notwithstanding the adoption of said Level of Service "C", the parties hereby recognize that Level of Service "C" may not always be achievable, economically, physically or otherwise. In such cases, the parties may, by mutual consent, adopt a different level of service.

D. The CITY shall provide to the COUNTY annually, during the month of February, or at other times as mutually agreed upon, any CITY requests for basin master planning projects. The CITY shall indicate a general description, justification, priority, and completion schedule for each such request.

E. The Advisory Committee shall review all requests for projects, including those outside the CITY limits, and provide to the COUNTY during the month of March a recommended County-wide priority list.

F. The COUNTY shall develop a rolling five (5) year master planning program which shall be annually updated following

receipt of the Advisory Committee recommendation. The COUNTY shall provide to the CITY a written response to any planning project request of the CITY. Said response shall specifically state the reasons why each project, or a part thereof, will or will not be funded by the UTILITY, and further provide a list and general status of all master planning projects within the COUNTY.

7. CAPITAL IMPROVEMENTS.

A. The COUNTY shall be responsible for the control, design, construction, operation, and maintenance of stormwater capital improvement projects within the CITY. Capital projects within the CITY such as roadway improvement or bridge construction whose primary purpose is not for stormwater management shall be the responsibility of the CITY. When the CITY constructs major stormwater facilities in conjunction with CITY projects, the CITY shall be reimbursed for construction of such facilities by the UTILITY. Reimbursement shall be made only upon concurrence of COUNTY with respect to project scope and estimated cost. The CITY shall provide reasonable documentation to support all such reimbursements for projects initiated after the effective date of this Agreement. Reimbursement shall be made in the fiscal year improvements are completed, if included within the approved UTILITY budget for that year, or otherwise, in the next fiscal year.

B. The CITY shall provide to the COUNTY annually during the month of February, or at other times as mutually agreed upon, a list of stormwater capital improvement projects it desires to be implemented. The CITY shall provide a general description of, the justification for, and the priority of each project submitted.

C. The Advisory Committee shall review all requests for projects, including those outside the CITY limits, and provide to the COUNTY during the month of March a recommended County-wide priority list.

D. The COUNTY shall develop a rolling five (5) year capital improvement plan which shall be annually updated following receipt of the Advisory Committee recommendation. The COUNTY shall provide to the CITY a written response to any such capital project request of the CITY. Said response shall specifically state the reasons why each project, or a part thereof, will or will not be funded by the UTILITY and further provide a list and general status of all stormwater capital improvement projects within the COUNTY.

E. The COUNTY, when considering the five year plan for capital improvement projects, shall include projects within the CITY to ensure that residents of the CITY receive that proportionate benefit due according to the provisions of Section 9 herein.

F. No in-City revenue shall be pledged to retire debt of the COUNTY or the UTILITY without the express prior written consent of the Sarasota City Commission.

8. REGULATION.

A. The CITY and COUNTY, to the extent practical, shall cooperate to achieve uniform floodplain and stormwater management ordinances and regulations; to minimize increases in downstream flood peaks, flood volumes, and environmental impacts; and to implement water conservation and water quality programs.

B. The CITY and COUNTY shall, to the extent practical, cooperate to enact and enforce stormwater management regulations as adopted by the COUNTY. Prior to adopting stormwater management ordinances or regulations, the COUNTY shall notify the CITY of the new or revised provisions. Thereafter, the CITY may communicate objections to the COUNTY and may request changes in the proposed ordinances or regulations. However, no COUNTY stormwater management ordinance or regulation shall be effective, within the CITY, unless the Sarasota City Commission specifically implements the ordinance or resolution by the adoption of an ordinance or resolution of the CITY.

C. CITY shall provide to the COUNTY the following for review and comment:

- (1) All proposals for land use changes or development involving sites of five (5) acres or greater; and
- (2) All site improvement plans for the future construction of multiple-family developments, including two or more duplexes, apartments, cluster housing and similar multiple-family types of use; commercial buildings, office buildings, industrial developments and parking lots providing they discharge stormwater directly into a major drainageway.

