

**INTERLOCAL AGREEMENT FOR ALLOCATION AND IMPLEMENTATION
OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM
REQUIREMENTS**

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this 10th day of October, 2017 by and between Alachua County ("County"), a charter county and a political subdivision of the State of Florida and the City of Gainesville, Florida ("City"), a municipal corporation existing under the laws of the State of Florida. Collectively, the County and City are hereinafter referred to as the "Parties."

- Recitals -

WHEREAS, prior to 2001, the County, the City and the Florida Department of Transportation ("FDOT") each operated their own small municipal separate storm sewer systems ("MS4") in the Gainesville Urbanized Area; and

WHEREAS, 40 C.F.R. 122.32 required all operators of MS4s to apply for an National Pollutant Discharge Elimination System ("NPDES") permit by March 10, 2003; and

WHEREAS, the NPDES program requires MS4 operators to develop, implement and enforce a Stormwater Management Program ("SWMP") through the implementation of six minimum control measures; and

WHEREAS, 40 C.F.R. 122.33 and 122.35 allows the County, City and FDOT to share their respective responsibilities for meeting the minimum control measures of their small MS4 NPDES programs; and

WHEREAS, on September 30, 2001, the City, County, and the FDOT entered into the *Agreement Providing for the Joint Implementation of the National Pollutant Discharge Elimination System Program* (the "*Tri-Party Agreement*") through which the parties agreed cooperate, share responsibility, and to designate the City to be the lead agency to assign, quantify, allocate, procure and administer the contracts and work necessary to implement the minimum control measures required by the small MS4 NPDES program for their respective adjoining MS4s in the Gainesville Urbanized Area; and

WHEREAS, the minimum control measures initially addressed in the *Tri-Party Agreement* were: Enhanced Mapping, Illicit Discharge, Public Outreach, and Operations BMP; and

WHEREAS, the *Tri-Party Agreement* also provide for cost allocation for these activities between and among the parties; and

WHEREAS, the *Tri-Party Agreement* was amended by the following: the *Supplement to Agreement Providing Joint Implementation of the National Pollutant Discharge Elimination System Program* dated October 5, 2001, which identified the method of payment by which FDOT would fulfil its payment obligations under the *Tri-Party Agreement*; the *Second Supplement to Agreement Providing Joint Implementation of the National Pollutant Discharge Elimination System Program* dated November 22, 2004, which described the parties funding and service obligations to develop a basin management action plan to achieve applicable total maximum daily loads ("TMDLs") in the basin; and the *Third Supplement to Agreement Providing Joint Implementation of the National Pollutant Discharge Elimination System Program* dated February 12, 2007, which further amended the parties funding and service obligations with respect to their collaborative NPDES and TMDL programs; and

WHEREAS, in compliance with the CWA and the NPDES, the County applied for and obtained a NPDES Phase II MS4 Permit, which is designated FDEP Permit No. FLR04E0005 ("MS4 Permit"); and

WHEREAS, the City and the Florida Department of Transportation ("FDOT") also applied for and obtained NPDES Phase II MS4 permits, through which they implement their respective stormwater management programs; and

WHEREAS, on August 27, 2002, the County adopted the Water Quality Code, which became effective on January 1, 2003 and provided the regulatory framework for the illicit discharge detection and elimination program required by the minimum control measures of the parties NPDES Phase II MS4 Permits; and

WHEREAS, on June 24, 2003, the City and County entered into the *Agreement for Establishment of an Illicit Discharge Detection and Elimination Program* ("2003 Illicit Discharge Agreement"), through which the City subcontracted the County to implement the illicit discharge and elimination program that was delegated to the City in the *Tri-Party Agreement*; and

WHEREAS, on September 14, 2004, the City and County entered into the First Amendment to the *2003 Illicit Discharge Agreement*, which provided time frames for funding reconciliation among the Parties and allowed the County's funding commitment to be used to implement the Total Maximum Daily Load Basin Management Action Plans; and

WHEREAS, the *2003 Illicit Discharge Agreement* was renewed on October 9, 2007 (the "2007 Illicit Discharge Agreement"); and

WHEREAS, the parties to the *Tri-Party Agreement* mutually agreed that, upon expiration of the *Tri-Party Agreement*, they would not extend or renew it, but rather FDOT and

the County would enter into separate Interlocal Agreements with the City to cooperate and allocate responsibility for the joint implementation and management of their respective adjoining storm water management programs in the Gainesville Urbanized Area; and

