

(Do Not Modify) Modified On	Approval ID	Approval Type	Status Reason	Contract ID	Department	Approved By	Modified By	Modified On
8/11/2025 20:59	APPR-014773	Amendment	Approved as Revised	CONT-005397		Katherine Mockler	Katherine Irby	8/11/2025 20:59
6/25/2025 11:43	APPR-014774	Amendment	Approved As Drafted	CONT-005397		Steve Varvel	Steven Varvel	6/25/2025 11:43
8/13/2025 14:37	APPR-014775	Amendment	Approved As Drafted	CONT-005397		Sheri Manning	Sheri Manning	8/13/2025 14:37

Today's Date: 6/4/2025

CITY OF GAINESVILLE TRANSMITTAL FORM

Dept Tracking # _____

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Type of Action Requested (check one) [X] New [] Extension [] Amendment [] Change Order

Project Amount: \$266,000.00 Anticipated Start Date:
Department Name: Public Works
Project Manager: Gail Mowry Phone Number: ext. 8417
Account No.: N/A Funding Source: [X] City Funds [] Other
Subcontractor Opportunities: [] Yes [] No Provide Other source: Fund #: 1401 Stormwater
Management Utility Surcharge//Cost Center: GG Public Works: Stormwater Environmental Management
Contractor/Vendor: Alachua County Board of County Commissioners

Project Description: This is a First Amendment to the FY25 NPDES Interlocal Agreement between the City and Alachua County Board of County Commissioners for the establishment of an illicit discharge detection and elimination program and a stormwater public outreach program, which are performed by the Alachua County Environmental Protection Department. This agreement is part of the Gainesville Clean Water Partnership NPDES Program and is for FY26 program work. These programs fulfill the requirements of the City, the County, and the FDOT's respective NPDES Phase II programs in the Gainesville Urbanized Area. The Illicit Discharge program includes expanded application of the County's Water Quality Code and Hazardous Materials Management Code within the City's municipal boundaries, investigation and response to citizen complaints regarding violations of non-stormwater discharge to the MS4 and inspections and environmental sampling at high-risk areas, and removal of sources of pollutant discharge (\$153,000.00). The Public Outreach program includes programs, events, campaigns, and media that target varied audiences with messages encouraging stormwater pollution prevention (\$96,000.00). The Stream Gage Network is maintained to continue the important collection of hydrologic data in the Gainesville Urban Area (\$17,000.00). The total estimated costs of this agreement for FY26 will not exceed \$266,000.00.

Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

PROJECT APPROVED FOR PROCESSING

Signed by: Gail Mowry 8/13/2025
Project Manager
8B2CE69A11D34B2 Date
Gail Mowry 8/13/2025
Department Head
8B2CE69A11D34B2 Date

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

Signed by: Brian Singleton 8/13/2025
Leadership Team, Executive Team or Charter Officer Date
7CBB8B844BE44D3...

SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects. Allow a minimum of three days for Department review.

REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject To modifications as noted.

Table with 6 columns: Reviewing Office, As Drafted, Subject To, Signature, Date. Rows include City Attorney, Risk Manager, Grants, Fleet, Facilities Mgmt, IT, and Procurement.

[] Notification of project (i.e. bid being processed by Department) to Small Business Procurement Program Coordinator (excludes contracts)

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date: _____
To City Attorney Date: _____
To City Manager Date: _____

Received From Contractor Date: _____
From City Attorney Date: _____
From City Manager Date: _____

City Commission Approval: (\$50,000 and above) **Yes** Date Approved: _____
 No City Commission approval is not required⁽⁵⁾
⁽⁵⁾ **7.1** Provide Purchasing Policy exception section (i.e. Sec 7.1(c))

Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

PROJECT APPROVED FOR EXECUTION:

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Katherine Luby

8/15/2025

City Attorney

Date

Cynthia Curry

8/15/2025

City Manager or Designee

Date

Print on five part NCR paper - **White** (original) for final execution; **Yellow** for City Attorney; **Pink** for Risk; **Green** for S&P; **Blue** for document to file or others as needed.

35EBFF581249457

1C94749024BA4C6

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR ALLOCATION AND IMPLEMENTATION OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM REQUIREMENTS NO. 14257

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“First Amendment”) made and entered into 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, on November 20, 2024, the County and the City entered into the *Interlocal Agreement for Allocation and Implementation of National Pollutant Discharge Elimination System Program Requirements No. 14257* dated November 12, 2024 (hereinafter, the “*2025 City-County NPDES Agreement*”) with a term extending through, and terminating on, September 30, 2025; and

WHEREAS, on November 7, 2024, the County and the City entered into the *Interlocal Agreement Between Alachua County and the City of Gainesville for Establishment of an Illicit Discharge Detection and Elimination Program and Stormwater Public Outreach Program No. 14256* dated November 7, 2024 (hereinafter, the “*2025 Illicit Discharge Agreement*”) with a term extending through, and terminating on, September 30, 2025; and

WHEREAS, the *2025 City-County NPDES Agreement* and the *2025 Illicit Discharge Agreement* are both set to expire on September 30, 2025; and

WHEREAS, the City and the County desire to continue their collaborative and cooperative approach by extending the term of the *2025 City-County NPDES Agreement* as provided in this First Amendment, and by simultaneously extending the term of the *2025 Illicit Discharge Agreement* by separate amendment thereto; 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 Attachments are incorporated in and made part of this First Amendment.

2. EFFECTIVE DATE

This effectiveness and enforceability of this First Amendment is subject to the following three conditions precedent: (1) approval and execution of the *First Amendment to the 2025 Illicit Discharge Agreement* by both Parties; (2) approval and execution of this First Amendment by both Parties; and (3) recording both this First Amendment and the *First Amendment to the 2025 Illicit Discharge Agreement* in the official records of Alachua County. Provided that all three condition precedents are satisfied, the effective date of this First Amendment shall be October 1, 2025 (“Effective Date”).

3. TERM

Section 4 of the *2025 City-County NPDES Agreement* is amended to extend its Term through September 30, 2026.

4. SERVICES

Attachment A and **Attachment B** of the *2025 City-County NPDES Agreement* are deleted and replaced in their entirety with **Attachment A-1** and **Attachment B-1**, which are attached hereto and incorporated by referenced into this First Amendment.

5. COMPENSATION AND PAYMENT

Financial matters covered by the first year of this *2025 City-County NPDES Agreement* (FY25) will be considered reconciled to the satisfaction of both parties, with payment of the Fiscal Year 2025 quarter 4 invoice for the period covering July 2025 – September 2025.

Section 7 of the *2025 City-County NPDES Agreement* is deleted and replaced in its entirety with the following:

7. 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 Gauge Maintenance related to maintaining these requirements as described in **Attachment A-1**.

