

**INTERLOCAL AGREEMENT FOR ESTABLISHMENT OF AN ILLICIT DISCHARGE
DETECTION AND ELIMINATION PROGRAM AND STORMWATER PUBLIC
OUTREACH PROGRAM**

THIS INTERLOCAL AGREEMENT ("IDDEP ILA") is entered into this 10th day of ~~Feb~~ Feb 2017, by and between City of Gainesville, a local government, hereinafter called the "CITY" and Alachua County, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY". Collectively, the County and City are hereinafter referred to as the "Parties."

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 City-County NPDES 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 CITY and the COUNTY wish to continue implementation of the Illicit Discharge Detection and Elimination Program, Public Outreach Program, Good Housekeeping Program and Stream Gage Monitoring programs and identify the method of payment among the Parties for implementation of said programs; and

WHEREAS, this IDDEP ILA describes the Scope of Work for the continued management and/or implementation by the County of the following minimum control measures required by the County's, City's and FDOT's NPDES MS4 permits and other program requirements: Illicit Discharge Detection and Elimination Program; Public Outreach Program; and Stream Gage Monitoring, as more particularly described in this IDDEP LIA; and

WHEREAS, each party warrants that its signatory has the authority to bind each respective party to the terms of this IDDEP ILA; and

WHEREAS, the COUNTY and the CITY are authorized by 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County;

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 IDDEP ILA, 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. Scope of Services. The COUNTY, through its Environmental Protection Department ("ACEPD") agrees to provide services for the Illicit Discharge Detection and Elimination Program, Public Outreach Program, and Stream Gage Monitoring as described in the scope of work, Exhibit A, B, and C. The COUNTY agrees to provide the CITY quarterly reports as defined in the scope of work, Exhibit A, B, and C within 30 days of the end of each fiscal quarter.

2. Payment and Invoicing. The CITY shall pay the actual costs of the scope of work outlined in Exhibits A, B, and C but not to exceed the amounts in the NPDES Program Budget contained in Attachment "A," as more particularly described in the Program Budget Tables set forth in Exhibits A, B and C.. The COUNTY Environmental Protection Department shall invoice the CITY for services rendered no later than 30 days after the end of each fiscal quarter after the Effective Date of this IDDEP ILA. 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").

3. Amendments. This IDDEP ILA may be amended in writing by consent of the Parties hereto, which shall become effective in the same manner as provided in paragraph 4 below.

4. Effective Date. Approval by the Parties of the *Interlocal Agreement for Allocation and Implementation of National Pollutant Discharge Elimination System Program Requirements* 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 IDDEP ILA shall be October 1, 2017.

5. Term and Renewal. Except as specified in Section 4, above, this IDDEP ILA shall continue in force and effect until September 30, 2022, unless earlier terminated in accordance with paragraph 7, below.

6. Multi-year Funding Clause. The obligations of the CITY as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriation from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this agreement.

7. Default and Termination. The failure of either party to comply with any provision of this IDDEP ILA will place the party in default. The failure of the City to budget sufficient funds to pay the County shall constitute grounds to terminate this IDDEP ILA. Prior to terminating the IDDEP ILA, 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. Either party may terminate this IDDEP ILA without cause by first providing at least 30 days written notice to the other.

8. Liability. Each party assumes any and all risks of personal injury (including death) and property damages (including destruction) attributable to the negligent acts or omissions of its officers, employees, servants, and agents thereof in the performance of this IDDEP ILA. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the COUNTY or the modification of the provisions in Section 768.28, Florida Statutes. Any liability against the COUNTY or the CITY under this IDDEP ILA shall not exceed the \$200,000/\$300,000 limits of liability set forth in Section 768.28, Florida Statutes.

9. Recording of Agreement. The COUNTY, upon execution of this IDDEP ILA by all Parties, shall record this interlocal agreement in the public records of Alachua County, Florida.

10. Notice. Except as otherwise provided in this IDDEP ILA, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, CITY and COUNTY representatives are:

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
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And

Budget and Fiscal Services
12 SE 1st Street
Gainesville, FL 32601

13. Assignment of Interest. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

14. Independent Contractor. In the performance of this IDDEP ILA, the COUNTY is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the CITY. The COUNTY is solely responsible for the means, method, technique, sequence, and procedure utilized by the COUNTY in the full performance of the IDDEP ILA.

15. Third Party Beneficiaries. This IDDEP ILA does not create any relationship with, or any rights in favor of, any third party.