WHEREAS, both the *Tri-Party Agreement* and the *2007 Illicit Discharge Agreement* expired on September 30, 2012, and were replaced by new agreements; and

WHEREAS, the City entered into a separate agreement with FDOT (the “*2012 FDOT Contract*”), through which the City agreed to implement certain of the FDOT’s NPDES Phase II MS4 permit requirements, including, but not limited to Illicit Discharge Detection and Elimination program and Public Education, Outreach and Participation; and

WHEREAS, the *Tri-Party Agreement* was replaced by the *Interlocal Agreement for Allocation and Implementation of National Pollutant Discharge Elimination System Program Requirements and for Basin Management Action Plan Projects* dated September 25, 2012, by and between the City and the County (“*2012 City-County NPDES Agreement*”), which will expire on September 30, 2017; and

WHEREAS, pursuant to the *2012 City-County NPDES Agreement*, the City agreed to coordinate and/or implement the following minimum control measures and other requirements of the County’s MS4 Permit: Public Education, Outreach and Participation, Illicit Discharge Detection and Elimination, Enhanced Mapping, Municipal Operation Pollution Prevention and Good Housekeeping Programs, and Stream Gage Maintenance; and

WHEREAS, the *2007 Illicit Discharge Agreement* was replaced by the *Agreement for Establishment of an Illicit Discharge Detection and Elimination Program and Stormwater Public Outreach Program* dated September 25, 2012 (“*2012 Illicit Discharge Agreement*”), which will expire on September 30, 2017; and

WHEREAS, pursuant to the *2012 Illicit Discharge Agreement*, the City subcontracted the County to continue implementing the following programs that were delegated to the City in the *2012 City-County NPDES Agreement* and the *2012 FDOT Contract*: Illicit Discharge Detection and Elimination Program implementation; Stream and Rain Gage Network services; and Environmental Services for the Public Outreach Program; and

WHEREAS, on June 1, 2017, the City and FDOT renewed the 2012 FDOT Contract by entering into Contract Number A5653 (hereinafter, the “*2017 FDOT Contract*”); and

WHEREAS, the *2012 City-County NPDES Agreement* and the *2012 Illicit Discharge Agreement* are scheduled to expire on September 30, 2017, and the County and City desire to renew each agreement; and

WHEREAS, the *2012 Illicit Discharge Agreement* will be renewed pursuant to a separate agreement between the Parties that shall be approved and executed contemporaneously with this Agreement; and

WHEREAS, the County represents that it has full power and authority to enter into this agreement in accordance with its terms; and

WHEREAS, the County's MS4 permit requires the County to perform Public Education, Outreach and Participation, Illicit Discharge Detection and Elimination, Enhanced Mapping, and Municipal Operation Pollution Prevention and Good Housekeeping Programs; and

WHEREAS, The City agrees to partner with the County in providing services for Public Education, Outreach and Participation, Illicit Discharge Detection and Elimination, Enhanced Mapping, and Municipal Operation Pollution Prevention and Good Housekeeping Programs; and

WHEREAS, The Orange Creek Basin includes verified impaired waterbodies per the 303 (d) list of Impaired Surface Waters in the Clean Water Act (Section 303 (d)); and

WHEREAS, The Florida Department of Environmental Protection (FDEP) has enacted a Total Maximum Daily Load for Impaired Waters within the Orange Creek Basin ("TMDLs"); and

WHEREAS, The Orange Creek Basin Management Action Plan ("OCBMAP") incorporated by reference requires a management plan for meeting the TMDLs; and

WHEREAS, As MS4 permittees, the County and City are stakeholders in the OCBMAP; and

WHEREAS, The City has proposed projects for the OCBMAP; and

WHEREAS, The County is still required to meet its requirements for compliance with its MS4 Permit; and

WHEREAS, Sections 376.021, 376.30, and 403.021, Fla. Stat. (2012) provide that the preservation of surface and groundwaters is a matter of the highest urgency and priority, as these waters provide the primary source for potable water in the state; and

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals, the mutual covenants and conditions contained in this Agreement, and other good and valuable consider, the receipt and sufficiency of which is hereby stipulated to by the Parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The recitals set forth above and attached Exhibits are incorporated in and made part of this Agreement.

