

Appropriation Bill Number(s)/Line Number (s)

Contract No.: _____

SB 2500: _____

FM No: 233509-8-74-01

CSFA No.: 55.023

FEID No: F-596-000-531

DUNS No.: 80-939-7102

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

THIS Joint Participation Agreement (hereinafter referred to as "Agreement"), entered into this _____ day of _____, 2017, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the Broward County, located at 1 North University Drive, Plantation, Florida 33324, hereinafter referred to as the LEAD PERMITTEE.

WITNESSETH

WHEREAS, the United States Environmental Protection Agency (hereinafter referred to as EPA) on the 31st day of October, 1996, issued its National Pollutant Discharge Elimination System Permit (hereinafter referred to as the "NPDES-MS4 Permit") to twenty-nine (29) governmental entities designated as Broward County –Municipal Separate Storm Sewer System (MS4) Permittees (hereinafter referred to jointly as the "the Permittees"); and,

WHEREAS, EPA has since delegated its regulatory and enforcement authority relating to the NPDES- MS4 Permit to the Florida Department of Environmental Protection (FDEP); and,

WHEREAS, Section 403.0885, Florida Statutes, established the federally approved state NPDES Program; and

WHEREAS, FDEP Rule 62-4.052, Florida Administrative Code, implemented an annual regulatory program and fees to effect the legislative intent that FDEP's cost for administering the NPDES program be borne by regulated entities; and

WHEREAS, at or before the expiration of each NPDES MS4 Permit, the Permittees must file a re-application to FDEP for renewal of the NPDES MS4 Permit for a subsequent term; and

WHEREAS, the NPDES MS4 Permits granted by FDEP to the Permittees contain separate obligations and responsibilities for each individual Permittee, as well as obligations and responsibilities that may be performed jointly by the Permittees; and

WHEREAS, due to the number of Permittees and the tasks that must be performed jointly under the NPDES -MS4 Permit, it would be more economically and administratively feasible to allocate duties, responsibilities, and cost associated with NPDES MS4 Permits pursuant to individual agreements between each Permittee and LEAD PERMITTEE; these tasks shall be known as the "Project"; and

WHEREAS, the parties hereto are authorized pursuant to chapter 163, Part I, Florida Statutes, as amended, and other statutes to enter into this Agreement and do hereby adopt, ratify, and confirm the provisions and incorporation herein of Subparagraph (9), Section 163.01, Florida Statutes; and

WHEREAS, said Project is for the State Highway System, is not revenue producing and is contained in the DEPARTMENT'S Adopted Work Program; and

WHEREAS, on June 19th, 2012 the DEPARTMENT entered into a 5-year National Pollutant Discharge Elimination System – Municipal Separate Storm Sewer System (NPDES-MS4) Permitting Agreement (AQN-50) with the LEAD PERMITTEE, per the State of Florida's Department of Environmental Protection's (FDEP) Permit No. FLS000016-003; and

WHEREAS, the NPDES MS4 Permit is a continuing required permit for various areas within the DEPARTMENT; and

WHEREAS, generally permits are issued for 5 years and extended until the new 5-year permit is ready to be issued (therefore the 5-year permit is generally for a time greater than 5 years); and

WHEREAS, Amendment No. One (1) of the Agreement (AQN-50) was executed on May 17, 2013. Supplemental funds were added to the Agreement, via said Amendment, in order to Amend for future years in connection with FM Number 233509-8-74-01 for the National Pollutant Discharge Elimination System- Municipal Separate Storm Sewer "NPDES-MS4" Permitting requirements ; and

WHEREAS, after the permit is issued, the LEAD PERMITTEE must calculate the services required and calculate each permittee's share; and

WHEREAS, FDEP issued a new NPDES-MS4 Permit No. FLS 000016-004 on January 5, 2017; and

WHEREAS, the DEPARTMENT and the LEAD PERMITTEE are desirous of having the LEAD PERMITTEE make certain services in connection with Financial Management Number 233509-8-74-01 (Funded in the Department's Fiscal Years 2018 through 2021 as defined in Paragraph 5 of this Agreement) for the National Pollutant Discharge Elimination System - Municipal Separate Storm Sewer System "NPDES-MS4"; Permitting in Broward County, Florida. Refer to **Exhibit A**, Scope of Services & Deliverables, attached hereto and made a part hereof; and