As set forth in **Table 1** of **Attachment B-1**, the total estimated cost of the County’s, City’s and FDOT’s collaborative programs for the period of October 1, 2025 through September 30, 2026 (FY 2026) is FIVE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED TWELVE DOLLARS (\$517,612). The County shall pay the City for the City’s actual costs in providing the services in **Attachment A-1**, but the County’s obligation to pay the City shall not to exceed ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS (\$162,556) for FY 2026, as more particularly described in **Table 4** of **Attachment B-1**. Reimbursements requests shall be made to the County no later than 45 days after the end of each fiscal quarter documenting the 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”).

6. NOTICE

Section 9 of the *2025 City-County NPDES Agreement* is deleted and replaced in its entirety with the following:

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

COUNTY: 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

8. OTHER TERMS PRESERVED

Except as modified by this First Amendment, all terms and conditions of the *2025 City-County NPDES Agreement* shall remain in full force and effect.

9. RECORDING OF AGREEMENT

The County, upon execution of this First Amendment by all Parties, shall record this First Amendment in the official records of Alachua County, Florida.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties hereby execute this First Amendment

Alachua County Board of County Commissioners

Attest:

By: _____
Charles Chestnut, IV, Chair

By: _____
J. K. Irby, Clerk

Date: _____

Approved as to Form

By: _____
Alachua County Attorney

DocuSigned by:
City of Gainesville
By: Cynthia Curry
1C94749024BA4C6...
Printed Name: Cynthia Curry
Title: City Manager
Date: 8/15/2025

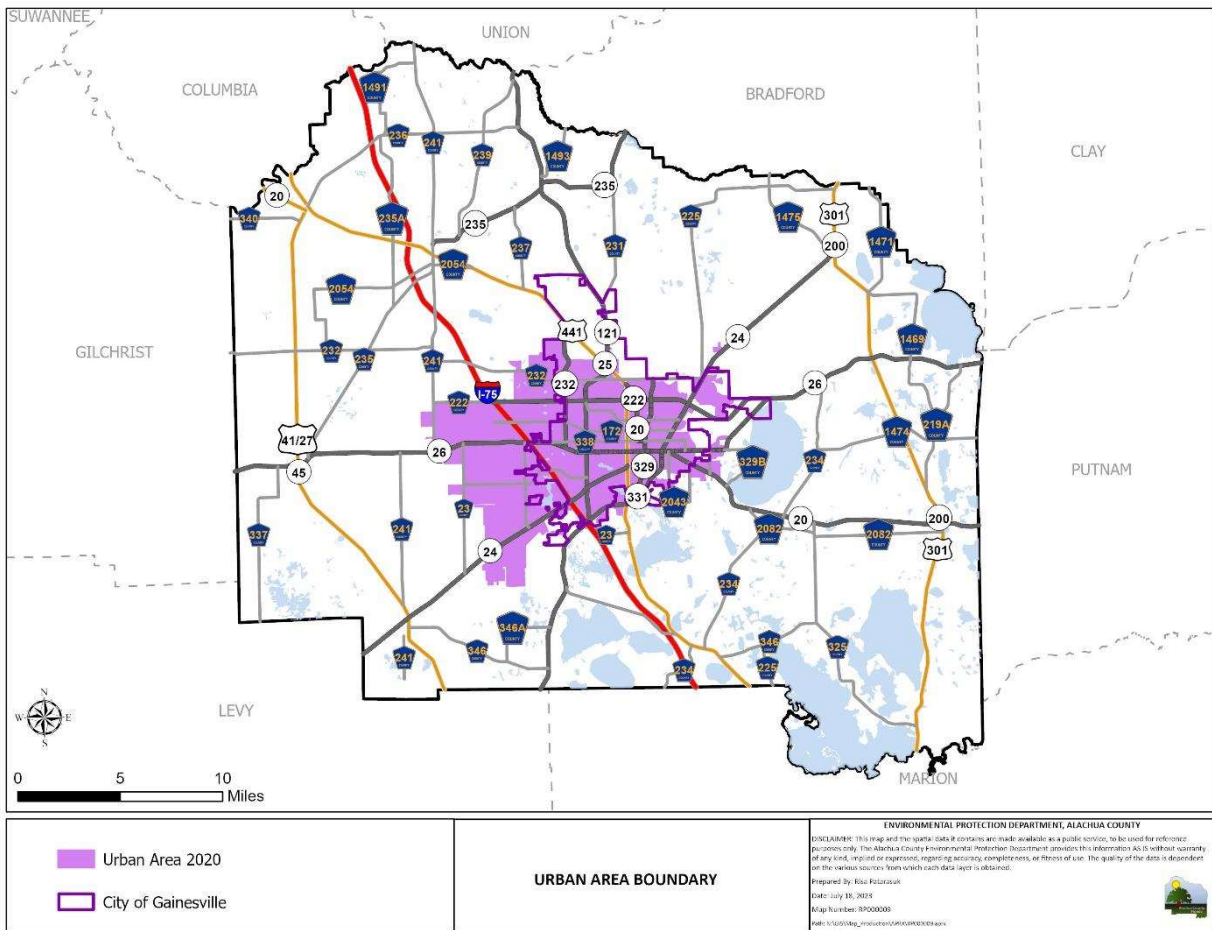
Signed by:
Attest: Kristen J. Bryant
D07162CC56624FE...
Printed Name: Kristen J. Bryant
Title: City Clerk, Gainesville, FL
Date: 8/18/2025

Approved as to Form and Legality:
Signed by:
Katherine Irby
City Attorney 35EBFFF81249457... 8/14/2025

ATTACHMENT A-1

A. GAINESVILLE CLEAN WATER PARTNERSHIP ILLICIT DISCHARGES DETECTION AND ELIMINATION and MAPPING PROGRAMs

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 will be focused on the US Census 2020 Gainesville Urban Area as shown below, and fulfilled through programs and projects carried out through contracts and departmental efforts in order to meet the goals listed below.



1. MS4 Mapping.

Description: The City works with the County and the FDOT to maintain a storm sewer geodatabase that includes the location of outfalls and names and location of waters of the United States that receive discharges from those outfalls in the Gainesville Urban Area. An Illicit Discharge Detection and Elimination (IDDE) geodatabase is also maintained.

Measurable Goal: Development and maintenance of Municipal Separate Storm Sewer System geodatabase, Gainesville Urban Area Hydrologic Feature, and IDDE geodatabases. Continue to map and update new and current developments.

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

2. **Illicit Discharge Ordinance.**

Description: The City will work with the Alachua County Environmental Protection Department (ACEPD) to enforce the Alachua County Water Quality Code (WQC). This code defines and prohibits non-stormwater discharges into the storm sewer system. The WQC also includes irrigation restrictions and design standards to reduce nutrient pollution from over irrigation, fertilizer standards, and provisions to prohibit homeowner associations from prohibiting Florida Friendly Landscaping. Violations of the WQC will be enforced using civil citations and other provisions of Chapter 162, Part II, Florida Statutes and Chapter 24 of the Alachua County Code. Educational and enforcement actions related to the Water Quality Code will be included in quarterly reports.

