

**INTERLOCAL AGREEMENT BETWEEN
THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF
LABORATORIES AND LEON COUNTY
ANALYSIS OF STREAM CONDITION INDEX SAMPLES**

This Agreement is made and entered into this ____ day of _____, 2010, by and between the **State of Florida Department of Environmental Protection, Bureau of Laboratories**, hereinafter referred to as the DEP, and **Leon County**, a political subdivision of the State of Florida and Charter County, hereinafter referred to as the COUNTY.

WITNESSETH

WHEREAS, the DEP is responsible for administering, development, and load allocations for the Total Maximum Daily Load (TMDL) program for the State of Florida, as established by Chapter 99-223, Florida Administrative Code (F.A.C.); and,

WHEREAS, the DEP encourages local participation in the TMDL program; and,

WHEREAS, the COUNTY has a vested interest in the collection of scientifically accurate water quality data; and

NOW THEREFORE, in consideration of the cooperative effort between the parties contained herein, the parties hereto agree as follows:

1. The Interlocal Agreement shall begin upon execution by both parties and remain in effect until December 31, 2010.
2. The COUNTY shall collect Stream Condition Index samples at locations determined by the COUNTY and DEP, in support of the DEP's TMDL program. The COUNTY shall only collect samples within their geographical jurisdiction.
3. All COUNTY sampling personnel must be qualified by DEP and the sample collections conducted in accordance to Chapter 62-160, F.A.C.
4. The COUNTY shall maintain a DEP Chain of Custody for each sampling event and shall submit all samples, either at the completion of each sampling day or by 9:30 a.m. the next day, to the DEP main laboratory at 2600 Blair Stone Road, Tallahassee, Florida.
5. The DEP shall analyze up to 25 samples submitted by the COUNTY and DEP shall provide all analytical results to the COUNTY in a timely manner.
6. The COUNTY shall pay FDEP for up to 25 sample analyses at \$420 per sample, for a total cost of up to \$10,500 for services rendered under this agreement.

7. Either party may terminate this Agreement by providing thirty (30) days notice to the other party.
8. No amendment or modification to this Agreement shall be binding unless the same shall be in writing and signed by both of the parties hereto.
9. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
10. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to the COUNTY as follows:

County Administrator
Leon County Courthouse
301 S. Monroe Street, 5th Floor
Tallahassee, Florida 32301

and to the DEP as follows:

Kate Brackett, MS 6512
FL DEP Bureau of Laboratories 2600 Blair Stone Rd.
Tallahassee, Florida 32399

IN WITNESS WHEREOF, the DEP and COUNTY have caused this Agreement to be executed by their duly authorized representatives effective the date first written above.

LEON COUNTY, FLORIDA

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Parwez Alam, County Administrator
Board of County Commissioners

By: _____
Jerry Brooks, Director
Division of Environmental Assessment and
Restoration or Designee

Attest:

By: _____
Bob Inzer, Clerk of the Court

Approved as to form:

By: _____
Herbert W.A. Thiele, Esq.
County Attorney