WHEREAS, for purposes of this Agreement, services to be performed as stated above are hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the LEAD PERMITTEE and the DEPARTMENT and it would be more practical, expeditious, and economical for the LEAD PERMITTEE to perform such activities; and

WHEREAS, the LEAD PERMITTEE by Agenda Item No. _____ approved on _____, 20____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

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. For the purpose of this agreement, the DEPARTMENT shall be considered the District 4.
3. The LEAD PERMITTEE shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards. The LEAD PERMITTEE shall also be responsible for the administration and technical coordination required for the Project.
4. The LEAD PERMITTEE shall have the sole responsibility for resolving claims and requests for additional work for the Project. The LEAD PERMITTEE will make best efforts to obtain the DEPARTMENT's input in its decisions.
5. Funding Year: The term "Funding Year" is hereby defined as the time frame of the required services needed for the NPDES permitting, as shown below:
 - a. Funding Year 2017 – from October 2, 2017 through January 4, 2018.
 - b. Funding Year 2018 – from January 5, 2018 through January 4, 2019.
 - c. Funding Year 2019 – from January 5, 2019 through January 4, 2020.
 - d. Funding Year 2020 – from January 5, 2020 through January 4, 2021.
 - e. Funding Year 2021 – from January 5, 2021 through January 4, 2022.

The parties acknowledge that the above is for definitional purposes only since the DEPARTMENT's true fiscal year is on a different term basis than that shown above. The DEPARTMENT's fiscal year begins on July 1 and ends on June 30.

6. Term of Agreement. This Agreement shall be effective and shall continue in full force and effect for the duration of the fourth cycle of NPDES MS4 Permit term, and any extension or continuation of the Permit's effectiveness pursuant to Rule-4.090, F.A.C., unless a party to this Agreement provides written notice of termination to the other party at least thirty (30) days prior to the end of the prior Fiscal Year, or unless the Agreement has been previously

terminated as provided herein. This Agreement may be extended in writing by the mutual consent of the parties.

If the expiration of the fourth cycle NPDES MS4 Permit is achieved before FDEP issues the permit renewal, then the term and conditions of the fourth cycle permit are still in effect under Rule 62-4.090, F.A.C.; therefore, the LEAD PERMITTEE and the Permittees agree to continue to provide the services indicated in this Agreement. The Permittees continue to provide the financial contribution in proportion to the number of days between the expiration of the fourth cycle permit and the issuance date of the fifth cycle permit with an escalation factor of two and half percent each year.

7. The LEAD PERMITTEE shall furnish the services in relation to this Project as detailed in **Exhibit A** of this Agreement. The DEPARTMENT agrees to provide an advance payment to the LEAD PERMITTEE for services described in **Exhibit A**, at the compensation stated in paragraph 8. The total DEPARTMENT's share towards this Project is estimated to be an amount not to exceed NINETY NINE THOUSAND NINE HUNDRED AND FOUR DOLLARS AND ZERO CENTS. (\$99,904.00) for actual costs incurred as detailed in the Budget Allocation Breakdown. If the DEPARTMENT's cost of total Project exceeds the DEPARTMENT's share of NINETY NINE THOUSAND NINE HUNDRED AND FOUR DOLLARS AND ZERO CENTS. (\$99,904.00), the LEAD PERMITTEE will inform the DEPARTMENT in a timely manner so that both parties may enter into a supplemental amendment to cover the difference in costs.

8. The DEPARTMENT acknowledges that the amounts due per fiscal year will constitute prepayment for services provided under this agreement. The DEPARTMENT acknowledges that the advance payment referenced below will be sufficient to pay for the DEPARTMENT's share of the total services required for each fiscal year unless unexpected additional costs and expenses should arise. The advance payments shall be established as follows:

Estimated Advance Payment Schedule		
DEPARTMENT's Fiscal Year(s)	Funding Year(s)	Estimated Advance Payment Amount
2017/2018	2017 and 2018	\$29,695.00*
2018/2019	2019	\$22,828.00
2019/2020	2020	\$23,398.00
2020/2021	2021	\$23,983.00
Total		\$99,904.00
Total Department Contribution		\$99,904.00

*This amount includes \$7,436 for Funding Year 2017 and \$22,259 for Funding Year 2018. Other funds for services prior to October 2, 2017, have been paid under the previous

agreement. Advance payments shall be made to the LEAD PERMITTEE by September 15 of each year, except for the current year 2017/2018 which shall be made within thirty days of LEAD PERMITTEE invoice.

