

**INTERLOCAL AGREEMENT FOR TOTAL  
MAXIMUM DAILY LOAD (TMDL) ACTIVITIES**

**THIS AGREEMENT**, made and entered into this 6 day of July, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", the **CITY OF ALTAMONTE SPRINGS**, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as "ALTAMONTE SPRINGS", the **CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CASSELBERRY", the **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 N. Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as "LAKE MARY", the **CITY OF LONGWOOD**, a Florida municipal corporation, whose address is 175 W. Warren Avenue, Longwood, Florida, 32765, hereinafter referred to as the "LONGWOOD", the **CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 N. Park Avenue, Sanford, Florida 32771, hereinafter referred to as "SANFORD", the **CITY OF OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "OVIEDO", and the **CITY OF WINTER SPRINGS**, a Florida municipal corporation, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708, hereinafter referred to as "WINTER SPRINGS".

**W I T N E S S E T H:**

**WHEREAS**, State's TMDL program requirement became effective in the Spring of 2006 and will be reflected in the National Pollutant

Discharge Elimination System (NPDES) permit requirements beginning in 2007; and

**WHEREAS**, meeting the requirements of the State TMDL program will require local governmental agencies to cooperate extensively on TMDL-related studies and projects; and

**WHEREAS**, such intergovernmental cooperation will result in more efficient, cost-effective TMDL compliance for each governmental agency, and less duplication of efforts overall; and

**WHEREAS**, entering into a cooperative interlocal governing TMDL activities will accomplish the following:

- Streamline cooperation on TMDL related issues without superseding the authority of any individual governmental entity.
- Increase the effectiveness of Seminole County local governments in seeking and obtaining matching funds from regional, State and Federal sources for implementation of TMDL-related activities.
- Allow local governments to share resources for development of effective programs for TMDL, NPDES, lake management, basin studies and educational outreach,

**NOW, THEREFORE**, in consideration of the premises and covenants of each party for the benefit of the others set forth below, the parties hereto agree as follows:

1. There is hereby established by the parties the Technical Coordination Group, hereinafter referred to as the "TCG", consisting of the following members, by position (or designee) in the respective jurisdictions:

- Principal Engineer - Stormwater Programs (COUNTY)
- Compliance Coordinator (ALTAMONTE SPRINGS)
- City Engineer (CASSELBERRY)
- Stormwater Professional Engineer (LAKE MARY)
- Community Development Coordinator (LONGWOOD)
- City Engineer (OVIEDO)
- City Engineer (SANFORD)
- City Engineer (WINTER SPRINGS)

2. The TCG shall meet as needed to jointly review TMDL-related activities in Seminole County and make recommendations to the governing boards of Seminole County governmental entities with respect to such activities and projects designed to meet TMDL-related needs. The TCG responsibilities shall include, but not be limited to, the following:

- (a) For ongoing activities:
- Identify study priorities.
  - Identify jurisdictions that should participate in each.
  - Obtain concurrence from each jurisdiction's representative.
  - Develop and recommend a cost sharing formula for each activity.
  - Develop total TMDL activity-related expenditures for each jurisdiction.
  - Develop/approve the scope for each joint study.

- Participate, where applicable and permitted, in selection of consultants and contractors for approved project.

(b) For capital projects:

- Identify priorities.
- Identify jurisdictions that should participate in each.
- Obtain concurrence from each jurisdiction.
- Develop and recommend agreed upon cost sharing formula specific to each project, addressing financing, contribution and payment issues and procedures to be used for processing and payment of change orders. (Jurisdictions participating in a project would have to agree to the formula for that project.)

- Seek matching funds from regional, State or Federal sources.

- Develop total TMDL project-related expenditures for each jurisdiction.

- Develop/approve scope.
- Seek board approvals.
- Participate, where applicable and permitted, in selection of consultants and contractors for approved project.

(c) The TCG shall also, on an annual basis or as deemed necessary by participating governmental entities, present reports on activities, projects, and progress with TMDL-related goals. Said reports shall contain TCG recommendations with respect to TMDL-related

projects requiring approval of the participating governmental entities.

3. Each party to this Agreement agrees that, upon its approval of, and award of, funds for any TCG recommended project, this Interlocal Agreement shall serve as authorization for the participating jurisdictions to proceed with that project without further written agreement between the parties, unless the parties deem it in their best interest with respect to the project to reduce additional issues to formal agreement.

4. Each party to this Agreement shall have the right of access at reasonable times to observe and inspect all the other parties books, records and other information of whatsoever nature related to TMDL activities and the work of the TCG.

5. Each party to this Agreement shall retain its right to approve, disapprove, or modify its participation in any TCG recommended project or activity and shall further retain its right to decide the amount of its financial participation, if any, in such projects and activities.