The COUNTY shall return to the CITY the reviewed material with comments within ten (10) working days after receipt.

D. The parties agree that should there be a conflict between a COUNTY ordinance, regulation, policy, plan or ruling and a CITY ordinance, regulation, policy, plan or ruling, then and in that event, the CITY ordinance, regulation, policy, or plan or ruling will control within the CITY, and the CITY will provide notice of such to the COUNTY. However, the parties shall actively work toward resolving any such conflict.

E. The COUNTY shall obtain permits as required to accomplish its responsibilities within the CITY.

F. CITY hereby grants to the COUNTY permission to enter upon and use those public properties, rights-of-way, and easements



upon which stormwater facilities described by this Agreement are located, for the purposes expressed herein.

9. ACCOUNTING.

A. The COUNTY shall keep, through the UTILITY, records of revenue and expenses for each political jurisdiction and shall prepare quarterly reports for review by the Advisory Committee and the CITY. The reports shall indicate the status of various accounts for the previous year and year to date, and shall provide projections for the remaining fiscal year and those subsequent, as applicable.

B. Annual administration, operation and maintenance, and planning expenses allocable to the CITY will be calculated from the overall annual UTILITY administration, operation, maintenance, and planning expense times the ratio of in-City revenue to total revenue of the UTILITY.

C. Capital improvement project expenses allocated to the CITY for each such project will be calculated by multiplying the total project cost times the ratio of drainage basin area within the CITY limits to the total drainage basin area. Said drainage basin shall be that within which the project is located.

D. The total expenses allocated to the CITY, as determined in paragraphs B and C above, shall not be less than the in-City revenue over any ten (10) year period. At the end of the first ten (10) year period, this provision may be modified by mutual consent of the parties. Insofar as practicable, such expenditures shall be made in an annually uniform manner. Improvement projects located on lands subsequently annexed into the CITY shall not be counted toward satisfying the preceding expenditure criteria.

E. Should the COUNTY receive third-party funding for projects or services, said third-party funding shall be used to supplement revenues collected within the CITY so that the CITY receives its proportionate share of such funding.

F. Annually, the COUNTY shall retain an independent, outside auditor to perform a financial audit of the UTILITY, to determine compliance with the requirements of this paragraph 9, and provide a copy of the audit report to the CITY.

10. MISCELLANEOUS.

A. This Agreement shall become effective on the date a fully executed copy is filed with the Office of the Sarasota County Clerk of the Circuit Court and shall remain in force unless otherwise terminated upon one (1) year's advance written notice

from either party to the other. The parties may, at any time, modify this Agreement by mutual consent.

B. Nothing in this Agreement shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.

C. All parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed under this Agreement. Should either party fail to obtain continued funding during the term of this Agreement by virtue of a failure of that party's governing body to appropriate or approve funds, then in that event this Agreement shall be deemed to terminate by operation of law. In such event, termination shall be effective on the last day of the fiscal year in which funds have been appropriated or approved.

D. To the extent permitted by law, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, officers, employees, if applicable, individually and collectively from all losses, claims, suits, demands, expenses, subrogations, or actions of any kind resulting from all personal injury including bodily injury and death, and property damage occasioned during the term of this agreement for its own acts or omissions arising out of, because of or due to the execution or performance of the terms of this

Interlocal Agreement. However, the parties do not, and shall not be deemed to have given, hereby, any indemnification for damages arising out of injury or damage to persons or property caused by or resulting from the negligence of the other party hereto or any of its officers, agents or employees, if applicable. The execution of this Interlocal Agreement shall be deemed an agreement between the parties that this indemnification shall not waive the benefits or provisions of Sec. 768.28 Florida Statutes or other law pertaining to governmental liability, including sovereign immunity of a municipality, if any.