The LEAD PERMITTEE will provide a cost invoice and a budget allocation breakdown to the DEPARTMENT of the amount that the DEPARTMENT will be requested to pay in advance for each fiscal year as described above. The LEAD PERMITTEE will submit an invoice for the advance after July 1st, but no later than July 15th. If the invoiced amount is greater than the amount shown in the table above, the parties shall execute a supplemental agreement or amendment.

9. The LEAD PERMITTEE acknowledges and agrees that the DEPARTMENT's obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature. The advance payment may be released after execution of this Agreement and within the fiscal year of the Project funding in the Department's Adopted Work Program.
10. In the event the Project costs or Project modifications increase or exceed the amount authorized in paragraph 7, the DEPARTMENT and the LEAD PERMITTEE shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the Project. Any funding increase or modifications to the Project shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the LEAD PERMITTEE and the DEPARTMENT fail to negotiate an amendment for any reason whatsoever, then the increase in the Project costs will be the sole responsibility of the LEAD PERMITTEE. However, the LEAD PERMITTEE may terminate this Agreement in accordance with the terms set forth in this Agreement.
11. The LEAD PERMITTEE shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion, based on the terms and conditions of Permit No. FLS000016-004. The deliverables for the Project are shown in **Exhibit A**.
12. Invoices shall be submitted by the LEAD PERMITTEE in detail sufficient for proper pre audit and post audit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in **Exhibit A**. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.
Documentation must be provided in writing as evidence that all deliverables were received from the LEAD PERMITTEE, in accordance with **Exhibit A** & Permit No. FLS000016-004 and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in in this paragraph has been met.

Evidence required for **Exhibit A** items are as follows:

- a) Item I – Execution of this Agreement.
 - b) Item II – Annual Report provided upon completion.
 - c) Item III – Standardized forms and guidance documents, with annual updates provided upon completion.
 - d) Item IV – Reactive Investigation Report provided prior to the submittal of each Annual Report.
 - e) Item V – High Risk Facility Inspection Report provided prior to the submittal of each Annual Report.
 - f) Item VI – Training materials provided on an annual basis.
 - g) Item VII – Pollutant load estimates provided to FDEP in Year 3 Annual Report and provided prior to the submittal of the Annual Report.
 - h) Item VIII – Monitoring Report provided in Annual Report.
 - i) Item IX – Meeting notifications sent to the DEPARTMENT’s Project Manager and designees, as requested, and meeting minutes provided upon completion.
 - j) Item X – Copies of remittances provided to the DEPARTMENT’s Project Manager.
13. The LEAD PERMITTEE must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 days time period may not be paid. The final balance due under this Agreement will be reimbursed upon the completion of all Project services and receipt of final cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.
14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the DEPARTMENT’s Comptroller under Section 334.044(29), Florida Statutes.
15. The LEAD PERMITTEE providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice from the LEAD PERMITTEE, the DEPARTMENT has five (5) working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

16. If payment is not available within forty (40) calendar 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 LEAD PERMITTEE. Interest penalties of less than one (1) dollar will not be enforced, unless the LEAD PERMITTEE requests payment. Invoices that have to be returned to the LEAD PERMITTEE because of LEAD PERMITTEE 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.
17. A Vendor Ombudsman has been established within the Department of Financial Services. 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) 413-5516.
18. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) 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 LEAD PERMITTEE'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.
19. 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 \$25,000.00 and which have a term for a period of more than 1 year."

20. The LEAD PERMITTEE will comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.
21. The LEAD PERMITTEE warrants that it has not employed or obtained any company or person, other than bona fide employees of the LEAD PERMITTEE, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the LEAD PERMITTEE. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
22. Entire Agreement. This Agreement represents the agreement between the parties with respect to the subject matter hereof.
23. Construction. The preparation of this Agreement is considered a joint effort of the parties and accordingly this Agreement shall not be construed more severely against one of the parties than the other.
24. Discrimination. The LEAD PERMITTEE and DEPARTMENT agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
25. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
26. Severability. If any part of this Agreement is contrary to, prohibited, by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible, unless the prohibited or invalid provision reduces the payment obligations of the DEPARTMENT, in which event this Agreement may be thereupon terminated by the LEAD PERMITTEE.
27. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in Broward County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

28. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
29. Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.
30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
31. Recordation. A copy of this Agreement shall be recorded in the Public Records of Broward County, Florida.
32. Effective Date. The Agreement shall be effective as of the last date that it is signed by all parties hereto.
33. In the event it becomes necessary for the DEPARTMENT or LEAD PERMITTEE to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
34. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
35. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the LEAD PERMITTEE under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
36. Termination. The LEAD PERMITTEE, in order to carry out the duties and obligations it has assumed herein, will be required to enter into contractual arrangements with third parties for the provision of certain services and in that the DEPARTMENT is dependent upon the LEAD PERMITTEE to carry out the duties and responsibilities the LEAD PERMITTEE has assumed herein, neither party to this Agreement may terminate the Agreement during any Project Year except for the following enumerated reasons, namely:
 - a. The failure by the DEPARTMENT to pay in accordance with the provisions of this Agreement.
 - b. The failure by the LEAD PERMITTEE, after receiving written notification by the DEPARTMENT identifying any alleged default by the LEAD PERMITTEE of its

- obligations under the terms of this Agreement, to correct said alleged default within thirty (30) days of receipt of DEPARTMENT's notice.
- c. The DEPARTMENT being released from any obligation under the NPDES Fourth Term Permit.
 - d. The failure by the LEAD PERMITTEE to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or reviewed by the LEAD PERMITTEE in conjunction with the scope of work covered under the terms of this Agreement.
 - e. Failure of the DEPARTMENT to receive annual legislative appropriation for herein required payments.
37. Termination Notice: A party authorized to terminate the Agreement for the above enumerated reasons must provide thirty (30) days prior written notice to the other party of said terminating party's decision to terminate unless another termination is set forth in other Sections of this Agreement. After the notice has been issued and confirmation of receipt received, termination shall be effective once the required advance notice time period has elapsed unless the reason for the termination is corrected within the advance notice time period or the party that issued such notification withdraws in writing said termination notice.
38. Effect of Termination: In the event of termination of this Agreement by the DEPARTMENT, the DEPARTMENT shall be individually responsible as of the effective date of termination for all requirements of the NPDES Fourth Term Permit as designated therein as the individual responsibility of DEPARTMENT, and the LEAD PERMITTEE shall not be responsible for the individual obligations.
39. Costs and Expenses: Irrespective of which party elects to terminate this Agreement under one of the optional termination provisions of this Agreement, or in the event of a failure to pay by the DEPARTMENT to the LEAD PERMITTEE the amounts due under and pursuant to the terms of this Agreement, the parties agree that any cost and expenses previously incurred or obligated to be paid by the LEAD PERMITTEE as of the date of its issuance or receipt of a notice of termination shall still be due and owing and the right to collect said amount(s) shall survive the termination of this Agreement.
40. Refunds: The parties acknowledge that the LEAD PERMITTEE anticipates entering into annual agreements, on a Fiscal year basis, with one or more consultants or contractors for the provision of certain services required in order for the LEAD PERMITTEE to provide its LEAD PERMITTEE Services on behalf of the DEPARTMENT. In that the DEPARTMENT's payments under this Agreement represents only a portion of what the LEAD PERMITTEE will have to pay its consultants and/or contractors for their services, it is unlikely that if this Agreement is terminated for any reason, that the DEPARTMENT will

be entitled to receive a refund from the LEAD PERMITTEE for any monies the DEPARTMENT has previously paid pursuant to this Agreement. However, to the extent the LEAD PERMITTEE is able to obtain a reduction in its contractual obligations with its consultants and/or contractors as a result of the termination of this Agreement, then in that event, the LEAD PERMITTEE shall be obligated to reimburse the DEPARTMENT for the amount of such reduction in costs and expenses.

41. Documentation and Data: In the event this agreement is cancelled or terminated, all documentation and data previously collected by the LEAD PERMITTEE in accordance with its duties and obligations as assumed herein, shall be made available to the DEPARTMENT, provided, however, that said DEPARTMENT shall be responsible for any costs incurred in making available such documentation.
42. Enforcement: The designation of one of the parties under this Agreement as the LEAD PERMITTEE is not intended nor shall it be construed as authorizing, granting or permitting the LEAD PERMITTEE to accept or assume any powers of enforcement of the NPDES Fourth Term Permit as to the other party.
43. Violations: Neither party to this Agreement shall be deemed to have assumed any liability for any negligent or wrongful acts or omissions of the other party, nor in no event shall any of the provisions of this Agreement be construed as a waiver by either party of the liability limits established in Section 768.28, Florida Statutes.
44. Public Access. The LEAD PERMITTEE shall allow public access to all documents, papers, letters, other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LEAD PERMITTEE in conjunction with this Agreement. Failure by the LEAD PERMITTEE to grant such public access shall be grounds for immediate unilateral cancellation of this agreement by the DEPARTMENT.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, ASHOK RAICHOUDHURY AT (954)519-1490, ARAICHOUDHURY@BROWARD.ORG, 1 N. UNIVERSITY DRIVE,#201, PLANTATION, FL 33324, or,