16. Severability. If any provision of this IDDEP ILA is declared void by a court of law, all other provisions will remain in full force and effect.

17. Non-Waiver. The failure of any party to exercise any right in this IDDEP ILA shall not be considered a waiver of such right.

18. Governing Law and Venue. This IDDEP ILA is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

19. Attachments. The recitals set forth above and all exhibits attached to this IDDEP ILA are incorporated into and made part of this IDDEP ILA by reference.

20. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this IDDEP ILA.

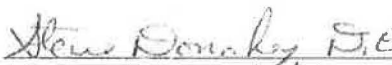
21. Construction. This IDDEP ILA shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both parties have substantially contributed to the preparation of this IDDEP ILA.

22. Entire Agreement. This IDDEP ILA constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations, with the exception of the *Interlocal Agreement for Allocation and Implementation of National Pollutant Discharge Elimination System Program Requirements* for FYs 2018 through 2022.

IN WITNESS WHEREOF, the Parties to this IDDEP ILA have caused their names to be affixed hereto by proper officers.

ATTEST:

ALACHUA COUNTY, FLORIDA


J.K. "Jess" Irby, Clerk of the Court
(SEAL)

By: 
Ken Cornell, Chair
Board of County Commissioners

APPROVED AS TO FORM



Alachua County Attorney's Office



WITNESS:

CITY OF GAINESVILLE



By: 
_____ Anthony Lyons, City Manager

APPROVED AS TO FORM AND LEGALITY


_____ City Attorney

EXHIBIT A

Gainesville Clean Water Partnership Illicit Discharges Detection and Elimination Program

General Program Design and Implementation

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.**

Description: The County, City and FDOT have developed a storm sewer base map for the area covered by the permit. ACEPD will develop and maintain a database to keep track of all events associated with the Illicit Discharge Detection and Elimination Program (IDDEP) including, but not limited to, facility inspections, complaint investigations and emergency response (spills) incidents. The database will keep track of information such as date, time, location, site description, analytical and in-situ data results, enforcement information and other applicable data. The database will be developed and maintained in a format compatible with the one selected by the Clean Water Partnership to report results as required in the FDEP NPDES Phase II Permit. Summary reports will be submitted to the City on a quarterly basis.

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.**

Description: The adopted Alachua County Water Quality Code (WQC) includes a prohibition on non-stormwater discharges into the storm sewer system. Violations of the WQC will be enforced using the civil citation provisions of Chapter 162, Part II, Florida Statutes and Chapter 24 of the Alachua County Code.

Measurable Goal: Adoption of the Water Quality Code.

Implementation Schedule: Completed

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***

Description: Expand the Hazardous Materials Management Code (HMMC) facility inspection program to include inspections for potential violations of non-storm water discharge MS4 prohibitions at regulated facilities. All violations identified during the expanded inspections will be enforced using the provisions of the Water Quality Code. The expanded inspection program will include visual inspection of storm drains and storm water management system in the vicinity of the facility, visual inspection of floor drains inside the facility, and if necessary collection of water quality in-situ parameters and laboratory testing.

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*

Description: Expand the ACEPD complaint investigation and response program to include investigation and response to violations of non-storm water discharge MS4 prohibitions. All violations identified during complaint investigations will be enforced using the provisions of the Water Quality Code and the Hazardous Materials Management Code.

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 60 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.

Description: Develop procedures for locating priority areas likely to have illicit discharges; procedures for tracing the source of an illicit discharge; procedures for removing the source of the discharge; and procedures for program evaluation and assessment.

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.

Regional stormwater quality monitoring will be used to evaluate the effectiveness of increased education/outreach efforts and expanded HMMC inspections in a selected area(s), such as the Northeast Industrial Park. The focus is evaluating improvements in stormwater quality of an area or sub-basin to determine the effectiveness of an educational program for area property owners/management. The results from this monitoring may help to prioritize areas for additional stormwater controls and help guide educational outreach to targeted land uses and/or facilities in other areas.

Commercial business stormwater outreach is a program ACEPD began implementing to survey and provide outreach materials (Best Management Practices or BMPs) to restaurant, apartment complex, and private lift station owners/management in 2015. This activity will continue and additional business types or specific activities may be targeted for inclusion in the program. The

goal of the program is to identify problem locations and to educate management, staff, and owners on illicit discharge prevention and good housekeeping practices.

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.