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

CITY COMMISSION OF THE  
CITY OF SARASOTA

By:   
Kerry Kirschner, Mayor

ATTEST:

September 18, 1990  
Date signed by the CITY

Billy E. Robinson  
Billy E. Robinson  
City Auditor and Clerk

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS:

By:   
Richard J. Taylor, City Attorney

BOARD OF COUNTY COMMISSIONERS

By: *Jim Greenwald*  
Jim Greenwald, Chairman

September 25, 1990  
Date signed by the COUNTY

ATTEST:

KAREN E. RUSHING, Clerk of the  
Circuit Court, Ex-Officio Clerk of  
the Board of County Commissioners  
Sarasota County, Florida

By: *Francis Daines*  
Deputy Clerk

APPROVED AS TO FORM AND CONTENT:

*Edward C. Alban*  
ATTORNEY / LEGAL DEPT.

**ATTACHMENT A**  
**COUNTY STORMWATER FACILITY MAPS**

**STORMWATER FACILITY MAPS**

<b><u>Sheet No.</u></b>	<b><u>TOWNSHIP</u></b>	<b><u>RANGE</u></b>
1	36S (north half)	17E
2	36S (south half)	17E
3	36S (north half)	18E
4	36S (south half)	18E
5	36S (north half)	19E
6	36S (south half)	19E
7	36S (north half)	20E
8	36S (south half)	20E
9	37S (north half)	17E
10	37S (north half)	18E
11	37S (south half)	18E
12	37S (north half)	19E
13	37S (south half)	19E
14	37S (north half)	20E
15	37S (south half)	20E
16	38S (north half)	18E
17	38S (south half)	18E
18	38S (north half)	19E
19	38S (south half)	19E
20	38S (north half)	20E
21	38S (south half)	20E
22	38S (north half)	21E
23	38S (south half)	21E
24	38S (north half)	22E

**ATTACHMENT B**  
**CITY OF SARASOTA DRAINAGE ATLAS**

**Index Maps**

**Drainage Detail Maps**

**No. 1-62, 62A, 63, 63A, 64, 64A, 65-67, 67A, 68-78, 78A, and  
79.**

**B 1**

CONTRACT NO. 98-359  
 BCC APPROVED 7/28/98

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

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 28<sup>th</sup> 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



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

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

ATTEST:

Billy E. Robinson  
City Auditor and Clerk

SARASOTA COUNTY, FLORIDA

By:

David Mills  
David Mills, Chairman  
Board of County Commissioners



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:

George L. Fernandez  
George L. Fernandez, County Attorney

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

CONTRACT NO. 2000-310  
BCC APPROVED 7-25-00

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

THIS AMENDMENT TO THE 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 25 day of July, 2000.

**WITNESSETH**

WHEREAS, CITY and COUNTY entered into an Interlocal Agreement on July 28, 1998 by which the CITY and COUNTY agreed to consolidate all stormwater management services within the municipal limits of CITY and the unincorporated area of COUNTY under the control of COUNTY; and

WHEREAS, in that Interlocal Agreement, CITY and COUNTY also agreed that COUNTY would construct a stormwater project designated as the Bahia Vista/Lockwood Ridge Floodplain Reclamation project and would substantially complete said project by September 30, 2000; and

WHEREAS, CITY and COUNTY also agreed that COUNTY would construct Two Lakes Park with such park to be substantially completed on or before September 30, 2002; and

WHEREAS, COUNTY has experienced delays in construction and completion of the Bahia Vista/Lockwood Ridge Floodplain Reclamation project and the Two Lakes Park project due to reasonable efforts to acquire private property necessary for the projects through negotiation with the property owners; and

WHEREAS, COUNTY has completed preliminary design and engineering for the Bahia Vista/Lockwood Ridge Floodplain Restoration project and Two Lakes Park; and

WHEREAS, COUNTY has obtained ownership of all necessary property for the Bahia Vista/Lockwood Ridge Floodplain Reclamation project, is nearing completion of acquiring the Two Lakes Park property, and anticipates initiation of construction of said projects on or around March, 2001 with substantial completion of said projects on or before September 30, 2002, and September 30, 2003, respectively; and

Page 1 of 3

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

WHEREAS, COUNTY has obtained long-term financing for the Bahia Vista/Lockwood Ridge Floodplain Reclamation project, as well as other projects within the Phillippi Creek Basin, through the issuance of the Stormwater Utility Revenue Bonds, Series 1999; and

WHEREAS, CITY and COUNTY agree to modify the Interlocal Agreement by amending Section 3 to allow additional time for completion of said projects and to clarify certain terms.

