

FM No: 23350917401
FEID No: VF-596000531181

Attachment C-1
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM to INTERLOCAL AGREEMENT

Between Broward County and Parties to Share the Resource Burden of the System Wide EPA National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit No. FL000016 and to Authorize Broward County to Conduct Specific Technical Activities Required by the Second Five Year permit to be Performed by Broward County Department of Planning and Environmental Protection

THIS ADDENDUM, shall be effective as of the 30th day of JUNE, 2004, by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT**, and the **BROWARD COUNTY Department of Planning and Environmental Protection**, located at **218 S. W. 1st Avenue, Fort Lauderdale, Florida 33301**, hereinafter called the **COUNTY** or **PARTICIPANT**.

WITNESSETH

WHEREAS, the **DEPARTMENT** and the **COUNTY** are desirous of having the **COUNTY** deliver certain services, hereinafter known as the "Project," in connection with State FM Number **23350917401**, by helping the Department with its **NPDES MS4 Permit requirements** in Broward County, Florida. Refer to Attachment "A" of the main body of the Interlocal Agreement for a detailed Scope of Services; and,

WHEREAS, the services are in the interest of both the **COUNTY** and the **DEPARTMENT** and it would be more practical, expeditious, and economical for the **COUNTY** to perform such activities; and,

WHEREAS, the **COUNTY** by Motion to Approve adopted on June 29, 2004, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this ADDENDUM.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the **PROJECT**, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The **COUNTY** shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The **DEPARTMENT** agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the **COUNTY** at no extra cost.
4. The **COUNTY** shall have the sole responsibility for resolving claims and requests for additional work for the Project. The **COUNTY** will make reasonable efforts to obtain the **DEPARTMENT** input in its decisions.
5. The **DEPARTMENT** agrees to pay the **COUNTY** for the services described in Attachment "A" of the Agreement. The Total **DEPARTMENT** contribution towards this project is estimated to be **SEVENTY-TWO THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$72,970.00)**. The Project cost shall be allocated and expended in accordance with the Method of Compensation as outlined in the attached Exhibit B.
6. Should the **DEPARTMENT** and the **COUNTY** decide to proceed with subsequent phases of the Project, the ADDENDUM may be amended to identify the respective responsibilities and the financial arrangements between the parties.
7. This ADDENDUM and any interest herein shall not be assigned, transferred or otherwise encumbered by the **COUNTY** under any circumstances without the prior written consent of the **DEPARTMENT**. However, this ADDENDUM shall run to the **DEPARTMENT** and its successors.
8. Except as otherwise set forth herein, this ADDENDUM shall continue in effect and be binding to both the **COUNTY** and the **DEPARTMENT** until the Project is completed.
9. The **DEPARTMENT** shall be entitled to perform any necessary inspection services, surveillance and monitoring procedures (in addition to that of the **COUNTY**) as it feels is necessary on its own MS4 systems.
10. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statutes.
11. If this Addendum involves units of deliverables, then such units must be received and accepted in writing by the Project Manager prior to payments. The Department

will render a decision on the acceptability of services within ten (10) working days of receipt of a progress report. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the COUNTY promptly when work is subsequently performed.

12. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
13. Bills for travel expenses specifically authorized in this Addendum shall be submitted on the Department's Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.
14. Participants providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has (5) five working days to inspect and approve the goods and services. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.
17. Records of costs incurred under the terms of this Addendum shall be maintained and made available upon request to the Department at all times during the period of this Addendum and for **five** years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other

records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000,00) and which have a term for a period of more than one year."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. The **COUNTY** warrants that it has not employed or obtained any company or person, other than bona fide employees of the **COUNTY**, to solicit or secure this ADDENDUM, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the **COUNTY**. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the ADDENDUM without liability.
21. To the extent allowed by the Laws of Florida, the **COUNTY** hereby agrees to indemnify, defend, save, and hold harmless the **DEPARTMENT** from all claims, demands liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission, or commission of the **COUNTY**, its agents, or employees, arising out of this contract or the work which is the subject hereof. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
22. This ADDENDUM is governed by and construed in accordance with the laws of the State of Florida.

