



**Prepared by:**

Michael C. Owens, Sr. Ass't. County Attorney  
115 S. Andrews Ave, Room 423  
Ft. Lauderdale, FL 33301

**Return original or certified  
recorded document to:**

Ashok Raichoudhury, P.E., Licensed Engineer  
Environmental Protection and  
Growth Management Department  
Environmental Engineering & Permitting Div.  
1 North University Drive, Mailbox 201  
Plantation, FL 33324-2038

**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF CITY OF COCONUT CREEK, CITY OF COOPER CITY, CITY OF CORAL SPRINGS, CITY OF DANIA BEACH, TOWN OF DAVIE, CITY OF DEERFIELD BEACH, CITY OF HALLANDALE BEACH, TOWN OF LAUDERDALE-BY-THE-SEA, CITY OF LAUDERDALE LAKES, CITY OF LAUDERHILL, CITY OF LIGHTHOUSE POINT, CITY OF MARGATE, CITY OF MIRAMAR, CITY OF NORTH LAUDERDALE, CITY OF OAKLAND PARK, CITY OF PARKLAND, TOWN OF PEMBROKE PARK, CITY OF PEMBROKE PINES, CITY OF PLANTATION, CITY OF POMPAÑO BEACH, TOWN OF SOUTHWEST RANCHES, CITY OF SUNRISE, CITY OF TAMARAC, CITY OF WESTON, CITY OF WEST PARK, AND CITY OF WILTON MANORS RELATING TO SHARING THE RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT**

This is an Agreement ("Agreement"), made and entered into by and among Broward County, a political subdivision of the State of Florida ("County") and City of Coconut Creek, City of Cooper City, City of Coral Springs, City of Dania Beach, Town of Davie, City of Deerfield Beach, City of Hallandale Beach, Town of Lauderdale-By-The-Sea, City of Lauderdale Lakes, City of Lauderdale, City of Lighthouse Point, City of Margate, City of Miramar, City of North Lauderdale, City of Oakland Park, City of Parkland, Town of Pembroke Park, City of Pembroke Pines, City of Plantation, City of Pompano Beach, Town of Southwest Ranches, City of Sunrise, City of Tamarac, City of Weston, City of West Park, and City of Wilton Manors, municipal corporations existing under the laws of the State of Florida ("Municipalities") (collectively referred to as the "Parties").

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes (2016) also known as the "Florida Interlocal Cooperation Act of 1969," and other Florida law; and

WHEREAS, the United States Environmental Protection Agency (EPA), by way of the Water Quality Act of 1987, 33 U.S.C. 1251, and 40 CFR 122.42(c), requires the County and the Parties to comply with the applicable conditions of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program; and

WHEREAS, the EPA has recommended that the Broward County Environmental Protection and Growth Management Department (EPGMD) act as "lead permittee" and the Parties act as "co-permittees;" and

WHEREAS, the State of Florida, pursuant to Section 403.0885, Florida Statutes, as amended, is empowered to establish a state NPDES program in accordance with Section 402 of the Clean Water Act, as amended; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has been delegated the NPDES permitting program from the United States EPA and has implemented the program through adoption of Rule 62-624, Florida Administrative Code (F.A.C.), Municipal Separate Storm Sewer Systems, to administer the delegation of the NPDES MS4 Permit program from the EPA; and

WHEREAS, the County, by and through its EPGMD, has the legal authority and ability to coordinate and conduct specific technical activities required by the NPDES MS4 Permits; and

WHEREAS, the County, by and through its Department of Public Works, has the legal authority to plan, design, construct, operate, and maintain County-owned drainage facilities and drainage facilities located within the unincorporated area of Broward County, as required of NPDES MS4 permittees; and

WHEREAS, previous Interlocal Agreements executed by the Parties on December 3, 1996, October 20, 1998, June 29th, 2004, and May 7th, 2013 expired at the conclusion of the third five-year NPDES MS4 Permit on January 4, 2017; and

WHEREAS, Rule 62-4.090, F.A.C., provides that the third five-year NPDES MS4 Permit remain in effect until FDEP's final agency action concerning the permit renewal; and

WHEREAS, FDEP issued NPDES MS4 Permit Number FLS000016-004 for the fourth cycle five-year period on January 5, 2017; and

WHEREAS, the Municipalities are desirous of procuring the services of the County and coordinating efforts as co-permittees, pursuant to the NPDES MS4 regulations, to manage and perform certain technical tasks necessary to determine compliance with the applicable portions of Parts III and V of the NPDES MS4 Permit; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

## **ARTICLE 1.     DEFINITIONS**

1.1     **Board.** The Board of County Commissioners of Broward County, Florida.

- 1.2 **Contract Administrator.** The Director of the Environmental Engineering and Permitting Division.
- 1.3 **County Administrator.** The administrative head of County appointed by the Board.
- 1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.
- 1.5 **Services.** All work required by Parties under this Agreement, including without limitation all payments, deliverables, consulting, training, project management, or other services specified in Article 2 and Exhibit A.

## **ARTICLE 2. SCOPE OF SERVICES**

- 2.1 The Parties shall perform all work identified in this Agreement including without limitation the Scope of Services described in Exhibit A. The Scope of Services stated in this Agreement is a description of the Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by the Parties impractical, illogical, or unconscionable. The Parties shall meet or exceed all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services.
- 2.2 The Parties acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement.

## **ARTICLE 3. TERM AND TIME OF PERFORMANCE**

- 3.1 The term of this Agreement shall begin on the date it is recorded pursuant to Section 9.23 ("effective date") and shall continue in force and effect for the duration of the fourth cycle of the NPDES MS4 Permit term and any extension or continuation of the Permit's effectiveness pursuant to Section 3.2, unless terminated earlier by any Party's written notice of termination provided pursuant to Section 7.2. The continuation of this Agreement beyond the end of any fiscal year of the Parties is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 If the fourth cycle of the NPDES MS4 Permit expires before FDEP issues the permit renewal and the term and conditions of the fourth cycle permit are still in effect under Rule 62-4.090, F.A.C., then the Parties agree to continue to provide the services indicated in this Agreement until issuance of the fifth cycle of the NPDES MS4 Permit. The Municipalities agree to 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 as

indicated on Exhibit B with an escalation factor of the payment rate of two and half percent (2 ½%) each year.