2. EFFECTIVE DATE

Approval by the Parties of the *Agreement for Establishment of an Illicit Discharge Detection and Elimination Program and Stormwater Public Outreach Program* for FYs 2018 through 2022, shall be a condition precedent to the enforceability of this Agreement. Provided that the forgoing condition precedent is satisfied, the effective date ("Effective Date") of this Agreement shall be October 1, 2017.

3. TERM

Except as specified in Section 2, above, this Agreement shall begin on Effective Date and shall remain in full force and effect through September 30, 2022 unless earlier terminated as provided herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

4. SERVICES

A. The City shall perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, manuals, procedures, processes, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the FDOT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

B. The City shall be responsible for coordinating and performing services as detailed in Attachment "A" under this Agreement. The program budget is attached as Attachment "B".

5. TOTAL MAXIMUM DAILY LOAD

Nothing in this Agreement shall establish any current or future apportionment or percentage of any impairment or pollutant allocation for any TMDL OCBMAP reduction requirements in any water body identification (WBID) within or flowing into or from the Orange Creek basin, the City of Gainesville, or Alachua County.

6. COMPENSATION AND PAYMENT

The County shall pay the City the following for coordinating and/or implementing programs required by the County's MS4 Permit and that address the Florida Department of Environmental Protection's and US Environmental Protection Agency's MS4 Public Education, Outreach and Participation and Illicit Discharge Detection and Elimination requirements and Good Housekeeping and for local Stream Gage Maintenance related to maintaining these requirements as described in Attachment "A".

As set forth in Table 1 of Attachment B, the total estimated cost of the County's, City's and FDOT's collaborative programs over the next five (5) year period is TWO MILLION NINE HUNDRED FORTY THOUSAND ONE HUNDRED SEVENTY FOUR DOLLARS (\$2,940,174). The County shall pay the City for the City's actual costs in providing the services in Attachment A, but not to exceed SEVEN HUNDRED NINETY SIX THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$796,480) during the five (5) year Term of this Agreement, as more particularly described in Table 4 of Attachment B. Reimbursements requests shall be made to the County no later than 45 days after the end of each fiscal quarter documenting the actual cost incurred in providing the services required hereunder. The City shall provide a statement and backup documentation to support the invoice as shall be reasonably required by the County. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act").

7. LIABILITY

Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents.

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time.

It is understood that each party is responsible for meeting its own individual permit conditions. This Agreement is to provide services that the County has agreed will help meet its Permit requirements.

8. NOTICE

All 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:

CITY: Anthony Lyons, City Manager
200 E. University Ave.
Gainesville, FL 32601
Phone: 352-334-5010
Fax: 352-334-3119

COUNTY: Michele L. Lieberman, Interim County Manager
12 SE 1st Street
Gainesville, FL 32601
Phone: 352-374-5204
Fax: 352-338-7363

A copy of any notice, request or approval to the County must also be sent to:

J. K. "Jess" Irby
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting

and

Budget and Financial Services
12 SE 1ST Street
Gainesville, FL 32601
Attn: Contracts

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. INITIAL DETERMINATION OF DISPUTES

The City Manager shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement. In the event that the County disagrees with the initial decision of the City Manager, which the County may do in its sole discretion, the County will so notify the City. In such an event, the initial decision of the City Manager shall be null and void and no presumption in favor of such initial decision shall be afforded to it in any subsequent action or proceeding.

11. VENUE AND JURISDICTION

Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the Parties by the City Manager shall lie exclusively in a state court of appropriate jurisdiction in Alachua County, Florida.

12. JURY TRIAL

The Parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing from the same.

13. ASSIGNMENT

The Parties shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other party. Nothing herein shall prevent the City from delegating its duties hereunder, but such delegation shall not release the City from its obligation to perform the Agreement.

14. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for in the Agreement.

15. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

16. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the Parties and no representations or promises have been made except those that are specifically set out in *2017 FDOT Contract* and in the *Agreement For Establishment Of An Illicit Discharge Detection And Elimination Program And Stormwater Public Outreach Program* dated September 26, 2017, by and between the City and the County.

All prior and contemporaneous interlocal agreements, joint participation agreements, conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby. If there is any conflict between this Agreement and any prior interlocal agreement, joint participation agreement, or supplemental agreement this Agreement shall supersede.