23. This document incorporates and includes the Agreement and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Addendum that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
24. Any or all notices (except invoices) given or required under this Addendum shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: District NPDES Permit Engineer,
Clark Turberville (954) 777-4377
With a copy to: Bobbi Spitzkopf, FDOT Project Manager
A second copy to: Dawn Raduano, District General Counsel

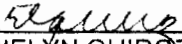
If to the COUNTY:

Broward County Dept. of Planning and Environmental Protection
218 S. W. 1st Avenue Fort Lauderdale, FL 33301
Attn: John Crouse, Engineer IV (954) 519-1264
With a copy to: Ashok Raichoudhury (954) 519-1490 F596000531181

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IN WITNESS WHEREOF, this Addendum is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Addendum by Motion to Approve adopted on JUNE 30, 200~~8~~⁷, hereto attached.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: 
ROSIELYN QUIROZ
ACTING DIRECTOR OF ADMINISTRATION

APPROVED: (AS TO FORM)

BY: 
DISTRICT GENERAL COUNSEL

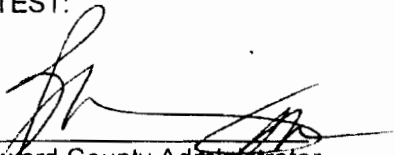
APPROVED:

BY: 
PROFESSIONAL SERVICES ADMINISTRATOR

IN WITNESS WHEREOF, the parties have made and executed this Addendum on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 29th day of June, 2004, and _____, signing by and through its _____, duly authorized to execute same.

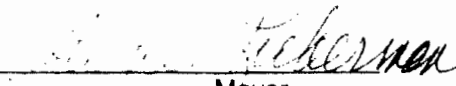
COUNTY

ATTEST:



Broward County Administrator,
as Ex-Officio Clerk of the Broward
County Board of County Commissioners

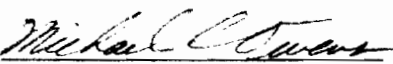
BROWARD COUNTY, by and through
its Board of County Commissioners

By: 

Mayor

29th day of June, 2004

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: 

Michael C. Owens
Assistant County Attorney



**EXHIBIT A
METHOD OF COMPENSATION**

For services rendered in Attachment "A" of the Agreement, the DEPARTMENT shall reimburse the COUNTY an amount equal to the annual appropriation by the Florida Legislature.

1. The DEPARTMENT may advance the amounts specified below which are equal to the DEPARTMENT's participation in the estimated cost of the project.
2. The advanced amount may be paid after execution of the Agreement and this Addendum within the fiscal year of the project funding in the Department's Adopted Work Program.
3. The amount advanced after execution shall be deducted from latter months' payment(s) or the final payment.
4. The COUNTY will submit an invoice for the advance.

The DEPARTMENT shall pay to the COUNTY, the total amount of **SEVENTY-TWO THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$ 72,970.00)**.

District 4 Installments & Estimated Payment Date:

FDOT DISTRICT FOUR PAYMENTS	
8/30/03	\$12,150
5/1/04	\$16,360
5/1/05	\$14,243
5/1/06	\$14,812
5/1/07	\$15,405
Total	\$72,970

The DEPARTMENT shall receive status of work completed by the COUNTY every 6 months. Properly documented status reports shall include a statement of the status of the work that shall have been completed on behalf of the DEPARTMENT and a description of work to be accomplished due the next status period. The COUNTY shall maintain records in sufficient detail to allow a proper pre-audit and post-audit thereof. The invoices shall be sent to the following addresses:

Clark Turberville
 FDOT - District 4
 3400 West Commercial Blvd.
 Ft. Lauderdale, FL 33309
 (954)777-4377

The DEPARTMENT is not required by the Interlocal Agreement to provide information to Broward County which is not required by the NPDES Permit.

The DEPARTMENT will pay for only those activities which the NPDES permit requires the DEPARTMENT to perform. Activities, for which the COUNTY plans to develop programs or procedures for the DEPARTMENT to implement or follow, shall be so done with the cooperation or consent of the DEPARTMENT. When possible, the DEPARTMENT shall be allowed to utilize COUNTY resources, such as the pollution prevention hotline, for permit requirements.

Any Amendments or Supplements to this Addendum shall be effective when executed by both the COUNTY and the DEPARTMENT.