Measurable Goal: Implement the Water Quality Code.

Implementation Schedule: Adoption completed, implementation is ongoing for the duration of the program.

3. **Illicit Discharge Detection and Elimination Standard Operating Procedure.**

Description: The City will work with Alachua County and the FDOT to maintain Standard Operating Procedures (“SOP”) for the IDDE program.

Measurable Goal: Support of IDDE SOP

Implementation Schedule: The SOP will be implemented as outlined.

4. **Proactive Illicit Discharge Detection Inspections.**

Description: The City will work with ACEPD to continue expansion of 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 or the Hazardous Materials Code, both of which apply countywide. The expanded inspection program includes 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 692 regulated hazardous materials storage facilities in the US Census 2020 Gainesville Urban Area. 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. The following will be reported in quarterly reports: number of hazardous materials storage facilities inspected, enforcement actions, number of illegal discharges observed, and number of emergency response discharges (typically fuel).

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

5. **Illicit Discharge Detection Investigations.**

Description: The City will work with ACEPD to continue a complaint investigation and response program that includes investigation and response to violations of potential non-storm water discharge MS4 prohibitions received from citizens, staff, and other agencies. All violations identified during investigations will be enforced using the provisions of the Water Quality Code or 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 may include site inspections and if necessary collection of water quality sampling and testing. Report the number complaints received, the number of investigations completed, and the number of illicit connections removed.

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

6. Illicit Discharge Elimination.

Description: The City will work with ACEPD to continue a program 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 interventions to prevent future discharge through our outfall reconnaissance inventory (ORI) program. Periodically walking the urban creeks and doing an outfall reconnaissance inventory 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 during dry periods. The nature and extent of the discharge will be evaluated and steps will be taken to identify the responsible party and remediate any illicit discharge. Follow-up inspections will be conducted and collection of water quality in-situ parameters and laboratory testing may be conducted. All violations identified during the field activities will be enforced using the provisions of the Water Quality Code.

Measurable Goal: Keep records of field activities, inspections, enforcement actions, compliance assistance activities, interventions, and materials distributed. Report number of illicit discharges detected, inspections, and enforcement actions.

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

7. Illicit Discharge Information Provided to Employees.

Description: The City will work with ACEPD to offer trainings on stormwater pollution prevention and how to identify and report illicit discharges. These trainings will be offered to key frontline staff on an annual basis.

Measurable Goal: Keep records of how many employees participate in trainings.

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

8. Illicit Discharge Information Provided to Businesses.

Description: The City will work with ACEPD to provide stormwater and illicit discharge elimination outreach and compliance assistance to commercial businesses on an as needed basis based on complaints and visual observations during other programs. Best Management Practices and/or promotional items will be provided as appropriate. All violations identified during the program will be enforced using the provisions of the Water Quality or Hazardous Materials Code.

Measurable Goal: The number of site visits and potential stormwater issues identified will be reported. Enforcement activities will also be reported.

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

9. Illicit Discharge Detection-Citizen Complaints.

Description: The City will work with ACEPD to continue a complaint investigation and response program includes investigation and response to violations of potential non-storm water discharge MS4 prohibitions received from citizens. ACEPD will staff and promote the Clean Creeks Hotline for reporting complaints. All violations identified during

investigations will be enforced using the provisions of the Water Quality Code or 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 may include site inspections and if necessary collection of water quality sampling and testing. Report the number complaints received, the number of investigations completed, and the number of illicit connections removed.

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

10. Illicit Discharge Information Provided to the Public.

Description: The City will work with ACEPD to maintain the AlachuaCountyWater.org, MyYardOurWater.org and GainesvilleCreeks.org websites to offer public information about stormwater pollution and how to prevent it.

Measurable Goal: Report visits to AlachuaCountyWater.org, MyYardOurWater.org and GainesvilleCreeks.org websites on a quarterly basis.

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

11. Florida Stormwater Erosion and Sedimentation Control Inspectors Course.

Description: The City will work with ACEPD to coordinate and implement the Florida Stormwater Erosion and Sedimentation Control Inspector's Course once per year.

Measurable Goal: Keep records of attendance and exam pass rate.

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

B. 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 will be focused on the US Census 2020 Gainesville Urban Area and 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

Description: 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, 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. Staff will review BMPs and make updates as appropriate.

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, update materials as needed, and conduct one targeted campaign per year.

Evaluation- Number of materials distributed.

b. Online Outreach

Description: Three websites for providing up to date and accurate information on stormwater pollution and water resources have been developed.

www.GainesvilleCreeks.org provides information about local water bodies, the Gainesville Clean Water Partnership and how to reduce stormwater pollution to protect our 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 and outdoor water use which contributes to water pollution. Social media will also be used to engage audiences.

Goal- Increase knowledge of why and how to protect our water resources and maintain sites for accurate information about water resources

Audience – General and various target audiences

Action- Maintain websites, post to social media

Evaluation- Number of hits per page, frequency and reach from paid social media posts

c. Public Events

Description: 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 may 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 maintain interactive displays

Evaluation- Number of events and event participants

d. Clean Creeks Hotline

Description: The City will work with ACEPD to continue to maintain and promote the Clean Creeks Hotline (ACEPD's main phone number) so that neighbors can report potential pollution issues and staff can respond. The hotline will be promoted through various outlets (websites, 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- Continue implementation and of Clean Creeks Hotline campaign.

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

e. Stormwater Awareness Survey

Description: The Gainesville Clean Water Partnership has various methods for getting stormwater and water messages out to the public. It is often difficult to determine if these messages are effective in influencing public perceptions and behaviors. Surveys will be conducted as budget is available. 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

Evaluation- Raw data collection and final report on survey results

f. Florida Friendly Landscapes (FFL)

Description: The City will work with the University of Florida Institute of Food and Agricultural Sciences Extension program to enhance both residential and commercial Florida Friendly Landscapes programs with stormwater pollution prevention outreach that encourages best management practices in landscape planning and management.

Goal- Increase public participation in creating and awareness of FFL

Audience- General audience, landscaping professionals

Action- Implement and maintain outreach and education programs

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

g. Creek Cleanup Events

Description: The City will work with Current Problems, Inc. to organize volunteer cleanup events that remove pollutants from local waterways. Cleanup events will also educate participants about pollution sources and best management practices to prevent stormwater pollution.

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)

2. Stormwater Pollution Prevention Campaigns-Social Marketing.

With support from the Gainesville Clean Water Partnership, ACEPD has created various campaigns designed to influence behaviors to reduce water pollution. Below is a summary of the current campaigns. The City will work with ACEPD to determine which campaigns to focus on each year based on past survey results. ACEPD will use additional County funds and grant funds (other than GCWP funds) as they become available to extend the reach of campaigns.

a. Pet Waste Campaign

Description: A social marketing behavior campaign was designed for pet waste to encourage citizens to scoop, bag and trash pet waste at home and in the community to assist with meeting TMDLs for urban creeks. The City will work with ACEPD to run media and promote the campaign. The effectiveness of the campaign will be monitored through use of the surveys.