17. EXECUTION OF DOCUMENTS

The Parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

18. SUFFICIENCY OF CONSIDERATION

By their signature below, the Parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

19. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

20. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

21. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the Parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

22. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the

period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

23. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

24. PUBLIC RECORDS

The Parties understand and agree that all documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

25. EFFECT OF AGREEMENT

The Parties shall offer this Agreement as evidence in any and all proceedings concerning any subject matter of this Agreement, and, if acceptable to the Court, will cause a copy of the Agreement to be incorporated by reference in the judgment rendered. Notwithstanding incorporation in the judgment, this Agreement shall not be merged in it, but shall survive the judgment and be binding on the parties for all time.

26. ANNUAL APPROPRIATION; TERMINATION

A. The County shall authorize services based upon priority and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

B. The City agrees that in the event the funds are not appropriated to the County then this Agreement may be terminated. County shall notify the City in writing within thirty days of the date County is notified by the Commission the funds shall not be appropriated. Upon notification by County that funds are not appropriated and this Agreement is terminated the City shall no longer be obligated to provide services not yet rendered. Nothing in this termination clause shall exempt the City from continuing to provide services already paid for by the County.

C. The failure of either party to comply with any provision of this Agreement will place the party in default. Prior to terminating this Agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the provision which gave rise to the default. The non-defaulting party will give the defaulting party 21 days to cure the default.

D. Either party may terminate this Agreement upon delivery of 30 days written notice in the event that the Parties' *Agreement for Establishment of an Illicit Discharge Detection and Elimination Program and Stormwater Public Outreach Program* for FYs 2018 through 2022 is terminated.

E. In addition to the termination provisions provided in Sections 26.B., 26.C. and 26.D, above, either party may terminate this Agreement without cause upon delivery of 200 days notice prior to the beginning of the next fiscal year, if either party determines, in its sole discretion, that it is in its interest to do so. Upon termination, the City will cease all work and return to the County any unexpended funds provide by the County.

27. RECORDKEEPING

Throughout the term of this Agreement and for a minimum of five (5) years or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater (the "retention period") the City shall maintain all such records and documents including but not limited to records of costs incurred by the City, general accounting and all other supporting documents. Copies of these documents shall be furnished to County upon request. The City shall provide the County any and all reports, technical documents, and compliance documents related to this Agreement Upon expiration of the retention period and written request by the City, the County Manager shall approve in writing the destruction of documents.

28. RECORDING OF AGREEMENT

The County, upon execution of this Agreement by all Parties, shall record this Interlocal Agreement in the public records of Alachua County, Florida.

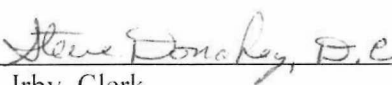
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IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Agreement,

Alachua County Board of County Commissioners

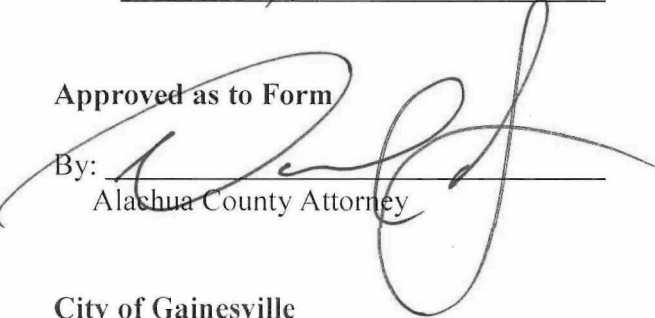
Attest:

By: 
Ken Cornell, Chair

By: 
J. K. Irby, Clerk
(seal)

Date: 10/10/17

Approved as to Form

By: 
Alachua County Attorney

City of Gainesville

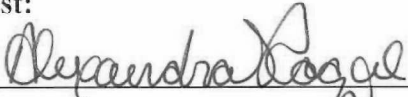
By: 

Printed Name: Anthony Lyons

Title: City Manager

Date: 10-17-17

Attest:

By: 

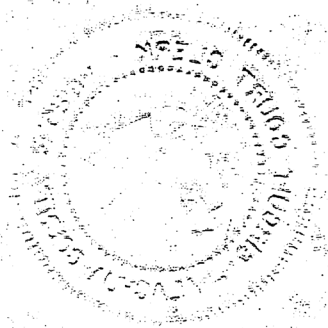
Printed Name: Alexandra Roque

Title: Executive Assistant to the City Manager

Date: 10/17/2017

Approved as to Form and Legality:


City Attorney



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ATTACHMENT A

A. Gainesville Clean Water Partnership Public Outreach Program – The goals of the *Public Education, Outreach and Participation Program* include increasing awareness of local water resources and stormwater collection system, reducing stormwater pollutants by changing behaviors that contribute to poor water quality’ and conducting outreach efforts designed to reach polluters through a variety of outlets to ensure exposure and increase behavior change. The program is an integrated outreach program, where each outreach activity supports the others building a comprehensive program to address target audiences. This program brings together various organizations which share some of the same goals. This program is fulfilled through programs and projects carried out through contracts and departmental efforts in order to meet the following goals:

1. Public Involvement and Evaluation

a. Best Management Practices

Goal- Increase knowledge on how to reduce stormwater pollution from individual behaviors and from businesses

Audience – General and various target audiences (lawn care professionals, pet owners, pool owners, construction workers, etc.)

Action- Continue to disseminate BMP information throughout the community and to create new materials as needed

Evaluation- Number of materials distributed and awareness and actions as measured through surveys

b. Online Outreach

Goal- Increase knowledge of why and how to protect our water resources and maintain an up to date location for accurate information about water resources

Audience – General and various target audiences

Action- Keep www.AlachuaCountyWater.org and www.MyYardOurWater.org and www.GainesvilleCreeks.org current and up to date and maintain social media presence

Evaluation- Number of hits per page/video, # of friends/subscribers, reach from paid social media advertising campaigns.

c. Public Events

Goal- Increase knowledge of why and how to protect our water resources and receive feedback about local water concerns

Audience- General and various target audiences

Action- Continue to participate in events and develop interactive displays

Evaluation- Number of events and event participants where applicable

d. Clean Creeks Hotline

Goal- Reduce illicit discharges, increase awareness regarding stormwater pollution and the stormwater collection system

Audience- Homeowners and business owners

Action- Maintain hotline, implement campaigns and respond to citizen complaints generated in partnership with the IDDEP program

Evaluation- Self reported behavior change through surveys, reach from media, actions from social media, complaints generated, illicit discharges eliminated

e. Volunteer Programs

Goal- Increase public participation, awareness, and outreach program metrics

Audience- General audience

Action- Implement and maintain volunteer programs

Evaluation- Participation rates (number of volunteers and hours served)

f. Florida Friendly Landscapes (FFL)

Goal- Increase public participation in creating and awareness of FFL

Audience- General audience

Action- Implement and maintain outreach and education programs

Evaluation- Classes held, participation rates (number of participants)

g. Current Problems

Goal- Removal of pollutants from local waterways, increase public participation in and awareness of waterway pollution

Audience- General audience

Action- Implement and maintain volunteer programs to clean and protect local waterways

Evaluation- Participation rates (number of volunteers, hours served) and pollutants collected (pounds of trash removed)

h. Rain Garden Demonstration Project

Goal- Increase adoption of rain gardens and stormwater best management practices

Audience- Homeowners

Action- Design, install, and maintain one rain garden

Evaluation- Participation rates and feedback from program participants.

i. Stormwater Awareness Survey

Goal- Evaluate outreach program's effectiveness and guide future efforts

Audience- General and various target

Action- Develop, implement, and analyze survey results to improve programs annually

Evaluation- Raw data collection and final report on survey results

2. Youth Programs

a. Stormwater Classroom Presentations

Goal- Increase knowledge of why and how to protect our water resources

Audience- Students and Educators

Action- Continue program development, marketing, and implementation

Evaluation- Number of presentations delivered and the number of participants

b. Science Night

Goal- Increase adult's and children's knowledge of why and how to protect our water resources

Audience- Elementary students, Educators, and General adult

Action- Conduct a Science Night at one school per calendar year

Evaluation- Number of attendees

c. Camp Programs

Goal- Increase knowledge of why and how to protect our water resources

Audience- Youth

Action- Continue to develop and implement camp programs in cooperation with other agencies when possible

Evaluation- Number of events and audience reached

d. Hands On Outreach –

Goal- To increase knowledge of non-point source pollution in order to promote behavioral changes that reduce pollution and to foster a water ethic through outdoor experiences