6. Any party may terminate its participation in this Agreement by giving sixty (60) days written notice of its intention to do so to the other parties. Upon a party's withdrawal from participation in this Agreement, its representation on the TCG shall also be withdrawn.

7. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon, or by reason hereof, to or for the benefit of any third party not a formal party thereto.

8. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations thereof to any other party.

9. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

10. Any provision of this Agreement which is prohibited or unenforceable under any laws shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, provided the rights and obligations of the parties hereto are not materially prejudiced and the intentions of the parties can continue to be effected.

11. Any notice to be given by any party to this Agreement to the other parties shall be sent by either hand delivery, registered or certified mail to the respective addresses shown below. Either party may change its notice address by giving proper written notice to the others as provided herein.

**For COUNTY:**

County Manager  
1101 E. First Street  
Sanford, FL 32771

**For ALTAMONTE:**

City Manager  
225 Newburyport Avenue  
Altamonte Springs, FL 32701

**For CASSELBERRY:**

City Manager  
95 Lake Triplet Drive  
Casselberry, FL 32707

**For LAKE MARY:**

City Manager  
100 N. Country Club Road  
Lake Mary, FL 32746

**For LONGWOOD:**

City Manager  
175 W. Warren Avenue  
Longwood, FL 32750

**For OVIEDO:**

City Manager  
400 Alexandria Boulevard  
Oviedo, FL 32765

**For SANFORD:**

City Manager  
300 N. Park Avenue  
Sanford, FL 32771  
P.O. Box 1788, Sanford, FL 32772-1788

**For WINTER SPRINGS:**

City Manager  
1126 E. S.R. 434  
Winter Springs, FL 32708

12. This Agreement shall become effective upon its execution by all the parties and shall remain in effect until mutually terminated by the parties.

13. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CITY OF ALTAMONTE SPRINGS

Patsy Wainwright  
PATSY WAINWRIGHT, City Clerk

By: Russel Hauck  
RUSSEL HAUCK, Mayor

Approved as to form and  
legal sufficiency.

Date: 1-2-07

Skip Fowler  
SKIP FOWLER, City Attorney



ATTEST:

CITY OF CASSELBERRY

\_\_\_\_\_  
THELMA MCPHERSON, City Clerk

By: \_\_\_\_\_  
BOB GOFF, Mayor

Approved as to form and  
legal sufficiency.

Date: \_\_\_\_\_

\_\_\_\_\_  
CATHERINE REISHMANN, City Attorney

ATTEST:

CITY OF LAKE MARY

\_\_\_\_\_  
CAROL FOSTER, City Clerk

By: \_\_\_\_\_  
THOMAS C. GREENE, Mayor

Approved as to form and  
legal sufficiency.

Date: \_\_\_\_\_

\_\_\_\_\_  
CATHERINE REISHMANN, City Attorney



ATTEST:

CITY OF ALTAMONTE SPRINGS

PATSY WAINWRIGHT, City Clerk

By: RUSSEL HAUCK, Mayor

Approved as to form and  
legal sufficiency.

Date: \_\_\_\_\_

SKIP FOWLER, City Attorney

ATTEST:

CITY OF CASSELBERRY

Thelma McPherson  
THELMA MCPHERSON, City Clerk

By: Bob Goff  
BOB GOFF, Mayor

Approved as to form and  
legal sufficiency.

Date: January 18, 2007

Catherine Reishmann  
CATHERINE REISHMANN, City Attorney

ATTEST:

CITY OF LAKE MARY

CAROL FOSTER, City Clerk

By: \_\_\_\_\_  
THOMAS C. GREENE, Mayor

Approved as to form and  
legal sufficiency.

Date: \_\_\_\_\_

CATHERINE REISHMANN, City Attorney

ATTEST:

CITY OF ALTAMONTE SPRINGS

\_\_\_\_\_  
PATSY WAINWRIGHT, City Clerk

By: \_\_\_\_\_  
RUSSEL HAUCK, Mayor

Approved as to form and  
legal sufficiency.

Date: \_\_\_\_\_

\_\_\_\_\_  
SKIP FOWLER, City Attorney

ATTEST:

CITY OF CASSELBERRY

\_\_\_\_\_  
THELMA MCPHERSON, City Clerk

By: \_\_\_\_\_  
BOB GOFF, Mayor

Approved as to form and  
legal sufficiency.

Date: \_\_\_\_\_

\_\_\_\_\_  
CATHERINE REISHMANN, City Attorney

ATTEST:

CITY OF LAKE MARY

Carol C. Foster  
CAROL FOSTER, City Clerk

By: \_\_\_\_\_  
THOMAS C. GREENE, Mayor

Approved as to form and  
legal sufficiency.