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

Audience- Pet owners

Action- Run campaign media, promote campaign through outreach events, and keep veterinarian offices, adoption centers and other sites as applicable stocked with campaign materials

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

b. Grass Clippings Campaign

Description: A social marketing behavior campaign was designed for encouraging lawn care professionals and citizens to keep grass clippings and leaves out of the stormwater collection system. The City will work with ACEPD 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 as deemed appropriate.

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- Run campaign components 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)

c. Fertilizer Social Marketing Campaign

Description: A social marketing behavior campaign was designed to reduce stormwater pollution by encouraging better fertilizer practices. The City will work with ACEPD to continue to run media, promote the campaign with lawn care professionals and municipal employees, and use additional marketing channels (social media, presentations, utility mailers, etc.) to promote the campaign, as appropriate.

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- Implement and evaluate campaign

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

d. #NoFilter Campaign

Description: A social marketing behavior campaign, #NoFilter, was designed to increase awareness and decrease illicit discharges. The City will work with ACEPD to continue to run media and promote the campaign, as appropriate.

Goal- Reduce bacteria and nutrients in water bodies by decreasing illicit discharges

Audience- General public

Action- Implement campaign

Evaluation- Self reported behavior change survey, Number of impressions from paid advertisements (commercials and social media marketing)

e. Fats Oils and Greases Social Marketing Campaign

Description: A social marketing behavior campaign was designed to reduce the number of sanitary sewer overflows by changing how residents dispose of used cooking oil and grease. GRU and the Alachua County Hazardous Waste Collection Center joined ACEPD and the Gainesville Clean Water Partnership (GCWP) in creating the campaign. The City will work with ACEPD to continue to run media and use additional marketing channels (social media, presentations, etc.) to promote the campaign as appropriate.

Goal- Reduce bacteria and nutrients in water bodies by decreasing potential Sanitary Sewer Overflows

Audience- Homeowners, Apartment Complexes

Action- Implement campaign

Evaluation- Self reported behavior change survey, Number of impressions from paid advertisements (commercials and social media marketing)

3. Youth Outreach

a. Stormwater Classroom Presentations

Description: The City will work with ACEPD to implement classroom presentations to youth. ACEPD has developed multiple interactive presentations (Enviroscape, Water's Journey, Macroinvertebrate investigations, Springs Protection, etc.) which use curriculum standards to address the importance of reducing stormwater pollution and protecting water resources to students of various ages. ACEPD staff will visit classrooms to deliver the various programs.

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

Description: The City will work with ACEPD to partner with one elementary school per year to conduct age appropriate classroom presentations for every child during the month leading up to Science Night. During Science Night, 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 year

Evaluation- Number of attendees and exhibitors

c. Camp Programs

Description: Local camp programs (summer and school breaks) are often looking for environmental activities and speakers. The City will work with ACEPD to offer 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

Description: Engaging students and adults in exploring solutions to non-point source pollution is achieved through field trips to local water resources. The City will work with ACEPD to conduct at least one field trip per year that creates a hands-on experience for students, teachers, volunteers, or community members. Field trips could include locations

such as Sweetwater Wetlands Park, the UF SEEP, Alachua Sink, local watershed tours, local springs, and more.

Goal- To increase knowledge of non-point source pollution and water quality and quantity issues in order to promote behavioral changes that reduce pollution and 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

C. GAINESVILLE CLEAN WATER PARTNERSHIP GOOD HOUSEKEEPING PROGRAM

The goals of the *Municipal Operation Pollution Prevention/Good Housekeeping Program* are to maintain 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 will be focused on the US Census 2020 Gainesville Urban Area. It 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. Best Management Practices for Good Housekeeping.

Description: The City will work with the County to prevent or reduce pollutant runoff from MS4 operator activities by assisting County employees, especially field personnel and facility managers in coordination of development, implementation, maintenance and reporting of BMPs related to MS4 operator activities.

Measurable Goal: Assist in maintenance and reporting of BMPs related to MS4 operator activities.

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

b. Good Housekeeping Information Provided to Employees.

Description: The City will work with ACEPD to update and offer training on stormwater pollution prevention and how to maintain pollution prevention and good housekeeping practices at work. These trainings will be offered to key front line staff on an annual basis.

Measurable Goal: Update and offer trainings, record how many employees complete the trainings annually.

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

2. Gainesville Clean Water Partnership Administration

a. Permit Administration

Description: 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.

Measurable Goal: Correspond with permit administrators regarding NPDES Phase II permit requirements and associated programs and communicate with City and County permit holders as needed.

Implementation Schedule: Permit correspondence in accordance with FDEP and USEPA deadlines and standards as needed.

b. Partnership Administration

Description: Coordinate Gainesville Clean Water Partnership including City and County Public Works Departments and designated “Partners”, County Environmental Protection Department, additional Partnership contractors and collaborators.

Measurable Goal: Hold quarterly meetings with Partners, create quarterly reports outlining Partnership activities, manage Partnership budgeting, track expenditures, establish and maintain associated contracts. Number of meetings held, reports completed.

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

D. GAINESVILLE CLEAN WATER PARTNERSHIP STREAM AND RAIN GAUGE PROGRAM

The goals of the *Stream and Rain Gauge Program* is maintain stream and rain gauge networks for the purposes of gathering precipitation and discharge data for use in modeling for water quantity and quality.

1. Stream Gauge Network Maintenance

Description: The City maintains contracts with ACEPD and Hydrologic Data Collection, Inc. to support an existing stream gauge network made up of five stations and one water level (stage only) station. Stage data is collected from the recorders quarterly. 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 gauge network 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)
- Little Hatchet Creek North Branch – near NE 52nd Drive

Measurable Goal: To maintain a local stream gauge station network and maintain accurate, reliable data from associated stations.

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

2. Rain Gauge Network Maintenance

Description: The City maintains contracts with ACEPD and Hydrologic Data Collection, Inc. to support an existing rain gauge network made up of six stations. Rain Gauge data is recorded every 15 minutes. Quarterly, data is tracked and inspections of stations take place to address any gauge issues. Minimum, maximum and total rainfall values are calculated by day and shared with staff on a quarterly basis. The existing rain gauge network is as follows:

- Rain Gauge at COG Fire Station 1: 525 S Main Street, Gainesville
- Rain Gauge at COG Fire Station 3: 900 NE Waldo Road, Gainesville
- Rain Gauge at COG Fire Station 4: 10 SW 36th Street, Gainesville
- Rain Gauge at COG Fire Station 7: 5601 NW 43rd Street, Gainesville
- Rain Gauge at COG Fire Station 9: 4213 SW 30th Avenue, Gainesville
- Rain Gauge at Public Works Center: 405 NW 39th Ave, Gainesville

Measurable Goal: To maintain a local rain gauge station network and maintain accurate, reliable data from associated stations.