Audience- Students, Educators, and Adults

Action- Develop partnerships and implement outdoor programs

Evaluation- Number of events and participants

3. Homeowner Campaigns

a. Pet Waste Campaign

Goal- Reduce nutrients and fecal coliform in water bodies by decreasing the amount of pet waste left on the ground

Audience- Pet owners

Action- Re-run commercials periodically and keep veterinarian offices and adoption centers

stocked with campaign materials

***Evaluation-** Survey results, number of impressions from paid advertisements (commercials and social media marketing)*

b. Grass Clippings Campaign

***Goal-** Reduce nutrients in water bodies by decreasing the amount of nutrients leached from decaying clippings. Reduce stormwater collection system maintenance and clogging by reducing the volume of clippings and leaves.*

***Audience-** Homeowners, Landscape professionals, and Municipal employees*

***Action-** Re-run commercials periodically and continue to distribute materials at the Green Industries BMP trainings conducted by IFAS Extension and to municipal employees*

***Evaluation-** Survey results and participants at municipal and lawn care presentations, Number of impressions from paid advertisements (commercials and social media marketing), estimated nutrient load reductions.*

c. Landscaping Behaviors Social Marketing Campaign

***Goal-** Reduce nutrients in water bodies by decreasing the amount of fertilizers applied. Reduce over- irrigation.*

***Audience-** Homeowners and Landscape professionals*

***Action-** Implement and evaluate campaign*

***Evaluation-** Self reported behavior change survey, number of participants, square footage of FFL installed, nutrient load reductions.*

d. Fertilizer Social Marketing Campaign

***Goal-** Reduce nutrients in water bodies by decreasing the amount of fertilizers applied and promoting correct timing of fertilizer applications.*

***Audience-** Homeowners, Landscape professionals*

***Action-** Design and Implement campaign*

***Evaluation-** Self reported behavior change survey, Number of impressions from paid advertisements (commercials and social media marketing), estimated nutrient load reduction.*

B. Gainesville Clean Water Partnership Illicit Discharges Detection and Elimination Program (including Enhanced Mapping) -- The goals of the ***Illicit Discharge Detection and Elimination (IDDE) Program*** include detecting and eliminating sources of pollution to the municipal separate storm sewer system (MS4) as required by NPDES. This program is fulfilled through programs and projects carried out through contracts and departmental efforts in order to meet the following goals:

1. **BMP 3a: Develop a storm sewer system map, showing the location of all outfalls and the names and location of all waters of the United States that receive discharges from those outfalls.**
 - a. ***Measurable Goal:** Development and maintenance of Municipal Separate Storm Sewer System geodatabase and Gainesville Urban Area Hydrologic Feature geodatabases. Continue to map and update new and current developments.*
***Implementation Schedule:** Ongoing and to be continued for the duration of the program.*
 - b. ***Measurable Goal:** Development and maintenance of IDDEP database. Map illicit connections removed, map illicit discharges identified.*
***Implementation Schedule:** Ongoing and to be continued for the duration of the program.*
2. **BMP 3b: Prohibit, through an ordinance or other regulatory mechanism, non-storm water discharges into the storm sewer system and implement appropriate enforcement procedures and actions.**
***Measurable Goal:** Adoption of the Water Quality Code.*
***Implementation Schedule:** Completed. Update as necessary.*
3. **BMP 3c-1: Develop and implement a plan to detect and address non-storm water discharges, including illegal dumping, to the system. Facility Inspection Program**
***Measurable Goal:** There are approximately 1,100 regulated hazardous materials storage facilities in Alachua County. ACEPD will conduct expanded inspections on at least 20 % of the regulated Hazardous Materials Facilities each year of the program. Follow-up inspections will be conducted as needed. Report the number of hazardous materials storage facilities inspected. Report the number of follow-up inspections made. Report the number of illicit connections removed. Report the number of illegal discharges observed.*
***Implementation Schedule:** Ongoing and to be continued for the duration of the program.*
4. **BMP 3c-2: Develop and implement a plan to detect and address non-storm water discharges, including illegal dumping, to the system. Citizen Complaint Investigation Program**
***Measurable Goal:** Respond and document all complaints received involving potential violations of non-storm water discharge MS4 prohibitions. The complaint investigation program will include site inspections and if necessary collection of in-situ parameters and water quality sampling and testing. ACEPD estimates 500 NPDES related complaints per year. Follow-up inspections will be conducted as needed. Report the number of illicit connection or discharges complaints received. Report the number of investigations completed. Report the number of illicit connections removed.*
***Implementation Schedule:** Ongoing and to be continued for the duration of the program.*

5. **BMP 3c-3: Develop and implement a plan to detect and address non-storm water discharges, including illegal dumping, to the system.**

Measurable Goal: Using data and information gathered as part of BMP 3a-1, 3c-1 and 3c-2 conduct surveys, inspections and environmental sampling at high risk areas.