Date: 11-16-06 APPROVED

Cathy Reed  
CATHERINE REISHMANN, City Attorney

ATTEST:

*Sarah M. Mirus*  
SARAH M. MIRUS, City Clerk

Approved as to form and  
legal sufficiency.

*Teresa S. Roper*  
Teresa S. Roper, Acting City Attorney

CITY OF LONGWOOD

By: *John Matngot*  
JOHN MATNGOT, Mayor

Date: February 8, 2007

ATTEST:

BARBARA BARBOUR, City Clerk

Approved as to form and  
legal sufficiency.

WILLIAM L. COLBERT, City Attorney

CITY OF OVIEDO

By: \_\_\_\_\_  
THOMAS G. WALTERS, Mayor

Date: \_\_\_\_\_

ATTEST:

JANET R. DOUGHERTY, City Clerk

Approved as to form and  
legal sufficiency.

WILLIAM L. COLBERT, City Attorney

CITY OF SANFORD

By: \_\_\_\_\_  
LINDA KUHN, Mayor

Date: \_\_\_\_\_

ATTEST:

CITY OF LONGWOOD

SARAH M. MIRUS, City Clerk

By: JOHN MAINGOT, Mayor

Approved as to form and legal sufficiency.

Date: \_\_\_\_\_

RICHARD TAYLOR, City Attorney

ATTEST:

CITY OF OVIEDO

Barbara Babour  
BARBARA BABOUR, City Clerk

By: Thomas G. Walters  
THOMAS G. WALTERS, Mayor

Approved as to form and legal sufficiency.

Date: 1/8/07

William L. Colbert for  
WILLIAM L. COLBERT, City Attorney

ATTEST:

CITY OF SANFORD

JANET R. DOUGHERTY, City Clerk

By: \_\_\_\_\_  
LINDA KUHN, Mayor

Approved as to form and legal sufficiency.

Date: \_\_\_\_\_

WILLIAM L. COLBERT, City Attorney

ATTEST:

CITY OF LONGWOOD

SARAH M. MIRUS, City Clerk

By: JOHN MAINGOT, Mayor

Approved as to form and legal sufficiency.

Date: \_\_\_\_\_

RICHARD TAYLOR, City Attorney

ATTEST:

CITY OF OVIEDO

BARBARA BARBOUR, City Clerk

By: THOMAS G. WALTERS, Mayor

Approved as to form and legal sufficiency.

Date: \_\_\_\_\_

WILLIAM L. COLBERT, City Attorney

ATTEST:

CITY OF SANFORD

Janet R. Dougherty  
JANET R. DOUGHERTY, City Clerk

By: Linda Kuhn  
LINDA KUHN, Mayor

Approved as to form and legal sufficiency.

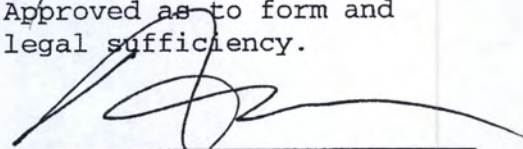
Date: January 22, 2007

William L. Colbert for  
WILLIAM L. COLBERT, City Attorney

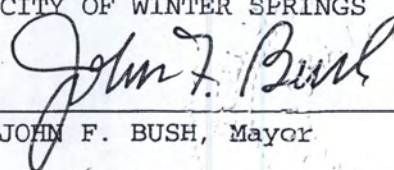
ATTEST:

  
ANDREA LORENZO-LUACES, City Clerk

Approved as to form and  
legal sufficiency.

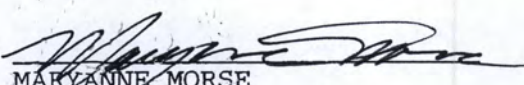
  
ANTHONY A. GARGANESE, City Attorney

CITY OF WINTER SPRINGS

By:   
JOHN F. BUSH, Mayor

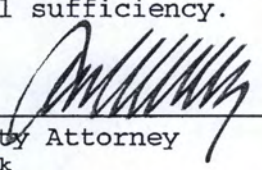
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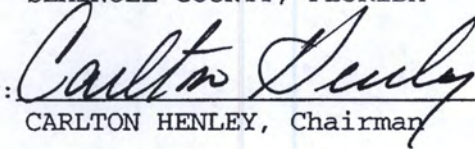
  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

  
County Attorney  
AC/lpk  
10/24/06  
Interlocal all municipalities-TMDL

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By:   
CARLTON HENLEY, Chairman

Date: 7-6-07

As authorized for execution  
by the Board of County Commissioners  
at their June 26, 2007  
regular meeting.