NOW, THEREFORE, the parties agree to the following:

1. Section 3 of the Interlocal Agreement between Sarasota County and the City of Sarasota Regarding Total Consolidation of Stormwater Management is hereby amended as follows, with new language indicated by underlining and deleted language indicated by ~~strikeout~~:

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 Floodplain Reclamation ~~Read-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 Floodplain Reclamation ~~Read-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 Floodplain Reclamation project ~~Read-levee~~ construction shall be substantially completed by September 30, 2002 ~~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, 2003 ~~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 impact fees. CITY covenants to assist COUNTY, as necessary pursuant to ~~CITY's~~ COUNTY's park impact fee ordinance, with the development of data and findings to support the use of park and recreation impact fees collected within CITY and/or within the County for Two Lakes Park.

2. The parties agree that all other terms of the Interlocal Agreement remain in full force and effect.

3. This Amendment shall be effective upon approval by the Board of County Commissioners of COUNTY and the City Commission of CITY, the full execution of this Amendment by each party, and filing of this Amendment with the Sarasota County Clerk of the Circuit Court. This Amendment shall also be filed with the City Auditor and Clerk of the City of Sarasota.

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

CITY OF SARASOTA, FLORIDA

By: Gene M. Pilot  
Gene M. Pilot, Mayor

Date: September 15, 2000

ATTEST:

Billy E. Robinson  
Billy E. Robinson  
City Auditor and Clerk

Approved as to form and correctness:

Richard J. Taylor  
Richard J. Taylor, City Attorney

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

By: Raymond Pilon  
Raymond Pilon, Chair

Date: 7-25-00

ATTEST:

KAREN E. RUSHING, Clerk of the  
Circuit Court, Ex-Officio Clerk of  
The Board of County Commissioners  
Sarasota County, Florida

By: Dina Hargis  
Deputy Clerk

Approved as to form and correctness:

Jorge L. Fernández  
Jorge L. Fernández, County Attorney



CONTRACT NO. 2003-071  
 BCC APPROVED 12/3/02

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
 SARASOTA COUNTY AND THE CITY OF SARASOTA REGARDING  
 TOTAL CONSOLIDATION OF STORMWATER MANAGEMENT**

THIS SECOND AMENDMENT TO THE 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 3rd day of December, 2002.

WITNESSETH

WHEREAS, CITY and COUNTY entered into an Interlocal Agreement (the "Agreement") on July 28, 1998 by which the CITY and COUNTY agreed to consolidate all stormwater management services within the municipal limits of CITY and the unincorporated area of COUNTY under the control of COUNTY; and

WHEREAS, in that Interlocal Agreement, CITY and COUNTY also agreed that COUNTY would construct a stormwater project designated as the Bahia Vista/Lockwood Ridge Floodplain Reclamation project (the "Reclamation Project"), with a substantial completion date of September 30, 2000; and

WHEREAS, due to construction and property acquisition delays, the Agreement was amended on July 25, 2002 to extend the substantial completion date for the Reclamation Project to September 30, 2002; and

WHEREAS, due to unanticipated permitting delays and utility conflicts, which have now been resolved, it is necessary to further extend the substantial completion date for the Reclamation Project to March 30, 2003; and

WHEREAS, CITY and COUNTY agree to modify the Interlocal Agreement by amending Section 3 to allow additional time for completion of the Reclamation Project.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. Section 3 of the Interlocal Agreement between Sarasota County and the City of Sarasota Regarding Total Consolidation of Stormwater Management is hereby amended as follows, with new language indicated by underlining and deleted language indicated by ~~strikeout~~:

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 Floodplain Reclamation 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 Floodplain Reclamation 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 Floodplain Reclamation construction shall be substantially completed by March 30, 2003 ~~September 30, 2002~~. 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, 2003. 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 impact fees. CITY covenants to assist COUNTY, as necessary pursuant to COUNTY's park impact fee ordinance, with the development of data and findings to support the use of park and recreation impact fees collected within CITY and/or within the County for Two Lakes Park.