Description: Expand the commercial business outreach program with a focus on mobile businesses from a complaint based program to an actively implemented program. The expanded commercial business outreach program will focus on mobile business such as landscapers, carpet cleaners, food trucks, auto detailers and mechanics, pet groomers, and pressure washers. New strategies to reduce illicit discharge to the MS4 will be developed and existing BMPs or new business specific BMPs will be developed. An education first program will be implemented; inspections will be conducted and collection of water quality in-situ parameters and laboratory testing may be conducted if discharges are detected. All violations identified during the expanded inspections will be enforced using the provisions of the Water Quality Code.

Periodically walking the urban creeks is an important tool to reduce or eliminate new, intermittent, or chronic illicit discharges. The urban creeks (Blues, Little Hatchet, Lake Forest, Sweetwater Branch, Tumblin, Hogtown, and Possum creeks) will be periodically assessed by walking the main channels and selected major tributaries to evaluate flowing outfalls or outfalls with evidence of discharge. The nature of the discharge will be evaluated and steps will be taken to identify the responsible party and to remediate any illicit discharge. Follow-up inspections will be conducted and collection of water quality in-situ parameters and laboratory testing may be required. All violations identified during field activities will be enforced using the provisions of the Water Quality Code.

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.

Description: In addition to enforcing the prohibition on non-storm water discharges into the storm sewer system, ACEPD will provide regulated facilities and other responsible parties with appropriate compliance assistance information and available fact sheets developed by the Clean Water Partnership regarding the NPDES MS4 program as part of the field activities outlined in BMP#3c-1 and - #3c-2. **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 sheet distributed.

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

ILLCIT DISCHARGE DETECTION & ELIMINATION PROGRAM BUDGET

Project Name	FY2018	FY2019	FY2020	FY2021	FY2022
Facility Inspection Program	\$15,000	\$15,700	\$16,500	\$17,300	\$18,200
Citizen Complaint Investigation Program	\$15,000	\$15,700	\$16,500	\$17,300	\$18,200
Outfall Reconnaissance Investigations (ORI)	\$42,400	\$44,300	\$46,200	\$48,300	\$50,500
Urban Creek fecal coliform "Hot Spots" monitoring	\$9,900	\$12,500	\$12,900	\$13,200	\$13,700
Mobile Commercial Business Inspections and Outreach and Creek Inspections	\$52,400	\$55,000	\$57,700	\$60,600	\$63,600
Regional Stormwater Monitoring Program	\$7,500	\$15,700	\$39,700	\$31,000	\$18,200
Commercial Business Stormwater Outreach	\$22,400	\$23,600	\$24,700	\$26,000	\$27,300
Total	\$164,600	\$182,500	\$214,200	\$213,700	\$209,700

The estimated total cost for the five year contract period is **\$984,700**.

EXHIBIT B

Gainesville Clean Water Partnership Public Outreach Program

1. Public Involvement and Evaluation

A. Best Management Practices

A series of pamphlets outlining best management practices (BMPs) covering a wide range of stakeholders and behaviors for reducing stormwater pollutants has been developed.

Pamphlets are distributed at public events, at public locations such as the offices of ACEPD and the City of Gainesville, occasionally sent via direct mail to specific target audiences, and distributed at some topic specific locations (i.e.- pamphlets explaining pet waste BMPs are distributed at veterinarian offices and pet adoption centers). BMPs are also encouraged through promotional items (magnets, pencils, etc.), through social media (paid and non-paid), press releases, and through presentations. During this contract staff will add a fertilizer BMP, will update existing BMPs, and explore additional distribution points.

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

ACEPD maintains two robust websites for providing up to date and accurate information on stormwater pollution and water resources. www.AlachuaCountyWater.org engages the public and provides information on why and how to reduce stormwater pollution to protect our water resources and www.MyYardOurWater.org contains information that pertains to yards and landscapes, as these can be a significant source of stormwater pollution. Social media will also be used to engage audiences. To date, the County Facebook page has roughly 60,000 “likes” and has been a successful tool for promoting campaigns, recruiting survey participants, and advertising events.

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 websites current and up to date

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

C. Public Events

Informational booths are set up at public events stocked with pamphlets, written materials, and promotional items. The booths are often staffed with volunteers or staff for more in depth discussions about the targeted messages and normally include an interactive activity for children. Messages include stormwater, landscaping choices, and general water quality and/or quantity issues.