Monitoring will include, but is not limited to, outfall reconnaissance investigations (ORI), "Hot Spot" fecal coliform monitoring, sampling stormwater pond water, sediment and outfalls, regional stormwater quality monitoring, and commercial business stormwater outreach.

Implementation Schedule: Ongoing and to be continued for the duration of the program.

6. **BMP 3c-4: Expand the business outreach program to mobile businesses and conduct creek inspections to further address non-stormwater discharges, to the system.**

Measurable Goal: Keep records of field activities, inspections, enforcement actions, and compliance assistance activities, and fact sheets/BMPs distributed as part of the implementations of BMPs #3c-1 through c-4. Report number of number illicit discharges detected, inspections, enforcement actions, and fact sheets/BMPs distributed. The inspection information will be entered quarterly into appropriate databases currently in use by City of Gainesville and Alachua County related to the MS4.

Implementation Schedule: New for mobile businesses (FY18); both the outreach activities and creek inspections to be continued for the duration of the program.

7. **BMP 3d: Inform businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste.**

Measurable Goal: Keep records of BMP compliance assistance information, fact sheets distributed and public presentations as part of the implementations of BMP #3c-1 and #3c-2. Report number and type of compliance assistance and fact sheets distributed.

Implementation: Ongoing and to be continued for the duration of the program.

C. Gainesville Clean Water Partnership Good Housekeeping Program – The goals of the *Municipal Operation Pollution Prevention/Good Housekeeping Program* are to develop appropriate best management practices for existing municipal facilities and activities and to provide training resources that encourage prevention or reduction of pollutant runoff from municipal operations. This program covers the Good Housekeeping and Pollution Prevention minimum control measure and also includes overall administration of the Gainesville Clean Water Partnership.

1. Municipal Operation Pollution Prevention and Good Housekeeping Minimum Control Measure

a. City and County Best Management Practices for Good Housekeeping

Goal- To prevent or reduce pollutant runoff from MS4 operator activities

***Audience** – City and County employees, especially field personnel and facility managers*

***Action**- Assist in coordinating development, implementation, maintenance and reporting of BMPs related to MS4 operator activities*

***Evaluation**- BMP maintenance and reporting as outlined in City and County MS4 permits*

b. Support development and maintenance of asset management systems associated with the MS4.

***Goal:** Support development and maintenance of City Works programs at the City and County to support MS4 reporting items.*

***Audience** – City and County Public Works employees*

***Action**- Provide support where needed so that MS4 reporting items are properly and effectively tracked in respective asset management systems*

***Evaluation**- BMP tracking in asset management systems*

c. City and County Stormwater Pollution Prevention Plans

***Goal**- To prevent or reduce pollutant runoff from MS4 operator activities*

***Audience** – City and County employees, especially field personnel and facility managers*

***Action**- Assist coordinating development, implementation, maintenance and reporting Stormwater Pollution Prevention Plans for applicable City and County facilities*

***Evaluation**- Number of plans developed/implemented, SWPPP trainings conducted, number of employees trained*

d. Employee Training

***Goal**- Support and implement as necessary employee training to prevent and reduce stormwater pollution from MS4 operator activities*

***Audience** – City and County employees, especially field personnel*

***Action**- Provide training informational materials and/or training to City and County employees as needed regarding Good Housekeeping and Illicit Discharge Detection and Elimination practices*

***Evaluation**- Number of materials distributed, number of trainings provided and employees trained*

2. Gainesville Clean Water Partnership Administration

a. Permit Administration

***Goal**- Coordinate NPDES Phase II permit administration and correspondence with Florida Department of Environmental Protection (FDEP) and with US Environmental Protection Department (USEPA) in relation to both City and County permits.*

***Audience** – City government, County government, FDEP, USEPA*

***Action**- Correspond with permit administrators regarding NPDES Phase II permits and communicate with City and County permit holders as needed*

Evaluation- Permit correspondence in accordance with FDEP and USEPA deadlines and standards as needed

b. Partnership Administration

Goal- Coordinate Gainesville Clean Water Partnership including all stakeholders.