#### **ARTICLE 4. COMPENSATION**

Each Municipality will pay County as follows for the 2017 costs:

<b>Services/Goods</b>	<b>Not-To-Exceed Amount</b>
Services	\$600 plus \$0.205 per capita based on the 2010 census data

The Parties' costs thereafter shall be payable in accordance with the schedule in Exhibit B. Payments for 2017 shall be due on April 1, 2017, or the date of the execution of this Agreement, whichever is later, and on or before each April 1<sup>st</sup> thereafter during the duration of this Agreement, including during any extension of the Parties' services as provided for in Section 3.2. All payments shall be made to County at the address designated for Notices under Section 9.7.

#### **ARTICLE 5. GOVERNMENTAL IMMUNITY**

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Parties are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

#### **ARTICLE 6. GOVERNMENTAL POWERS, FUNCTIONS, AND DUTIES NOT TRANSFERRED**

It is specifically understood and agreed that all of the governmental powers, functions, and duties as may be vested in the Municipalities pursuant to Florida Law, or any other law, ordinance, or Charter provision of any Municipality not specifically transferred to or being carried out by County hereunder shall be and are retained by the Municipalities.

#### **ARTICLE 7. TERMINATION**

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by any of the Parties. Termination for convenience by the Board on behalf of County or by any of the Parties shall be effective on the termination date stated in written notice provided to the other Parties, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health,

safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience by any Party, County shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. The Parties acknowledge that each have received good, valuable, and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, for the right to terminate this Agreement for convenience.

#### **ARTICLE 8. EEO COMPLIANCE**

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

8.2 By execution of this Agreement, County represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. The Parties hereby materially rely on such representation in entering into this Agreement.

#### **ARTICLE 9. MISCELLANEOUS**

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the joint property of County and Municipalities, and, if a copyright is claimed, County grants to Municipalities a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by County, whether finished or unfinished, shall be the joint property of County and the Municipalities.

9.2 Public Records. To the extent County is acting on behalf of the Parties as stated in Section 119.0701, Florida Statutes, County shall:

- a. Keep and maintain public records required were the Municipalities performing the services under this Agreement;

- b. Upon request from any Municipality, provide that Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to the Municipalities; and
- d. Upon completion of the Agreement, maintain at County, at no cost to the Municipalities, all public records in possession of County upon termination of this Agreement or keep and maintain public records required were the Municipalities performing the service. If County transfers the records to the Municipalities, County shall destroy any duplicate public records that are exempt or confidential and exempt. If the County keeps and maintains public records upon completion of the Agreement, County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipalities upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement may be made directly to any Party, who will be responsible for responding to any such public records requests. The Parties will provide any requested records to each other to enable timely responses to public records requests.

**IF THE MUNICIPALITIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 519-1490, [araichoudhury@broward.org](mailto:araichoudhury@broward.org), 1 N University Drive, #201, Plantation, FL 33324.**

9.3 Truth-In-Negotiation Representation. County's compensation under this Agreement is based upon representations supplied to Municipalities by County, and County certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

9.4 Public Entity Crime Act. The Parties represent that each is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in

this paragraph is false, County shall have the right to immediately terminate this Agreement and be paid for all services delivered through the date of termination.

9.5 Independent Contractor. County is an independent contractor under this Agreement. In providing Services under this Agreement, neither County nor its agents shall act as officers, employees, or agents of Municipalities. County shall not have the right to bind Municipalities to any obligation not expressly undertaken by County under this Agreement.

9.6 Third Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any Party based upon this Agreement.

9.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

IF TO COUNTY:

Environmental Protection and Growth  
Management Department  
Director, Broward County Environmental  
Engineering and Permitting Division  
1 N University Dr. #201  
Plantation, FL 33324

Unincorporated Broward County  
Director, Public Works Department  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

IF TO PARTIES:

Mayor, City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, Florida 33063  
[btooley@coconutcreek.net](mailto:btooley@coconutcreek.net)

Mayor, City of Cooper City  
9090 Southwest 50 Place  
Cooper City, Florida 33328  
[Mayor\\_Ross@CooperCityFL.org](mailto:Mayor_Ross@CooperCityFL.org)

Mayor, City of Coral Springs  
9551 West Sample Road  
Coral Springs, Florida 33065  
[wcampbell@coralsprings.org](mailto:wcampbell@coralsprings.org)

Mayor, City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004  
[tamarajames@daniabeachfl.gov](mailto:tamarajames@daniabeachfl.gov)

Mayor, Town of Davie  
6591 Orange Drive  
Davie, Florida 33314  
[judy\\_paul@davie-fl.gov](mailto:judy_paul@davie-fl.gov)

Mayor, City of Deerfield Beach  
150 Northeast Second Avenue  
Deerfield Beach, Florida 33441  
[web.commission@Deerfield-Beach.com](mailto:web.commission@Deerfield-Beach.com)

Mayor, City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, Florida 33009  
[jcooper@hallandalebeachfl.gov](mailto:jcooper@hallandalebeachfl.gov)

Mayor, City of Lauderdale Lakes  
4300 Northwest 36 Street  
Lauderdale Lakes, Florida 33319  
[HazelleR@lauderdalelakes.org](mailto:HazelleR@lauderdalelakes.org)

Mayor, City of Lighthouse Point  
2200 NE 38<sup>th</sup> Street  
Lighthouse Point, Florida 33064  
[gtroast@lighthousepoint.com](mailto:gtroast@lighthousepoint.com)

Mayor, City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33023  
[wmessam@miramarfl.gov](mailto:wmessam@miramarfl.gov)

Mayor, City of Oakland Park  
5399 North Dixie Highway, Suite 3  
Oakland Park, Florida 33334  
[JohnA@oaklandparkfl.gov](mailto:JohnA@oaklandparkfl.gov)

Mayor, Town of Pembroke Park  
3150 Southwest 52 Avenue  
Pembroke Park, Florida 33023  
[amohammed@townofpembrokepark.com](mailto:amohammed@townofpembrokepark.com)

Mayor, City of Plantation  
400 Northwest 73 Avenue  
Plantation, Florida 33317  
[Mayor@Plantation.org](mailto:Mayor@Plantation.org)

Mayor, Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330  
[dmckay@southwestranches.org](mailto:dmckay@southwestranches.org)

Mayor, Town of Lauderdale-by-the Sea  
4501 Ocean Drive  
Lauderdale-by-the-Sea Florida 33308  
[scotsasser@lauderdalebythesea-fl.gov](mailto:scotsasser@lauderdalebythesea-fl.gov)