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

D. Clean Creeks Hotline

Based on survey data, most citizens do not know to report illegal discharges to the stormwater collection system to ACEPD. Staff will continue to promote the Clean Creeks Hotline (ACEPD's main phone number) through various outlets (social media, press releases, public events, etc.) to provide education on stormwater pollution and to decrease illicit discharges.

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

Audience- Homeowners and business owners

Action-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 Program

ACEPD proposes to create a small volunteer program to increase public participation and to assist staff with programming. The goal would be to have a handful of dedicated volunteers that are well trained and educated on stormwater issues and solutions.

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

Audience- General audience

Action-Design and implement a small volunteer program

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

F. Rain Garden Demonstration Project

While ACEPD proposes to discontinue adding additional rain gardens to schools due to logistical difficulties, staff proposes to create at least one demonstration rain garden at a publicly managed space during the contract and will continue to maintain the existing school gardens. The new rain garden will have an informative sign, be maintained by staff, and used

as a teaching tool. The creation of the rain garden will occur as a hands-on workshop for the public.

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.

G. Stormwater Awareness Survey

The GCWP has various methods for getting stormwater messages out to the public. It is often difficult to determine if these messages are effective in influencing public perceptions and behaviors. At least one survey will be conducted every year to help determine the effectiveness of programs and general citizen awareness of water concerns and to guide future efforts. Surveys may be conducted via phone, on-line, or in-person and the content may vary from year to year to address specific program goals.

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

ACEPD has developed multiple interactive presentations (Enviroscape, Water's Journey, Springs Protection, etc.) which use curriculum standards to address the importance of reducing stormwater pollution and protecting water resources to students of various ages. Curriculum will also be offered to the teachers through their professional development program to facilitate a deeper understanding of the importance of water resources by the teachers. ACEPD staff will visit classrooms to deliver the various programs. While past efforts have focused on elementary aged children, staff commits to expand programming to local middle schools.

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

Staff will partner with one elementary school per a year to conduct age appropriate classroom presentations for every child during the month leading up to Science Night. During Science

Night the parents and children are invited to the school to enjoy dinner and educational activities designed to teach about preventing stormwater pollution and protecting water resources.

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

Local camp programs (summer and school breaks) are often looking for environmental activities and speakers. Staff offers hands on learning activities to teach kids about stormwater pollution, water resources protection, and environmental stewardship.

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

Audience- Youth

Action- Continue to develop and implement camp programs

Evaluation- Number of events and audience reached

D. Hands On Outreach –

This project involves engaging students and adults in exploring solutions to non-point source pollution through field trips to local water resources. Staff will conduct at least one school field trip per year that creates a hands on experience for students, teachers, and volunteers. Additionally staff will conduct at least two interactive outdoor programs for a wider audience. Field trips could include locations such as Sweetwater Wetlands Park, the SEEP, Alachua Sink, local watershed tours, local springs, and more.

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

The GCWP contracted with ACEPD in 2009 to design, implement, and evaluate a pet waste social marketing campaign for encouraging citizens to scoop, bag and trash pet waste at home and in the community to assist with meeting TMDLs for urban creeks. Staff will continue to re-run the commercials as appropriate, keep veterinarian offices and adoption centers in Alachua County stocked with campaign materials, and promote the campaign through social media, websites, public events, and through other methods as

needed/appropriate. The effectiveness of the campaign will be monitored through use of the surveys.

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

The GCWP contracted with ACEPD to design, implement, and evaluate a social marketing campaign for encouraging lawn care professionals and citizens to keep grass clippings and leaves out of the stormwater collection system which was launched in 2011. Staff will continue to run media, promote the campaign with lawn care professionals and municipal employees, and use additional marketing channels (social media, presentations, etc) to promote the campaign. Staff will attempt to calculate a reasonable nutrient load reduction as a result of this 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

ACEPD created the Turf SWAP (Save Water Add Plants) program in 2014 and pilot tested the campaign in 2014 and 2015. In 2016 cost share funding was obtained for fiscal years 2017 and 2018 from the SJRWMD, SRWMD, and FDEP to provide cash rebates to homeowners that replace irrigated turf with Florida Friendly Landscapes (FFL). Staff will evaluate the effectiveness of the program during the cost share project and determine how/if to incorporate it into existing programming efforts during this contract. Staff will calculate the square footage of turf removed and will calculate an estimated nutrient load reduction based on FFL estimates.