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

ATTACHMENT B-1 GAINESVILLE CLEAN WATER PARTNERSHIP NPDES PROGRAM BUDGET 2026

Table 1. Total FY26 Program Cost

Program Area	FY2026
Illicit Discharge	\$153,000
Public Outreach	\$160,750
Good Housekeeping	\$120,650
Stream and Rain Gauge Maintenance	\$29,900
Enhanced Mapping	\$53,312
Total	\$517,612

Table 2. Total FY26 Budget Share Allocation

	FDOT Contribution	City Contribution	County Contribution	Totals
Program Area				
Illicit Discharge	\$54,238	\$59,257	\$39,505	\$153,000
Public Outreach	\$56,986	\$62,258	\$41,506	\$160,750
Good Housekeeping	NA	\$72,390	\$48,260	\$120,650
Stream and Rain Gauge Maintenance	NA	\$17,940	\$11,960	\$29,900
Enhanced Mapping	NA	\$31,987	\$21,325	\$53,312
Total Contribution	\$111,224	\$243,832	\$162,556	\$517,612

Table 3. City and FDOT payment schedule

	FY2026
FDOT	111,224
City	243,832

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

	FY2026
County	162,556

**INTERLOCAL AGREEMENT FOR ALLOCATION AND IMPLEMENTATION
OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM
REQUIREMENTS NO. 14257**

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this 12th day of November, 2024 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 expired 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 expired 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*”) which expired on September 30, 2022; and

WHEREAS, by separate interlocal agreements entered into in 2017, the *2012 City-County NPDES Agreement* and the *2012 Illicit Discharge Agreement* were replaced for FY2018 – FY2022 (the *2018 City-County NPDES Agreement* and the *2018 City-County Illicit Discharge Agreement*, respectively); and

WHEREAS, the City and FDOT renewed the *2017 FDOT Contract* by entering into an agreement for FY2023 (the *2023 FDOT Contract*); and

WHEREAS, the City and FDOT renewed the *2023 FDOT Contract* by entering into an agreement for FY2024 (the *2024 FDOT Contract*); and

WHEREAS, the City and FDOT will renew the *2024 FDOT Contract* by entering into an agreement for FY2025 (the *2025 FDOT Contract*); and

WHEREAS, in 2019, the *2018 City-County Illicit Discharge Agreement* was amended by the *First Amendment to the Interlocal Agreement for the Establishment of an Illicit Discharge Detection and Elimination Program and Stormwater Public Outreach* dated May 28, 2019 (the *First Amendment to the 2018 City-County Illicit Discharge Agreement*); and

WHEREAS, the *2018 City-County NPDES Agreement* and the *2018 City-County Illicit Discharge Agreement* were amended and renewed in 2023 (the *First Amendment to the City-County NPDES Agreement* and the *Second Amendment to the 2018 City-County Illicit Discharge Agreement*, respectively); and

WHEREAS, the *First Amendment to the City-County NPDES Agreement* and the *Second Amendment to the 2018 City-County Illicit Discharge Agreement*, respectively were amended and replaced by the *2024 City-County NPDES Agreement*, and the *2024 City-County Illicit Discharge Agreement* pursuant to a separate agreement between the Parties that was approved and executed contemporaneously; and

WHEREAS, the *2024 City-County NPDES Agreement* will be amended and replaced by this Agreement (the "*Agreement*" or the "*2025 City-County NPDES Agreement*"), and the *2024 Illicit Discharge Agreement* will be amended and replaced pursuant to a separate agreement between the Parties that will be approved and executed contemporaneously with this Agreement ("*2025 City-County Illicit Discharge Agreement*"); and

WHEREAS, the Parties represent that they each have 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. 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. AMENDMENTS

This Agreement may be amended in writing that is signed by each party and recorded in public records of Alachua County as required by 163.01(11), Florida Statutes .

3. EFFECTIVE DATE

Approval, execution and the recording of the 2025 City-County Illicit Discharge Agreement shall be a condition precedent to the enforceability of this Agreement. Provided that the forgoing condition precedent is satisfied, and provided that this Agreement is recorded in public records of Alachua County as required by 163.01(11), Florida Statutes, then this Agreement shall become effective on October 1, 2024.

4. TERM

Except as specified in Section 3, above, this Agreement shall begin on the Effective Date and shall remain in full force and effect through September 30, 2025, unless terminated earlier 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.

5. 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".

6. 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.

7. 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 one year period is FIVE HUNDRED FIFTEEN THOUSAND ONE HUNDRED DOLLARS (\$515,100.00). The County shall pay the City for the City's actual costs in providing the services in Attachment A, but not to exceed ONE

HUNDRED SIXTY THREE THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS (\$163,175.00) during the one year Term of this Agreement, as more particularly described in Table 3 of Attachment B. Reimbursements requests shall be made to the County no later than 60 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”).

8. 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.

9. 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: Cynthia Curry, City Manager
200 E. University Ave.
Gainesville, FL 32601
Phone: 352-334-5010
Fax: 352-334-3119

COUNTY: Michele L. Lieberman, 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

10. GOVERNING LAW

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. ENTIRE AGREEMENT

This Agreement, together with all Exhibits 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 *2025 FDOT Contract* and in the *2025 City-County Illicit Discharge Agreement*. All prior 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.

18. 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. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures

may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 FY 2025 is terminated.

E. In addition to the termination provisions provided in Sections 27.B., 27.C. and 27.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.

28. 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.

29. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Alachua County Board of County Commissioners

Attest:

By: Charles Chestnut IV
Charles Chestnut, IV Chair

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

Date: Nov 18, 2024

Approved as to Form By:

DocuSigned by:
David Forziano
70E5E81DBE1E403...
Alachua County Attorney

City of Gainesville

Attest:

By: Cynthia W. Curry
Cynthia W. Curry, City Manager

By: Kristen J. Bryant
Kristen J. Bryant, City Clerk

Date: 11/12/2024

Date: 11/12/2024

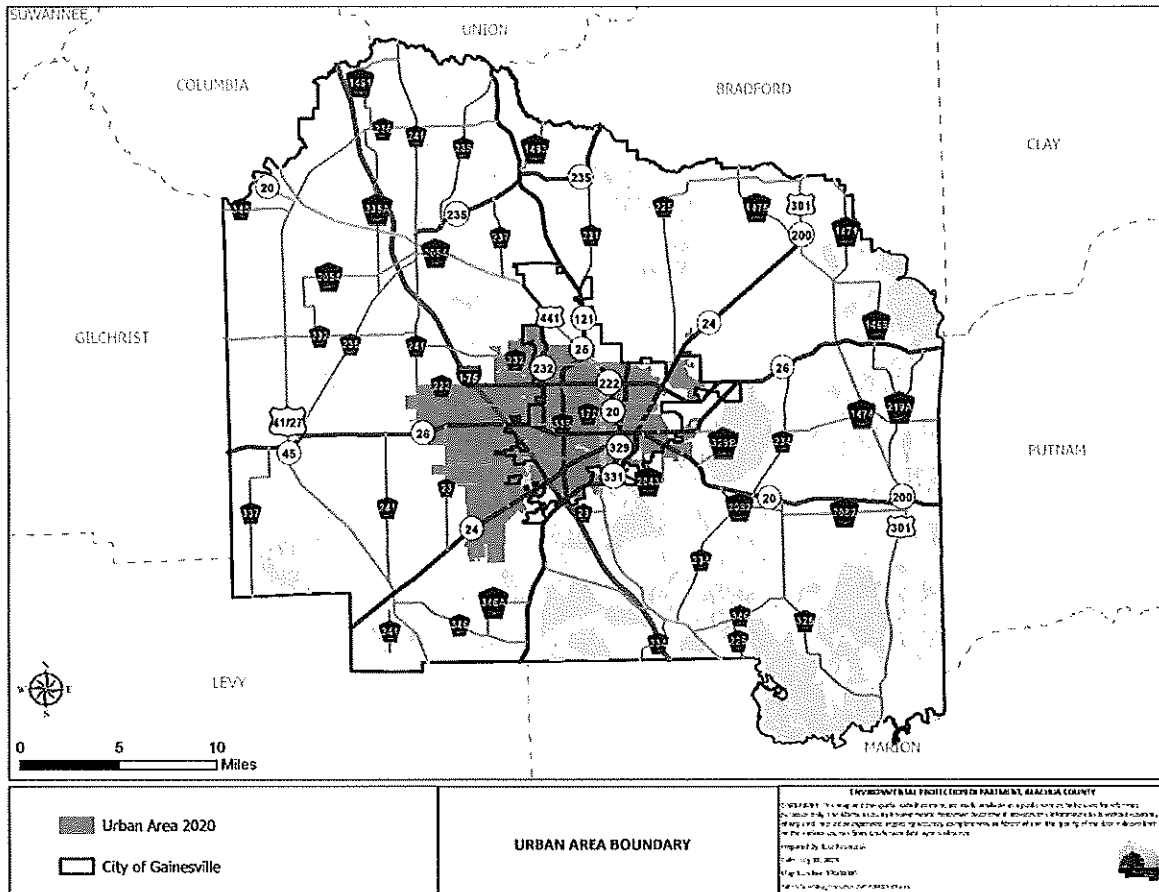
Approved as to Form and Legality:

Signed by:
David Schwartz
City Attorney

ATTACHMENT A

A. GAINESVILLE CLEAN WATER PARTNERSHIP ILLICIT DISCHARGES DETECTION AND ELIMINATION and MAPPING PROGRAMS

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 will be focused on the US Census 2020 Gainesville Urban Area as shown below, and fulfilled through programs and projects carried out through contracts and departmental efforts in order to meet the goals listed below.



1. MS4 Mapping.

Description: The City works with the County and the FDOT to maintain a storm sewer geodatabase that includes the location of outfalls and names and location of waters of the United States that receive discharges from those outfalls in the Gainesville Urban Area. An Illicit Discharge Detection and Elimination (IDDE) geodatabase is also maintained.

Measurable Goal: Development and maintenance of Municipal Separate Storm Sewer System geodatabase, Gainesville Urban Area Hydrologic Feature, and IDDE geodatabases. Continue to map and update new and current developments.

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

2. **Illicit Discharge Ordinance.**

Description: The City will work with the Alachua County Environmental Protection Department (ACEPD) to enforce the Alachua County Water Quality Code (WQC). This code defines and prohibits non-stormwater discharges into the storm sewer system. The WQC also includes irrigation restrictions and design standards to reduce nutrient pollution from over irrigation, fertilizer standards, and provisions to prohibit homeowner associations from prohibiting Florida Friendly Landscaping. Violations of the WQC will be enforced using civil citations and other provisions of Chapter 162, Part II, Florida Statutes and Chapter 24 of the Alachua County Code. Educational and enforcement actions related to the Water Quality Code will be included in quarterly reports.

Measurable Goal: Implement the Water Quality Code.

Implementation Schedule: Adoption completed, implementation is ongoing for the duration of the program. Any changes to the Code will be reported (including date).

3. **Illicit Discharge Detection and Elimination Standard Operating Procedure.**

Description: The City will work with Alachua County and the FDOT to update Standard Operating Procedures for the IDDE program.

Measurable Goal: SOP document

Implementation Schedule: The SOP will be updated as needed.

4. **Proactive Illicit Discharge Detection Inspections.**

Description: The City will work with ACEPD to continue expansion of 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 or the Hazardous Materials Code, both of which apply county wide. 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 770 regulated hazardous materials storage facilities in the US Census 2020 Gainesville Urban Area. 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. The following will be reported in the quarterly reports: number of hazardous materials storage facilities inspected, enforcement actions, the number of illegal discharges observed, and the number of emergency response discharges (typically fuel).

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

5. Illicit Discharge Detection Investigations.

Description: The City will work with ACEPD to continue a complaint investigation and response program that includes investigation and response to violations of potential non-storm water discharge MS4 prohibitions received from citizens, staff, and other agencies. All violations identified during investigations will be enforced using the provisions of the Water Quality Code or 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 may include site inspections and if necessary collection of water quality sampling and testing. Report the number complaints received, the number of investigations completed, and the number of illicit connections removed.

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

6. Illicit Discharge Elimination.

Description: The City will work with ACEPD to continue a program 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 interventions to prevent future discharge through our outfall reconnaissance inventory (ORI) program.

Periodically walking the urban creeks and doing an outfall reconnaissance inventory 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 during dry periods. The nature and extent of the discharge will be evaluated and steps will be taken to identify the responsible party and remediate any illicit discharge. Follow-up inspections will be conducted and collection of water quality in-situ parameters and laboratory testing may be conducted. All violations identified during the field activities will be enforced using the provisions of the Water Quality Code.

Measurable Goal: Keep records of field activities, inspections, enforcement actions, compliance assistance activities, interventions, and materials distributed. Report number of illicit discharges detected, inspections, and enforcement actions.

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

7. Illicit Discharge Information Provided to Employees.

Description: The City will work with ACEPD to offer interactive courses on stormwater pollution prevention and how to identify and report illicit discharges. These trainings is will be offered to key front line staff on an annual basis.

Measurable Goal: Update courses. Keep records of how many employees take the course annually.

Implementation Schedule: Interactive courses will be offered in 2025.