Mayor, City of Lauderhill  
5581 W Oakland Park Blvd  
Lauderhill, Florida 33313  
[rkaplan@lauderhill-fl.gov](mailto:rkaplan@lauderhill-fl.gov)

Mayor, City of Margate  
5790 Margate Boulevard  
Margate, Florida 33063  
[truzzano@margatefl.com](mailto:truzzano@margatefl.com)

Mayor, City of North Lauderdale  
701 Southwest 71 Avenue  
North Lauderdale, Florida 33068  
[jbrady@nlaiderdale.org](mailto:jbrady@nlaiderdale.org)

Mayor, City of Parkland  
6600 University Dr.  
Parkland, Florida 33067  
[chunschofsky@cityofparkland.org](mailto:chunschofsky@cityofparkland.org)

Mayor, City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines, Florida 33026  
[fortis@ppines.com](mailto:fortis@ppines.com)

Mayor, City of Pompano Beach  
100 West Atlantic Boulevard  
P. O. Drawer 1300  
Pompano Beach, Florida 33061  
[amar.fisher@copbfl.com](mailto:amar.fisher@copbfl.com)

Mayor, City of Sunrise  
10770 West Oakland Park Blvd.  
Sunrise, Florida 33351  
[mryan@sunrisefl.gov](mailto:mryan@sunrisefl.gov)



Mayor, City of Tamarac  
7525 Northwest 88 Avenue  
Tamarac, Florida 33321  
[Harry.Dressler@tamarac.org](mailto:Harry.Dressler@tamarac.org)

Mayor, City of West Park  
1965 S SR7  
West Park, Florida 33023  
[EJones@cityofwestpark.org](mailto:EJones@cityofwestpark.org)

Mayor, City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326  
[dsterner@westonfl.org](mailto:dsterner@westonfl.org)

Mayor, City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, Florida 33305  
[gresnick@wiltonmanors.com](mailto:gresnick@wiltonmanors.com)

9.8 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by any Party without the prior written consent of the Parties. If any Party violates this provision, County shall have the right to immediately terminate this Agreement. County represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. County agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.9 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.10 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing the duties, responsibilities, and obligations pursuant to this Agreement.

9.11 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.12 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.13 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include

the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.14 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.15 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY ANY OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTIES IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.16 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties or others delegated authority or otherwise authorized to execute same on their behalf.

9.17 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.18 Payable Interest

9.22.1 Payment of Interest. The Parties waive, reject, disclaim and surrender any and all entitlement each has or may have to receive interest in connection with a dispute or

claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest if such application would be contrary to applicable law.

9.22.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by any Party under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.19 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.20 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.21 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.22 Use of County Logo. Municipalities shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

9.23 Recording. This Agreement shall be recorded in accordance with the Florida Interlocal Cooperation Act of 1969.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Municipalities, signing by and through their officials as reflected below, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: \_\_\_\_\_  
Michael C. Owens (Date)  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney

MCO/gmb  
NPDES MS4 Interlocal Agreement.doc  
5/30/17  
#17-049.00

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE  
RESOURCE BURDENS OF THE SYSTEM WIDE NPDES MUNICIPAL SEPARATE STORM SEWER  
SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL  
ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF HALLANDALE BEACH

Attest:

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_  
Clerk

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES  
CONCERNING THE FOURTH FIVE-YEAR NPDES MS4 PERMIT NO. FLS000016-004  
EXHIBIT A  
BROWARD COUNTY AND MUNICIPALITIES RESPONSIBILITIES**

The Permittees consist of the Broward County ("County"), by and through its Public Works Department ("BCPWD") and local governments within Broward County ("Municipalities"). The Permittees shall be responsible for completing the activities under Parts III, V, and VIII of the NPDES MS4 permit. By this Agreement, Broward County, by and through its Environmental Protection and Growth Management Department ("BCEPGMD") will perform specific technical activities under Parts III and V of the NPDES MS4 Permit on behalf of the Permittees.

The tables below identify interlocal responsibilities and reporting requirements for activities under Parts III, V, and VIII of the NPDES MS4 Permit.

**PART III. SCHEDULES FOR IMPLEMENTATION AND COMPLIANCE**

**A. Implementation of Stormwater Management Programs.**

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<i>1. Structural Controls and Stormwater Collection Systems Operation.</i>			
<b>PERMITTEE(S)</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	Maintain an up-to-date inventory of the structural controls and roadway stormwater collection structures operated by the permittee, including, as applicable, all of the types of control structures listed in Table II.A.1.a of the permit.	BCPWD & Municipalities	Report the current known inventory in each ANNUAL REPORT.
	Provide an inventory of all known major outfalls covered by the permit and a map depicting the location of the major outfalls (hard copy or electronic).	BCPWD & Municipalities	Provide the outfall inventory and map with the Year 1 ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>1. Structural Controls and Stormwater Collection Systems Operation.</b>			
<b>PERMITTEE(S)</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Implement a structural control inspection and maintenance program to conduct inspections and maintenance of the structural controls and roadway stormwater collection systems operated by the permittee in accordance with Table II.A.1.a of the permit to reduce pollutants, including floatables, in discharges from the MS4. The written Standard Operating Procedure (SOP) shall be reviewed annually.</p> <p>Maintain an internal record keeping system to schedule and document inspections and maintenance activities conducted on the structural controls and roadway stormwater collection structures operated by the permittee.</p> <p>If these activities are conducted by another entity under a contractual agreement, then the Permittees shall retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.</p>	BCPWD and Municipalities	<p>Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained in each ANNUAL REPORT.</p> <p>If the minimum inspection frequencies set forth in Table II.A.1.a were not met, provide as an attachment an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b><i>2. Areas of New Development and Significant Redevelopment.</i></b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Continue to adhere to the policies of the permittee's current Comprehensive Plan (or similar document) and the requirements of local codes and regulations, as well as development review and permitting procedures, that incorporate stormwater quality considerations into land-use planning and development activities to reduce pollutants in stormwater discharges from areas of new development and significant redevelopment, and guide new development away from environmentally sensitive areas. The comprehensive planning process shall limit the increases in the discharge of pollutants in stormwater as a result of new development, and shall reduce the discharge of pollutants in stormwater from redeveloped areas, consistent with the requirements set forth in the ERP rules of the SFWMD.</p> <p>Maintain documentation of the new development and significant redevelopment project review activity.</p>	Municipalities for their codes and County for Ch.27 and Vol.4 in area of ERP delegation	Report the number of significant development projects, including new and redevelopment projects reviewed and approved by the permittee for post-development stormwater considerations in each ANNUAL REPORT.