**District 4
954-777-4529
D4prcustodian@dot.state.fl.us
Florida Department of Transportation**

District 4 - Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

45. E-Verify.
The LEAD PERMITTEE/ Vendor/ Contractor:
- a) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the LEAD PERMITTEE/ Vendor/Contractor during the term of the contract; and
 - b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
46. This document incorporates and includes 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 agreement 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.
47. Any or all notices (except invoices) given or required under this Agreement 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: Norma C. Corredor
With a copy to: Ivette Leiva
A second copy to: Office of the General Counsel

If to the LEAD PERMITTEE:

Broward County - Dept. of Environmental Protection and Growth Management

1 North University Drive, Mail Box 201
Plantation, Florida 33324
Attn: Ashok Raichoundnury

With A Copy to:
County Attorney
Office of the County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Action on _____, hereto attached.

BROWARD COUNTY, by and through
its Board of County Commissioners

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MAYOR
NAME: _____
_____ day of _____, 20_____

BY: _____
HOWARD WEBB, P.E.
DIRECTOR OF TRANSPORTATION OPERATIONS

WITNESS:

LEGAL REVIEW:

BY: _____
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

OFFICE OF THE GENERAL COUNSEL

Approved as to form by:
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite # 423
115 South Andrews Avenue
Fort Lauderdale, Florida
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

APPROVED:

BY: Michael C. Owens 10/10/17
Michael C. Owens (Date)
Sr. Assistant County Attorney

BY: _____
DISTRICT PROGRAM MGMT ADMINISTRATOR

BY: Maite Azcoitia 10/12/17
Maite Azcoitia (Date)
Deputy County Attorney

Exhibit A
Scope of Services
& Deliverables
FM No. 233509-8-74-01

The responsibilities of the LEAD PERMITTEE as to the implementation and execution of the MS 4 NPDES Permit No. FLS000016-004 are to include, but not limited to the following:

- I. The timely preparation, coordination, and execution of interlocal agreements necessary to establish and implement the joint activities required by the Permit.
- II. The timely preparation, coordination, and submittal to FDEP of annual report describing the activities carried out jointly to fulfill requirements in the permit.
- III. The preparation, coordination, and distribution of standardized forms and guidance documents to assist permittees in carrying out the terms of NPDES MS4 Permit.
- IV. The timely preparation, coordination, and execution of a reactive investigation program for illicit discharges, illicit connections or improper disposal as required by Part III.A.7.c of the NPDES MS4 permit.
- V. The timely preparation, coordination, and execution of a high risk facility inspection program required by Part III.A.8.a of the NPDES MS4 Permit.
- VI. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.7.c, Part III.A.7.d, and Part III.A.9.c of the NPDES MS4 permit.
- VII. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the NPDES MS4 Permit.
- VIII. The timely preparation, coordination, and execution of a monitoring program required by Part V. B. of the NPDES MS4 Permit.
- IX. The preparation and coordination of all NPDES MS4 Co-Permittee workshops and meetings.
- X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other Permittees.

The administrative duties of the LEAD PERMITTEE are to include, but not limited to the following:

- I. Broward County will be issuing invoices to the DEPARTMENT within the first two (2) weeks of its annual Funding Year, except for the fiscal year 2017-2018, wherein the invoice will be issued within two (2) weeks of execution of agreement, following which

DEPARTMENT shall then have thirty (30) days from the date of receipt of the invoice and to make the payment.

II. Modifications to NPDES MS4 Permit.

In accordance with Section 403.067, F.S., NPDES permits must be consistent with the requirements of adopted Total Maximum Daily Loads (“TMDLs”). An NPDES MS4 Permit may be reopened and revised during its term to adjust effluent limitations or monitoring requirements should future adopted TMDL, water quality studies, FDEP approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement. It is understood and agreed that any other changes, modifications, revisions, or additions to the terms of a NPDES MS4 Permit made subsequent to the Effective Date of this Agreement are expressly excluded from and not a subject of this Addendum unless and until incorporated herein by written agreement of the parties.