8. Illicit Discharge Information Provided to Businesses.

Description: The City will work with ACEPD to provide stormwater and illicit discharge elimination outreach and compliance assistance to commercial businesses on an as needed basis

based on complaints and visual observations during other programs. Best Management Practices and/or promotional items will be provided as appropriate. All violations identified during the program will be enforced using the provisions of the Water Quality or Hazardous Materials Code.

Measurable Goal: The number of site visits and potential stormwater issues identified will be reported. Enforcement activities will also be reported.

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

9. Illicit Discharge Detection-Citizen Complaints.

Description: The City will work with ACEPD to continue a complaint investigation and response program includes investigation and response to violations of potential non-storm water discharge MS4 prohibitions received from citizens. ACEPD will staff and promote the Clean Creeks Hotline for reporting complaints. All violations identified during investigations will be enforced using the provisions of the Water Quality Code or 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 may include site inspections and if necessary collection of water quality sampling and testing. Report the number complaints received, the number of investigations completed, and the number of illicit connections removed.

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

10. Illicit Discharge Information Provided to the Public.

Description: The City will work with ACEPD to maintain the AlachuaCountyWater.org and GainesvilleCreeks.org websites to offer public information about stormwater pollution and how to prevent it.

Measurable Goal: Report visits to AlachuaCountyWater.org and GainesvilleCreeks.org websites on a quarterly basis.

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

11. Florida Stormwater Erosion and Sedimentation Control Inspectors Course.

Description: The City will work with ACEPD to coordinate and implement the Florida Stormwater Erosion and Sedimentation Control Inspector's Course once per year.

Measurable Goal: Keep records of attendance and exam pass rate.

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

B. 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 will be focused on the US Census 2020 Gainesville Urban Area and 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

Description: 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, 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. Staff will review BMPs and make updates as appropriate.

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, update materials as needed, and conduct one targeted campaign per year.

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

B. Online Outreach

Description: Three websites for providing up to date and accurate information on stormwater pollution and water resources have been developed. www.GainesvilleCreeks.org provides information about local water bodies, the Gainesville Clean Water Partnership and how to reduce stormwater pollution to protect our 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 and outdoor water use which contributes to water pollution. Social media will also be used to engage audiences.

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 and coordinate ten boosted posts per year

Evaluation- Number of hits per page/video, frequency and reach from paid social media posts

C. Public Events

Description: 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 may 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

Description: Based on survey data, most citizens do not know to report illegal discharges to the stormwater collection system to ACEPD. The City will work with ACEPD to 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 Clean Creeks Hotline campaign and investigate integration of apps and online reporting mechanisms.

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

E. Stormwater Awareness Survey

Description: The Gainesville Clean Water Partnership has various methods for getting stormwater and water messages out to the public. It is often difficult to determine if these messages are effective in influencing public perceptions and behaviors. Surveys will be conducted as budget is available. ACEPD will strive to include surveys in grant funded projects. 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

F. Florida Friendly Landscapes (FFL)

Description: The City will work with the University of Florida Institute of Food and Agricultural Sciences Extension program to enhance both residential and commercial Florida Friendly Landscapes programs with stormwater pollution prevention outreach that encourages best management practices in landscape planning and management.

Goal- Increase public participation in creating and awareness of FFL

Audience- General audience, landscaping professionals

Action- Implement and maintain outreach and education programs

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

G. Creek Cleanup Events

Description: The City will work with Current Problems, Inc. to organize volunteer cleanup events that remove pollutants from local waterways. Cleanup events will also educate participants about pollution sources and best management practices to prevent stormwater pollution.

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)

2. Stormwater Pollution Prevention Campaigns-Social Marketing.

With support from the Gainesville Clean Water Partnership, ACEPD has created various campaigns designed to influence behaviors to reduce water pollution. Below is a summary of the current campaigns. The City will work with ACEPD to determine which campaigns to focus on each year based on past survey results. ACEPD will use additional County funds and grant funds (other than GCWP funds) as they become available to extend the reach of campaigns.

A. Pet Waste Campaign

Description: 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. The City will work with ACEPD to 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 bacteria 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

Description: 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. The City will work with ACEPD to 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 as deemed appropriate.

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 campaign components 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)

C. Fertilizer Social Marketing Campaign

Description: A social marketing behavior campaign was designed to reduce stormwater pollution by encouraging better fertilizer practices. The City will work with ACEPD to continue to run media, promote the campaign with lawn care professionals and municipal employees, and use additional marketing channels (social media, presentations, utility mailers, etc.) to promote the campaign, as appropriate.

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- Implement and evaluate campaign

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

D. #NoFilter Campaign

Description: Survey data has shown that many residents believe stormdrains lead to treatment plants. The #NoFilter campaign was created to increase awareness and decrease illicit discharges. The City will work with ACEPD to continue to run media and promote the campaign during this contract, as appropriate.

Goal- Reduce bacteria and nutrients in water bodies by decreasing illicit discharges

Audience- General public

Action- Implement campaign

Evaluation- Self reported behavior change survey, Number of impressions from paid advertisements (commercials and social media marketing)

E. Fats Oils and Greases Social Marketing Campaign

Description: The City, ACEPD and partners are collaborating on a social marketing behavior campaign designed to reduce the number of sanitary sewer overflows by changing how residents dispose of used cooking oil and grease. GRU and the Alachua County Hazardous Waste Collection Center joined ACEPD and the Gainesville Clean Water Partnership (GCWP) in creating the campaign. The City will work with ACEPD to continue to run media and use additional marketing channels (social media, presentations, etc.) to promote the campaign as appropriate.

Goal- Reduce bacteria and nutrients in water bodies by decreasing potential Sanitary Sewer Overflows

Audience- Homeowners, Apartment Complexes

Action- Implement campaign

Evaluation- Self reported behavior change survey, Number of impressions from paid advertisements (commercials and social media marketing)

3. Youth Outreach

A. Stormwater Classroom Presentations

Description: The City will work with ACEPD to implement classroom presentations to youth. ACEPD has developed multiple interactive presentations (Enviroscape, Water's Journey, Macroinvertebrate investigations, Springs Protection, etc.) which use curriculum standards to address the importance of reducing stormwater pollution and protecting water resources to students of various ages. ACEPD staff will visit classrooms to deliver the various programs.

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

Description: The City will work with ACEPD to 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, 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 year

Evaluation- Number of attendees and exhibitors

C. Camp Programs

Description: Local camp programs (summer and school breaks) are often looking for environmental activities and speakers. The City will work with ACEPD to offer 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

Description: This project involves engaging students and adults in exploring solutions to non-point source pollution through field trips to local water resources. The City will work with ACEPD to conduct at least one field trip per year that creates a hands-on experience for students, teachers, volunteers, or community members. Field trips could include locations such as Sweetwater Wetlands Park, the UF SEEP, Alachua Sink, local watershed tours, local springs, and more.