STORMWATER MANAGEMENT PROGRAM: <i>2. Areas of New Development and Significant Redevelopment.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<p>Conduct an inter-departmental review of the permittee's current local codes and land development regulations to identify potential changes to existing codes and regulations that will further reduce the stormwater impacts of new development and areas of significant redevelopment. In particular, focus on changes to the code that will promote low impact design, also termed green infrastructure: reductions in impervious surfaces, the use of swales or other retention BMPs, the incorporation of low impact development principles, reduction in flow and volume of stormwater, increase in natural hydrology, and adherence to the principles of the Florida Yards and Neighborhoods program in new landscaping.</p> <p>Develop a summary report of the review activity that includes the following information: all applicable local code and regulation citations reviewed (both current and draft); a description of the current and proposed techniques aimed at reducing the stormwater impacts of new development and areas of significant redevelopment that are included within the applicable codes and regulations; a description of innovative stormwater planning techniques, including those described above, recommended for possible future incorporation into the codes and regulations (beyond what may be currently in draft); and, a plan for implementing changes to codes and regulations.</p> <p>In addition, develop a follow-up report that summarizes plan implementation to change the local codes and regulations and promote reducing stormwater impacts from new development and areas of significant redevelopment.</p>	Municipalities for their codes and County for Ch.27 and Vol.4 in area of ERP delegation	<p>Provide in the Year 2 ANNUAL REPORT the summary report of the review activity.</p> <p>Provide in the Year 4 ANNUAL REPORT the follow-up report on plan implementation.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>3. Roadways.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Implement a litter control program for public streets, roads, and highways, including rights-of-way operated by the permittee; and procedures to properly dispose of collected material. Implement the program on a monthly, or on an as needed, basis. The written SOP shall be reviewed annually.</p> <p>Maintain documentation of the litter control program activities.</p>	BCPWD and Municipalities	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected in each ANNUAL REPORT.
ALL	<p>In addition to the litter collection program, consider promoting and coordinating an "Adopt-A-Road" (or similar) program where volunteers collect litter along roadways within the permittee's jurisdictional area. This activity may be accomplished through cooperative efforts with other Permittees, public agencies, or private entities.</p> <p>Maintain documentation of the Adopt-A-Road (or similar program) activities.</p>	BCPWD and Municipalities	If an Adopt-A-Road or similar program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>3. Roadways.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Implement a street sweeping program for highways and streets, including rights-of-way, with curbs and gutters operated by the permittee. The SOP shall include the criteria for determining which roadways will be swept and the frequency of sweeping, proper disposal of collected material, and the method for quantifying and tracking the amount of material removed by the street sweepers. The written SOP shall be reviewed annually. *</p> <p>The Permittees shall use the results of the Florida Stormwater Association MS4 Project to calculate the total nitrogen (TN) and total phosphorus (TP) load reductions. This report and the associated spreadsheet to calculate the nutrient loadings are available online at: <a href="http://www.dep.state.fl.us/water/stormwater/npdes/MS4_1.htm">http://www.dep.state.fl.us/water/stormwater/npdes/MS4_1.htm</a>. A permittee may use results from a similar study if it is approved by the Department.</p> <p>Maintain documentation of the street sweeping program activities.</p>	BCPWD and Municipalities	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the estimated pounds of total nitrogen (TN) and total phosphorus (TP) that were removed by the collection of sweepings, in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>3. Roadways.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Implement a roadway maintenance program to reduce the pollutants in stormwater runoff from areas associated with road repair and maintenance, and from permittee-owned or operated equipment yards and maintenance shops that support road maintenance activities.</p> <p>The pollution prevention practices during road repair shall include limiting the amount of soil disturbance to the immediate area under repair and using appropriate stormwater, erosion, and sedimentation control BMPs from the <i>Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual</i> (Florida DEP, most current version) and from the <i>State of Florida Erosion and Sediment Control Design and Review Manual</i>, (Prepared for FDOT &amp; FDEP; by the State Erosion and Sediment Control Task Force, 2013) until disturbed areas are stabilized.</p> <p>The permittee shall identify the equipment yards and maintenance shops that support road maintenance activities, and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. The written SOP shall be reviewed annually.</p> <p>Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed and the appropriate control measures and procedures implemented or needing to be implemented.</p>	BCPWD and Municipalities	Report the number of applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>4. Flood Control Projects.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Stormwater treatment shall be provided for all flood management projects undertaken by the permittee as required by the ERP rules of the SFWMD. Continue to maintain a list of stormwater capital improvement projects proposed by the Stormwater Management Master Plan or Basin Master Planning studies (or a similar document). Include in the project list any retrofits of existing structural flood control devices to provide additional pollutant removal from stormwater.</p> <p>Existing structural flood control devices shall be evaluated to determine if retrofitting the device to provide additional pollutant removal from stormwater is needed or feasible. A "stormwater retrofit project" is primarily to provide stormwater treatment for areas currently without treatment or requiring additional stormwater treatment.</p>	BCPWD and Municipalities	<p>Report the total number of flood control projects that were constructed by the permittee during the reporting period and the number of those projects that did not include stormwater treatment in each ANNUAL REPORT.</p> <p>The permittee shall provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>5. <i>Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered by an NPDES Stormwater Permit.</i></b>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<p>Implement a Municipal Waste Treatment, Storage, or Disposal (TSD) facility program for inspections and implementation of measures to control discharges from the following facilities that are not otherwise covered by an NPDES stormwater permit:</p> <ul style="list-style-type: none"> <li>• operating municipal landfills;</li> <li>• municipal waste transfer stations;</li> <li>• municipal waste fleet maintenance facilities; and</li> <li>• other municipal waste treatment, waste storage, and waste disposal facilities.</li> </ul> <p>The permittee shall identify the applicable facilities and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. Site specific monitoring may be required as detailed in Part III.A.8.b. The written SOP shall be reviewed annually.</p> <p>Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed, and the appropriate pollution control measures and procedures implemented or needing to be implemented.</p>	BCEPGMD in County facilities and Municipalities in their own facilities	Report the number of applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Continue to require proper certification and licensing by the Florida Department of Agriculture and Consumer Services (FDACS) for all applicators contracted to apply pesticides or herbicides (commercial applicator) on permittee-owned property, as well as any permittee personnel (public applicator) employed in the application of these products.</p> <p>Maintain a list of the public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed.</p>	BCPWD and Municipalities	Report the number of public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed in each ANNUAL REPORT.
ALL	<p>All permittee personnel applying fertilizer shall be trained through the Green Industry BMP Program. A permittee who contracts the application of fertilizer shall use only commercial applicators of fertilizer who have obtained a limited certification for urban landscape commercial fertilizer application under Section 482.1562, F.S.</p> <p>Maintain a list of the permittee personnel who have been trained through the <a href="#">Green Industry BMP Program</a> and the contracted commercial applicators of fertilizer who are FDACS certified/licensed.</p>	BCPWD and Municipalities	Report the number of permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS licensed in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<p>Pursuant to Section 403.9337, F.S., all local governments are encouraged to adopt a Florida-Friendly Landscaping Ordinance similar to the one set forth in the <i>Florida-Friendly Guidance Models for Ordinances, Covenants and Restrictions</i>. This model ordinance incorporates Florida-Friendly landscaping and irrigation design requirements, Florida-Friendly fertilizer requirements, and training and certification requirements.</p> <p>If the broader Florida-Friendly Landscaping ordinance described above is not adopted, then all local governments within the watershed of a nutrient-impaired water body shall adopt the Department's <i>Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes</i> pursuant to Section 403.9337, F.S., or an ordinance that includes all of the elements set forth in the Model Ordinance. The requirements in this section apply to impaired waterbodies established as of the effective date of this permit.</p> <p>The ordinance shall be adopted within 24 months of the date of permit issuance.</p>	BCEPGMD and Municipalities	Provide a copy of the adopted ordinance with the Year 2 ANNUAL REPORT.
ALL	Implement a public education and outreach program to encourage citizens to reduce their use of pesticides, herbicides, and fertilizers. The program shall include the distribution of public education materials describing the need to minimize the application of fertilizers, pesticides and herbicides, and promote actions such as incorporating Florida-Friendly landscaping concepts into new landscaping projects.	BCEPGMD	