2. The parties agree that all other terms of the Interlocal Agreement, as previously amended, not modified by this Second Amendment, shall remain in full force and effect.

3. This Second Amendment shall be effective upon approval by the Board of County Commissioners of COUNTY and the City Commission of CITY, the full execution of this Second Amendment by each party, and filing of this Second Amendment with the Sarasota County Clerk of the Circuit Court. The Second Amendment shall also be filed with the City Auditor and Clerk of the City of Sarasota.

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

CITY OF SARASOTA, FLORIDA

By: Carolyn J. Mason  
Carolyn J. Mason, Mayor

Date: October 28, 2002

ATTEST:

Billy E. Robinson  
Billy E. Robinson  
City Auditor and Clerk

Approved as to form and correctness:

Richard J. Taylor  
Richard J. Taylor, City Attorney

BOARD OF COUNTY COMMISSIONERS  
SARASOTA COUNTY, FLORIDA

By: Nora Patterson  
Nora Patterson, Chair

Date: 12/6/2002

ATTEST:

KAREN E. RUSHING, Clerk of the  
Circuit Court, Ex-Officio Clerk of  
The Board of County Commissioners  
Sarasota County, Florida

By: Paula J. Clements  
Deputy Clerk

Approved as to form and correctness:

Jorge I. Fernández  
Jorge I. Fernández, County Attorney

CONTRACT NO. 2004-190BCC APPROVED 2/10/04

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
SARASOTA COUNTY AND THE CITY OF SARASOTA REGARDING  
TOTAL CONSOLIDATION OF STORMWATER MANAGEMENT**

*THIRD* *me* *AB*

THIS ~~SECOND~~ AMENDMENT TO THE 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 10th day of February, 2004.

**WITNESSETH**

WHEREAS, CITY and COUNTY entered into an Interlocal Agreement (the "Agreement") on July 28, 1998 by which the CITY and COUNTY agreed to consolidate all stormwater management services within the municipal limits of CITY and the unincorporated area of COUNTY under the control of COUNTY; and

WHEREAS, in that Interlocal Agreement, CITY and COUNTY also agreed that COUNTY would construct Two Lakes Park with such park to be substantially completed on or before September 30, 2002; and

WHEREAS, due to construction and property acquisition delays with the Bahia Vista/Lockwood Ridge Floodplain Reclamation Project, the Agreement was amended on July 25, 2000 to extend the substantial completion date for the Two Lakes Park project to September 30, 2003; and

WHEREAS, due to unexpected weather conditions creating additional delays during final completion of the Bahia Vista/Lockwood Ridge Floodplain Reclamation Project, it is necessary to further extend the substantial completion date for the Two Lakes Park project to September 30, 2004; and

WHEREAS, CITY and COUNTY agree to modify the Interlocal Agreement by amending Section 3 to allow additional time for completion of the Two Lakes Park project.

**NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:**

1. Section 3 of the Interlocal Agreement between Sarasota County and the City of Sarasota Regarding Total Consolidation of Stormwater Management is hereby amended as follows, with new language indicated by underlining and deleted language indicated by ~~strikeout~~:

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 Floodplain Reclamation 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 Floodplain



Reclamation 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 Floodplain Reclamation construction shall be substantially completed by March 30, 2003. 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, 2004 ~~September 30, 2003~~. 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 impact fees. CITY covenants to assist COUNTY, as necessary pursuant to COUNTY's park impact fee ordinance, with the development of data and findings to support the use of park and recreation impact fees collected within CITY and/or within the County for Two Lakes Park.

2. The parties agree that all other terms of the Interlocal Agreement, as previously amended, not modified by this Third Amendment, shall remain in full force and effect.

3. This Third Amendment shall be effective upon approval by the Board of County Commissioners of COUNTY and the City Commission of CITY, the full execution of this Third Amendment by each party, and filing of this Third Amendment with the Sarasota County Clerk of the Circuit Court. The Third Amendment shall also be filed with the City Auditor and Clerk of the City of Sarasota.

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