Goal- To increase knowledge of non-point source pollution and water quality and quantity issues in order to promote behavioral changes that reduce pollution and 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

C. GAINESVILLE CLEAN WATER PARTNERSHIP GOOD HOUSEKEEPING PROGRAM

The goals of the *Municipal Operation Pollution Prevention/Good Housekeeping Program* are to maintain 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 will be focused on the US Census 2020 Gainesville Urban Area. It 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. Best Management Practices for Good Housekeeping.

Description: The City will work with the County to prevent or reduce pollutant runoff from MS4 operator activities by assisting County employees, especially field personnel and facility managers in coordination of development, implementation, maintenance and reporting of BMPs related to MS4 operator activities.

Measurable Goal: Assist in development, implementation, maintenance and reporting of BMPs related to MS4 operator activities.

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

B. Good Housekeeping Information Provided to Employees.

Description: The City will work with ACEPD to update and offer training on stormwater pollution prevention and how to maintain pollution prevention and good housekeeping practices at work. These trainings is will be offered to key front line staff on an annual basis.

Measurable Goal: Update and offer trainings Keep records of how many employees complete the trainings annually.

Implementation Schedule: An interactive course for County employees and training informational materials have been developed by the Gainesville Clean Water Partnership and are offered to applicable staff.

2. Gainesville Clean Water Partnership Administration

A. Permit Administration

Description: 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.

Measurable Goal: Correspond with permit administrators regarding NPDES Phase II permit requirements and associated programs and communicate with City and County permit holders as needed.

Implementation Schedule: Permit correspondence in accordance with FDEP and USEPA deadlines and standards as needed.

B. Partnership Administration

Description: Coordinate Gainesville Clean Water Partnership including City and County Public Works Departments and designated “Partners”, County Environmental Protection Department, additional Partnership contractors and collaborators.

Measurable Goal: Hold quarterly meetings with Partners, create quarterly reports outlining Partnership activities, manage Partnership budgeting, track expenditures, establish and maintain associated contracts. Number of meetings held, reports completed.

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

D. GAINESVILLE CLEAN WATER PARTNERSHIP STREAM AND RAIN GAGE PROGRAM

The goals of the *Stream and Rain Gage Program* is maintain stream and rain gage networks for the purposes of gathering precipitation and discharge data for use in modeling for water quantity and quality.

1. Stream Gage Network Maintenance

Description: The City maintains contracts with ACEPD and Hydrologic Data Collection, Inc. to support an existing stream gage network made up of five 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 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)
- Little Hatchet Creek North Branch – near NE 52nd Drive

Measurable Goal: To maintain a local stream gage station network and maintain accurate, reliable data from associated stations.

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

2. Rain Gage Network Maintenance

Description: The City maintains contracts with ACEPD and Hydrologic Data Collection, Inc. to support an existing rain gage network made up of six stations. Rain Gage data is recorded every 15 minutes. Once a month, data is tracked and inspections of stations take place to address any gage issues. Minimum, maximum and total rainfall values are calculated by day and shared with staff on a quarterly basis. The existing rain gage network is as follows:

- Rain Gage at COG Fire Station 1: 525 S Main Street, Gainesville
- Rain Gage at COG Fire Station 3: 900 NE Waldo Road, Gainesville
- Rain Gage at COG Fire Station 4: 10 SW 36th Street, Gainesville
- Rain Gage at COG Fire Station 7: 5601 NW 43rd Street, Gainesville
- Rain Gage at COG Fire Station 9: 4213 SW 30th Avenue, Gainesville
- Rain Gage at Public Works Center: 405 NW 39th Ave, Gainesville

Measurable Goal: To maintain a local rain gage station network and maintain accurate, reliable data from associated stations.

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

ATTACHMENT B

GAINESVILLE CLEAN WATER PARTNERSHIP NPDES PROGRAM BUDGET 2025

Table 1. Total FY25 Program Cost

Program Area	FY2025
Illicit Discharge	\$140,800
Public Outreach	\$123,800
Good Housekeeping	\$172,650
Stream and Rain Gage Maintenance	\$29,900
Enhanced Mapping	\$47,950
Total	\$515,100

Table 2. Total FY25 Budget Share Allocation

	FDOT Contribution	City Contribution	County Contribution	Totals
Program Area				
Illicit Discharge	\$57,024	\$50,266	\$33,510	\$140,800
Public Outreach	\$50,139	\$44,197	\$29,464	\$123,800
Good Housekeeping	NA	\$103,590	\$69,060	\$172,650
Stream and Rain Gage Maintenance	NA	\$17,940	\$11,960	\$29,900
Enhanced Mapping	NA	\$28,770	\$19,180	\$47,950
Total Contribution	\$107,163	\$244,762	\$163,175	\$515,100

Table 3. City and FDOT payment schedule

	FY2025
FDOT	107,163
City	244,762

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

	FY2025
County	163,175


20240910_BoCC__0736_ILA_FOR_ALLOCATI ON_AND_IMPLEMENTATION_OF_NATIONAL _POLLUTANT_DISCHARGE_ELIMINATIO aTF by CAO


Final Audit Report


2024-11-18


Created:	2024-11-14
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAwrhONTrTJDq3HCryi7H59qHX_dt4hq0R


"20240910_BoCC__0736_ILA_FOR_ALLOCATION_AND_IMPL EMENTATION_OF_NATIONAL_POLLUTANT_DISCHARGE_EL IMINATIO aTF by CAO" History


 Document created by Steve Donahey (asd@alachuaclerk.org)
2024-11-14 - 7:19:18 PM GMT- IP address: 216.194.145.253

 Document emailed to bocchairsignature@alachuacounty.us for signature
2024-11-14 - 7:20:24 PM GMT


 Email viewed by bocchairsignature@alachuacounty.us
2024-11-18 - 7:27:17 PM GMT- IP address: 149.19.43.13


 Signer bocchairsignature@alachuacounty.us entered name at signing as Charles S. chestnut, IV
2024-11-18 - 7:28:06 PM GMT- IP address: 149.19.43.13

 Document e-signed by Charles S. chestnut, IV (bocchairsignature@alachuacounty.us)
Signature Date: 2024-11-18 - 7:28:08 PM GMT - Time Source: server- IP address: 149.19.43.13

 Document emailed to jki@alachuaclerk.org for signature
2024-11-18 - 7:28:14 PM GMT

 Email viewed by jki@alachuaclerk.org
2024-11-18 - 7:31:39 PM GMT- IP address: 216.194.145.253

 Signer jki@alachuaclerk.org entered name at signing as Jess Irby
2024-11-18 - 7:32:02 PM GMT- IP address: 216.194.145.253

 Document e-signed by Jess Irby (jki@alachuaclerk.org)

Signature Date: 2024-11-18 - 7:32:04 PM GMT - Time Source: server- IP address: 216.194.145.253

 Agreement completed.

2024-11-18 - 7:32:04 PM GMT