<b>STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
(continued)	<p>The written SOP for implementation of the program shall include the following and be reviewed annually: *</p> <ul style="list-style-type: none"> <li>• the goals and objectives;</li> <li>• the topics to be addressed;</li> <li>• a description of the target audience(s);</li> <li>• a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen;</li> <li>• the methods for distribution;</li> <li>• the annual schedule for the activities/distribution;</li> <li>• the method for documenting the outreach activities;</li> <li>• identification of the staff / department(s) / entities responsible for performing the outreach activities; and</li> <li>• a description of the resources allocated to implement the program.</li> </ul> <p>If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit.</p> <p>Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable).</p>	(continued)	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers, including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable) in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
(continued)	Compliance with this element may be achieved through participating in the Florida Yards and Neighborhoods (FYN) program administered by the UF/IFAS County Extension.	(continued)	
ALL	<p>Implement a pesticide, herbicide and fertilizer application program to minimize the use of pesticides, herbicides, and fertilizers on public property and to properly apply, store, and mix these products.</p> <p>The written SOP for the program shall be reviewed annually and include items such as:</p> <ul style="list-style-type: none"> <li>• incorporating Florida-Friendly landscaping and fertilization on all landscape projects;</li> <li>• maintaining an inventory of pesticides, herbicides, and fertilizers;</li> <li>• properly storing products;</li> <li>• eliminating spraying programs with minimal effectiveness;</li> <li>• using non-toxic pesticides where practical;</li> <li>• timing applications for maximum effectiveness by considering growth cycles; and</li> <li>• using efficient chemical management practices such as drift-retardants and applying during appropriate weather conditions.</li> </ul>	BCPWD and Municipalities	As Needed

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	If the permittee operates one or more golf courses, the courses shall be operated in a manner that is consistent with the <i>Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses</i> manual (Florida DEP, 2007, or most current version). Maintain documentation of the procedures.	(continued)	

STORMWATER MANAGEMENT PROGRAM: 7. a.) <i>Illicit Discharges and Improper Disposal - Inspections, Ordinances, and Enforcement Measures.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Where applicable, strengthen the legal authority to conduct inspections, conduct monitoring, control illicit discharges, illicit connections, illegal dumping and spills into the MS4 and to require compliance with conditions in ordinances, permits, contracts, and orders. This includes the legal authority to take legal action to eliminate illicit discharges or connections. Continue, as necessary, an assessment of the non-stormwater discharges listed under Part II.A.7.a of this permit, as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.	BCEPGMD and Municipalities	Report amendments, as needed, in the Year 4 ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 7. b.) <i>Illicit Discharges and Improper Disposal - Dry Weather Field Screening.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	***RESERVED*** Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, the Department has concluded that more environmental benefits can be achieved through the implementation of a proactive illicit discharge detection program, which is set forth in the remaining sections of Part III.A.7 of this permit.	N/A	As Needed