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

ACEPD will create a social marketing behavior campaign designed to reduce stormwater pollution by encouraging better fertilizer practices. Based on phone surveys conducted in the previous contract, many homeowners still believe that it is best to fertilize before a rain event. Staff will look at existing research and will conduct primary research, if needed, to design a local campaign for promoting appropriate fertilizer behaviors. The campaign will include evaluation and a calculated nutrient load reduction. The campaign will be maintained in future years (similar to pet waste and grass clippings) after it is designed and launched. Staff is applying for 319 funding for FY18, FY19, and FY20 for this project.

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.

PUBLIC OUTREACH PROGRAM BUDGET

Description	Projects	FY2018	FY2019	FY2020	FY2021	FY2022
Youth Programs	Stormwater Elementary Classroom Outreach, Science Night, Summer Camps, Hands-on Outreach	\$24,833	\$26,075	\$27,379	\$28,748	\$30,185
Homeowner Campaigns	Pet Waste, Grass Clippings, Turf SWAP, New Fertilizer Campaign	\$31,833	\$33,425	\$35,096	\$36,851	\$38,694
Public Involvement and Evaluation	Best Management Practices, On-line Outreach, Public Events, Clean Creeks Hotline, Volunteer Program, Rain Garden Demonstration, Evaluation Surveys	\$25,333	\$26,600	\$27,930	\$29,327	\$30,793
Total		\$82,000	\$86,100	\$90,405	\$94,925	\$99,672

The estimated total cost for the five year contract period is **\$453,102**.

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EXHIBIT C

Stream Gage Network Services

Introduction and Description of Stations and Services

Alachua County will provide stream gage services at selected sites in the Gainesville urban area (see list below). The existing network consists of four stream gaging stations and one water level (stage only) station. Stage data is collected from the recorders approximately every two months. Stage and discharge computations are delivered within 30 days of each data collection period. Computations include mean daily stage and discharge and unit values of the same at 5-minute intervals. For stream stations with only a stage recorder, efforts are being made to conduct manual discharge measurements under a variety of flow conditions to facilitate development of an accurate rating curve.

The existing stream gage network as of December 2016 is as follows:

Hogtown Creek near Gainesville - at NW 16th Avenue
Haile Sink on Hogtown Prairie at Hillman Residence (stage only)
Tumblin Creek near Gainesville - at SW 13th Street
Possum Creek in Gainesville - at NW 16th Avenue
Little Hatchet Creek near Gainesville - at SR-24 (Waldo Road)

The data provided for stream gages includes the following information: unit values (15-minute interval date, gage height and discharge), primary computations (hourly stage as max, min. and mean and mean discharge), mean daily discharge and stage, hydrograph, and a daily values table. These data are available from ACEPD and summary data for the stream stations and will continue to be available on our website once they have been reviewed and approved at: <http://www.alachuacounty.us/depts/epd/waterresources/creeksandlakes/pages/monitoring-programs-and-data.aspx>

Cost Estimate for Contract Years 2013-2017

The following estimate of cost is based on continued use of the existing network:

STREAM GAGE PROGRAM BUDGET

Project Name	FY2018	FY2019	FY2020	FY2021	FY2022
Stream Gage Data Collection	\$19,000	\$19,500	\$20,000	\$20,500	\$21,000
Total	\$19,000	\$19,500	\$20,000	\$20,500	\$21,000

The estimated total cost for the five year contract period is **\$100,000**.

The cost to operate and maintain these stations is based on a minimum of six visits per year to each station. Costs are based on estimates by Hydrologic Data Collection, Inc., the vendor who has been providing this service to ACEPD. Stage data will be collected from the recorders

approximately every two months. Stage and discharge computations will be completed within 30 days of each data collection period. Computations will consist of mean daily stage and discharge and the recorded unit values at 5-minute intervals. Costs include one spare transducer and cable (if needed for replacement) in each year.

Network Station Refinement and Changes

ACEPD periodically reviews station locations for surface water flow and stage data that are collected by other agencies, e.g. St. Johns River Water management District, the Florida Department of Environmental Protection and the US Geological Survey, so as not to duplicate data collection efforts. ACEPD is available to implement changes to the above described network as agreed upon by the Gainesville Clean Water Partnership to provide the most beneficial data collection program for the partners.

ATTACHMENT A

Attachment A - NPDES Program Budget 2018-2022

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 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

Budget Share Allocation

	FDOT	City	County	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 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

Payment Schedule

	2018 - 2022
FDOT*	535,095
City	1,608,599
County	796,480

*The FDOT contribution amount is included for reference; the City has entered into a separate agreement with the FDOT.