Audience – City and County Public Works Departments and designated “Partners”, County Environmental Protection Department, additional Partnership contractors and collaborators

Action- Hold quarterly meetings with Partners, create quarterly reports outlining Partnership activities, manage Partnership budgeting, track expenditures, establish and maintain associated contracts

Evaluation- Number of meetings held, reports completed

D. Gainesville Clean Water Partnership Stream and Rain Gage Program – This program is fulfilled through contracts in order to meet the following goals:

1. Gage Maintenance

a. Stream Gage Network Maintenance

Goal- To maintain a local stream gage station network and maintain data from associated stations

Audience –Engineering and water resources personnel, planners, modelers, consultants, researchers, general public, etc.)

Action- Continue to provide accurate and reliable data and follow trends in streamflow

Evaluation- Accuracy, reliability, timely submission, and public availability of the data

b. Rain Gage Network Maintenance

Goal- To maintain a local rain gage station network and maintain data from associated stations

Audience –Engineering and water resources personnel, planners, modelers, consultants, researchers, general public, etc.)

Action- Continue to provide accurate and reliable rainfall data

Evaluation- Accuracy, reliability, and public availability of the data

Attachment B - NPDES Program Budget 2018-2022**Table 1. Total Program Cost per Year**

| Program Area | FY2018 | FY2019 | FY2020 | FY2021 | FY2022 | Total |
|----------------------------------|----------------|----------------|----------------|----------------|----------------|------------------|
| Public Outreach | 117,000 | 121,000 | 127,405 | 132,925 | 138,672 | 637,002 |
| Illicit Discharge | 164,600 | 182,500 | 214,200 | 213,700 | 209,700 | 984,700 |
| Part A Total | 281,600 | 303,500 | 341,605 | 346,625 | 348,372 | 1,621,702 |
| Enhanced Mapping | 108,500 | 108,500 | 108,500 | 108,500 | 108,500 | 542,500 |
| Good Housekeeping | 108,701 | 109,433 | 110,179 | 110,941 | 111,718 | 550,972 |
| Stream and Rain Gage Maintenance | 45,000 | 45,000 | 45,000 | 45,000 | 45,000 | 225,000 |
| Part B Total | 262,201 | 262,933 | 263,679 | 264,441 | 265,218 | 1,318,472 |
| | | | | | | |
| Total | 543,801 | 566,433 | 605,284 | 611,066 | 613,590 | 2,940,174 |

Table 2. Budget Share Allocation

| | FDOT Contribution | City Contribution | County Contribution | Totals |
|----------------------------------|-------------------|-------------------|---------------------|-----------|
| Part A | | | | |
| Public Outreach | 210,144 | 280,325 | 146,534 | 637,003 |
| Illicit Discharge | 324,951 | 433,268 | 226,481 | 984,700 |
| Total Part A | 535,095 | 713,593 | 373,015 | 1,621,703 |
| | | | | |
| Part B | | | | |
| Enhanced Mapping | NA | 374,325 | 168,175 | 542,500 |
| Good Housekeeping | NA | 385,681 | 165,290 | 550,971 |
| Stream and Rain Gage Maintenance | NA | 135,000 | 90,000 | 225,000 |
| Total Part B | | 895,006 | 423,465 | 1,318,471 |
| | | | | |

| | | | | |
|---------------------------|----------------|------------------|----------------|------------------|
| Total Contribution | 535,095 | 1,608,599 | 796,480 | 2,940,174 |
|---------------------------|----------------|------------------|----------------|------------------|

Table 3. City and FDOT payment schedule*

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|-------------|-------------|-------------|-------------|-------------|-------------|
| FDOT | 535,095 | | | | |
| City | 1,608,599 | | | | |

* City and FDOT payment schedules are included only as a reference.

The City has a separate agreement with FDOT.

Table 4. County estimated payment schedule

| | FY2018 | FY2019 | FY2020 | FY2021 | FY2022 | Total |
|---------------|---------------|---------------|---------------|---------------|---------------|--------------|
| County | 149,017 | 154,274 | 163,262 | 164,646 | 165,281 | 796,480 |