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</b>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<p>Implement a proactive inspection program to inspect the MS4 and identify and eliminate sources of illicit discharges, illicit connections, illegal dumping, or other sources of non-stormwater to the MS4 (excluding those non-stormwater discharges listed in Part II.7.a). The written SOP for the program shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• a list of priority areas/facilities;</li> <li>• an annual schedule for inspections;</li> <li>• procedures for conducting MS4/facility inspections;</li> <li>• procedures for confirming whether a facility has coverage under the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (MSGP, Rule 62-621.300(5), F.A.C.), and notifying the Department's NPDES Stormwater Program if the permittee suspects the facility does not have coverage, if applicable);</li> <li>• procedures for tracing the source of an illicit discharge/connection;</li> <li>• procedures for eliminating the discharge/connection;</li> <li>• procedures for documenting inspections and enforcement activities (including use of a standard form/report with the date and findings of inspection, type of illicit discharge found, type of enforcement taken, date of verification of elimination, and non-permitted MSGP facility referrals);</li> </ul>	BCEPGMD	Report on the proactive inspection program, including the number of inspections conducted, the number of illicit activities found, and the number and type of enforcement actions taken or the number of referrals completed in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>7. c.) Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
(continued)	<ul style="list-style-type: none"> <li>• procedures for enforcement actions or referrals to the appropriate jurisdictional authority (e.g. applicable MS4 operator, DEP, DOH or SFWMD);</li> <li>• identification of the staff / department(s) / entities responsible for performing inspections and enforcement activities; and</li> <li>• a description of the resources allocated to implement the plan.</li> </ul> <p>Priority areas shall include the following as applicable to the permittee's jurisdiction:</p> <ul style="list-style-type: none"> <li>• watersheds with bacteria TMDLs;</li> <li>• areas with older infrastructure;</li> <li>• industrial, commercial, or mixed use areas;</li> <li>• facilities inspected in conjunction with other programs (e.g., industrial pretreatment inspections, health inspections, fire inspections, etc.);</li> <li>• areas with a history of past illicit discharge and/or illegal dumping;</li> <li>• areas with on-site sewage disposal systems; and</li> <li>• areas upstream of sensitive or impaired water bodies.</li> </ul> <p>If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement. The plan must include annual inspections in each permittee's jurisdiction.</p>	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. c.) <i>Illicit Discharges and Improper Disposal- Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<p>Implement a reactive investigation program to conduct reactive investigations to identify and eliminate the source(s) of illicit discharges, illicit connections or illegal dumping to the MS4 based on reports received from permittee personnel, contractors, citizens, or other entities regarding suspected illicit activity.</p> <p>Based upon the reports received, investigate the suspected illicit activity. Through additional sampling or investigation and systematically tracing the source upstream from the point of initial detection, identify the source of the problem.</p> <p>If an illicit discharge or connection is found, the permittee shall take appropriate action(s) under its illicit discharge program (ordinance or other regulatory mechanism), including enforcement actions where necessary, to correct or eliminate the discharge or connection.</p> <p>If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify the Department's NPDES Stormwater Program and provide the name and address of the facility. The written SOP shall be reviewed annually.</p>	BCEPGMD	Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken in each ANNUAL REPORT.



STORMWATER MANAGEMENT PROGRAM:			
7. c.) <i>Illicit Discharges and Improper Disposal</i> <input type="checkbox"/> <i>Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	Maintain documentation (standard form/report) of the reactive investigations performed, including the date of the initial complaint or observation (from permittee personnel, contractors, citizens, or other entities), source and type of illicit discharge, date of the investigation, findings of the investigation, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. c.) <i>Illicit Discharges and Improper Disposal -Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<p>Implement a training program for the training of all appropriate permittee personnel and contractors employed by or under contract with the permittee (including field crews, fleet maintenance staff, and inspectors) to identify and report conditions in the stormwater system that may indicate the presence of illicit discharges/connections/dumping to the MS4. Instruct personnel and appropriate contractors to be alert for illicit connections and suspicious flows during routine maintenance activities (particularly in areas with high risk facilities). The training shall include an overview of the NPDES stormwater permitting requirements under the Department's MSGP, and the types of facilities covered.</p> <p>The written SOP for the program shall be reviewed annually and include the following:</p> <ul style="list-style-type: none"> <li>• a description of the topics;</li> <li>• a description of the personnel and contractors targeted;</li> <li>• the methods and materials to be used;</li> <li>• identification of staff/department(s)/entities to perform training;</li> <li>• the method for documenting (in-house and outside) training activities; and</li> <li>• the annual schedule of training for new and current personnel.</li> </ul>	BCEPGMD to provide training based on the staff sent by BCPWD and Municipalities	Report the type of training activities, and the number of permittee personnel and contractors trained in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>7. c.) <i>Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
(continued)	<p>A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit.</p> <p>Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.</p>	(continued)	(continued)

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>7. d.) <i>Illicit Discharges and Improper Disposal - Spill Prevention and Response.</i></b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Implement a spill prevention/spill response program with procedures to prevent, contain, and respond to spills that discharge into the MS4. Ensure that spills, regardless of whether they are hazardous, are properly addressed. The written SOP shall be reviewed annually identify the applicable staff/ entities to be notified of spills, control measures and procedures to minimize or prevent spills, and the method for documenting program activities.</p> <p>Maintain documentation of the spill prevention and response activities.</p>	BCPWD and PARIES	Report on the spill prevention and response activities, including the number of spills responded to in each ANNUAL REPORT.
ALL	<p>Implement a training program for the training of all appropriate permittee personnel and contractors employed by or under contract with the permittee (including field crews, firefighters, fleet maintenance staff and inspectors) on proper spill prevention, containment, and response techniques and procedures. The training shall include how to prevent a spill, recognize and quickly assess the nature of a spill, contain a spill, and promptly report hazardous material and chemical spills to the appropriate authority.</p>	BCEPGMD to provide training based on the staff sent by BCPWD and Municipalities	Report the type of training activities, and the number of permittee personnel and contractors trained in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 7. d.) <i>Illicit Discharges and Improper Disposal - Spill Prevention and Response.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	<p>The written SOP for the program shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• a description of the topics;</li> <li>• a description of the personnel and contractors targeted;</li> <li>• the methods and materials to be used;</li> <li>• identification of the staff / department(s) / outside entities who will perform the training;</li> <li>• the method for documenting (in-house and outside) training activities; and</li> <li>• the annual schedule of training for new and current personnel.</li> </ul> <p>A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit.</p> <p>Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.</p>	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. e.) <i>Illicit Discharges and Improper Disposal - Public Reporting.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<p>Implement a public education and outreach program to promote, publicize, and facilitate public reporting of the presence of illicit discharges and improper disposal into the MS4. The permittee shall maintain and publicize a phone line for public reporting of suspected illicit discharges and improper disposal. The permittee shall also disseminate information on the problems associated with illicit discharges, illicit connections and improper disposal, how to identify them, and how to report incidents discovered.</p> <p>The written SOP for the program shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• the goals and objectives;</li> <li>• the topics to be addressed;</li> <li>• a description of the target audience(s);</li> <li>• a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen;</li> <li>• the methods for distribution;</li> <li>• the annual schedule for the activities/distribution;</li> <li>• the method for documenting activities;</li> <li>• identification of the staff / department(s) / entities responsible for performing the outreach activities; and</li> <li>• a description of the resources allocated to implement the program.</li> </ul>	BCEPGMD	<p>Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable) in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. e.) Illicit Discharges and Improper Disposal - Public Reporting.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
(continued)	<p>If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit.</p> <p>Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable).</p>	(continued)	(continued)

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>7. f.) Illicit Discharges and Improper Disposal- Oils, Toxics, and Household Hazardous Waste Control.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Implement a public education and outreach program to encourage the proper use and disposal of used motor vehicle fluids, leftover hazardous household waste (HHW), and lead acid batteries. Routinely inform the public of the locations of collection facilities, a description of the types of materials accepted and the hours of operation. The program may include an activity such as the stenciling/marketing of municipally-owned storm sewer inlets, and providing information through the Internet, utility bill inserts, brochures, flyers, PSAs, presentations, etc.</p> <p>The written SOP for the program shall also include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• the goals and objectives;</li> <li>• the topics to be addressed;</li> <li>• a description of the target audience(s);</li> <li>• a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen;</li> <li>• the methods for distribution;</li> <li>• the annual schedule for the activities/ distribution;</li> <li>• the method for documenting the activities;</li> <li>• identification of the staff / department(s) / entities responsible for performing the outreach activities; and</li> <li>• a description of the resources allocated to implement the program.</li> </ul>	BCPWD and Municipalities	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of website visits (if applicable) in each ANNUAL REPORT.



STORMWATER MANAGEMENT PROGRAM: 7. f.) <i>Illicit Discharges and Improper Disposal</i> <input type="checkbox"/> <i>Oils, Toxics, and Household Hazardous Waste Control.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	<p>If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit.</p> <p>Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of Web site visits (if applicable).</p>	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:			
7. g.) <i>Illicit Discharges and Improper Disposal - Limitation of Sanitary Sewer Seepage.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<p>Implement a wastewater contamination program to reduce or eliminate sanitary wastewater contamination into the MS4, including discharges to the MS4 from sanitary sewer overflows (SSOs) and from inflow/infiltration from collection/transmission systems and/or septic tank systems.</p> <p>Example activities to reduce sanitary wastewater contamination include: repair/lining of sanitary sewer; septic systems removed emergency generator added. The permittee should contact the appropriate authorities for accurate reporting information, such as the sanitary sewer system operator who is responsible for investigating and eliminating SSOs and the local health department who is responsible for permitting/overseeing septic tank systems.</p> <p>Advise the appropriate utility owner of a possible violation if constituents common to wastewater contamination are discovered in the permittee's MS4. The written SOP shall be reviewed annually.</p> <p>Maintain documentation of the SSOs and inflow/infiltration incidents addressed.</p>	BCPWD and Municipalities	Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/infiltration, the number of SSOs or inflow/infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>8. a.) Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Maintain an up-to-date inventory of all existing high risk facilities discharging into the permittee's MS4. The inventory shall identify the facility outfall to the MS4, the MS4 outfall and receiving surface water body. For the purposes of this permit, high risk facilities include:</p> <ul style="list-style-type: none"> <li>• operating municipal landfills;</li> <li>• hazardous waste treatment, storage, disposal and recovery facilities;</li> <li>• facilities that are subject to EPCRA Title III, Section 313 (Toxics Release Inventory (TRI) maintained by the U.S. EPA); and</li> <li>• any other industrial or commercial discharge that the permittee determines is contributing a substantial pollutant loading to the permittee's MS4. This may include facilities identified through the proactive inspection program as per Part III.A.7.c of the permit, or an MSGP as the permittee deems necessary.</li> </ul>	BCEPGMD	Report on the high risk facilities inventory, including the type and total number of high risk facilities and the number of facilities newly added each year in each ANNUAL REPORT.
ALL	Implement a high risk facility program for conducting inspections of high risk facilities to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit discharges / connections / dumping, compliance with local stormwater regulation requirements, and confirm coverage under the Department's MSGP, if applicable).	BCEPGMD	(see next page)

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	<p>The written SOP for the program shall include the following and be reviewed annually: *</p> <ul style="list-style-type: none"> <li>• procedures for prioritizing the inventoried facilities for inspection;</li> <li>• an inspection schedule (that includes inspecting each facility at least once during the permit cycle);</li> <li>• procedures for conducting the site inspections (including confirming whether a facility has coverage under the MSGP, if applicable);</li> <li>• procedures for addressing illicit discharges to the MS4;</li> <li>• procedures for documenting the inspections and any enforcement activities (including use of a standard form/report);</li> <li>• identification of the staff / department(s) / outside entities responsible for performing the inspections and the enforcement activities;</li> <li>• a schedule for training inspectors as per Part III.A.7.c of the permit; and</li> <li>• a description of the resources allocated to implement the plan.</li> </ul> <p>If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement.</p>	(continued)	Report on the high risk facilities inspection program, including the number of inspections conducted, and the number and type of enforcement actions taken, in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>8. a.) <i>Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.</i></b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
(continued)	<p>In the event that the inspection identifies conditions or activities that are in violation of local codes and ordinances, the permittee shall implement the necessary enforcement to prevent the discharge of pollutants to the MS4. If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify the Department's NPDES Stormwater Program and provide the name and address of the facility.</p> <p>Maintain documentation of the high risk inspections performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.</p>	(continued)	(continued)

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>8. b.) <i>Industrial and High Risk Runoff - Monitoring for High Risk Industries.</i></b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Sampling of the discharge to the stormwater system may be required on an as-needed basis in the event that inspections of high-risk facilities disclose suspected illicit discharges to the MS4. New high-risk industrial facilities as defined in 40 CFR 122.26(d)(2)(iv)(C) must be evaluated to determine if the new discharge is contributing a substantial pollutant load to the MS4. The evaluation may include site-specific sampling.</p> <p>Maintain documentation of the sampling activities.</p>	BCEPGMD	Report the number of high risk facilities sampled in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>9. a.) Construction Site Runoff - Site Planning and Non-Structural &amp; Structural Best Management Practices.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Implement a pre-construction site plan review program. The written SOP for the program shall include the following and be reviewed annually: *</p> <ul style="list-style-type: none"> <li>• Implement the local codes or land development regulations that require the use and maintenance of appropriate structural and non-structural erosion, sedimentation and waste controls during construction to reduce the discharge of pollutants to the MS4. Consider innovative structural and non-structural BMPs and new technologies as they evolve for use on permittee projects.</li> <li>• Notify permit applicants of the need to obtain all required stormwater permits including but not limited to, the ERP from the SFWMD or DEP Southeast District Office, and the Department's <i>NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities</i> (CGP; Rule 62-621.300(4), F.A.C.), as applicable.</li> <li>• Confirm that ERP and CGP coverage has been obtained, as applicable, prior to commencement of any land grading, excavation, or clearing (local approvals are not contingent upon obtaining these permits).</li> </ul> <p>Maintain documentation of the pre-construction site plan review activity, including notification and confirmation of ERP and CGP coverage.</p>	Municipalities for local ordinances, and BCEPGMD and BCPWD for County regulations	Report the number of permittee and private pre-construction site plans reviewed and approved for stormwater erosion, sedimentation and waste controls, the number of permit applicants notified of ERP and CGP, and confirmations of coverage in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>9. b.) Construction Site Runoff - Inspection and Enforcement.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
ALL	<p>Implement a construction site inspection program for stormwater, erosion and sedimentation inspections of construction sites discharging stormwater to the MS4. The plan shall apply to both permittee-operated and privately-operated construction projects discharging into the permittee's MS4, unless the permittee does not have the ability to obtain the legal authority to inspect privately-operated sites. For FDOT District Four &amp; Florida's Turnpike Enterprise, privately-operated sites are those sites within FDOT's right-of-way that were issued a Drainage Connection Permit (DCP); construction inspections are outfall inspections.</p> <p>The written SOP for the program shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• Prioritization and frequency schedule for construction site inspections. The schedule must identify the priorities for selecting sites to be inspected and the site inspection frequencies deemed by the permittee to be appropriate to provide protection from pollutant discharges to the MS4 and surface waters to the MEP.</li> </ul>	BCEPGMD for unincorporated area and Municipalities in their jurisdiction	Report on the inspection program for privately-operated and permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken, in each ANNUAL REPORT.



STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff - Inspection and Enforcement.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	<ul style="list-style-type: none"> <li>• Inspections shall occur at multiple phases of construction, at all phases determined as necessary and appropriate. At a minimum, inspections shall occur at least once prior to land disturbance to ensure that BMPs have been properly installed, at least once during active construction, and at the conclusion of active construction, unless otherwise justified by the permittee within the written SOP and approved by the Department.</li> <li>• The priority order and inspection frequencies shall be based on the following criteria:               <ol style="list-style-type: none"> <li>1. Construction site size. Larger sites (as determined by the permittee) shall be inspected more frequently.</li> <li>2. Water body status. Sites that discharge to impaired waters or sensitive waters shall be inspected more frequently.</li> <li>3. Significance of adverse water quality impacts. Sites that have been determined by the permittee to be a significant threat to water quality shall be inspected more frequently. An evaluation of the site's threat to water quality shall include consideration of factors such as the site's proximity to receiving waters and adjacent wetlands, its slopes, its soil characteristics, its need to be dewatered, history of non-compliance by site operators, and public complaints. This evaluation shall be performed during the pre-construction site plan review as per Part III.A.9.a of this permit.</li> </ol> </li> </ul>	(continued)	(continued)

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>9. b.) Construction Site Runoff - Inspection and Enforcement.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
(continued)	<p>4. Seasonality and rainfall. Sites with construction occurring during the wet season or sites where rains greater than one inch occur shall be inspected more frequently.</p> <p>5. Historical inspection considerations. The permittee may use knowledge gained from past implementation of the construction site inspection program to further establish priorities and inspection frequencies.</p> <p>6. Other criteria as determined by the permittee.</p> <ul style="list-style-type: none"> <li>• The procedures for conducting site inspections (including a construction site inspection checklist), including appropriate stormwater management and water quality inspection items; and confirmation of ERP and CGP coverage.</li> <li>• Procedures for tracking inspections (including use of a summary log) to demonstrate the history of the activities for each site for each reporting year and to verify that the sites are inspected at no less than the minimum frequency as described in the permittee's SOP.</li> </ul> <p>o site name and location,</p> <p>o site operator,</p> <p>o date of inspection,</p> <p>o name of inspector,</p> <p>o summary of the inspection findings, and</p> <p>o any enforcement actions or referrals.</p>	(continued)	(continued)

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>9. b.) Construction Site Runoff- Inspection and Enforcement.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
(continued)	Procedures for enforcement (e.g., Stop Work Orders, Notices of Violation, citations, fines) used to ensure compliance with the permittee's regulatory requirements for construction sites. This shall include procedures to assure that corrective actions are taken where approved erosion and sedimentation control BMPs and permit conditions are not being met; the method used for tracking the date and type of all follow-up enforcement actions taken based on inspection findings; and procedures for referrals to the appropriate jurisdictional authorities (e.g. applicable MS4 operator, DEP, or SFWMD).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 9. c.) <i>Construction Site Runoff - Site Operator Training.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<p>Implement a training program for stormwater training/outreach for permittee personnel (and contractors employed by or under contract with the permittee) involved in the site plan review, site operation or inspection of construction site stormwater management, erosion, and sedimentation controls. All permittee inspectors and site operators (and contractors employed by or under contract with the permittee) of construction sites shall be certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training program, or an equivalent program approved by the Department.</p> <p>The written SOP shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• a description of the topics;</li> <li>• a description of the personnel and contractors targeted;</li> <li>• the methods and materials to be used;</li> <li>• identification of the staff / department(s) / entities to perform the training;</li> <li>• method for documenting (in-house and outside) training activities; and</li> <li>• annual schedule of training for new and current personnel.</li> </ul>	BCEPGMD to provide training based on the staff sent by BCPWD and Municipalities	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained and the number of private construction site operators trained by the permittee in each ANNUAL REPORT.

<b>STORMWATER MANAGEMENT PROGRAM:</b>			
<b>9. c.) Construction Site Runoff - Site Operator Training.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
(continued)	A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit.  Maintain documentation of the training activities, including the date, type, topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

**PART V. MONITORING REQUIREMENTS****A. Annual Loadings and Event Mean Concentrations.**

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Each permittee shall provide estimates of the average annual pollutant loading for the constituents listed in Table V.A.1 for each “major outfall” or “major watershed” within their MS4. The average annual pollutant loading for each major outfall or major watershed shall be estimated using local event mean concentration (EMCs) derived from storm event monitoring or the State’s EMCs listed in the Department’s <i>NPDES Phase I MS4 Permitting Resource Manual</i> (most current version), and shall take into consideration land uses within the drainage areas associated with the outfall or watershed.	BCEPGMD will calculate loading based on the outfall data provided by Municipalities and BCPWD	Report Annually
ALL	Each permittee shall provide a table of average annual pollutant loadings and EMCs. Each permittee shall compare the current cycle’s average annual pollutant loadings with those from the previous cycle’s Year 3 ANNUAL REPORT. In addition, each permittee shall specify the source of the data used (local storm event monitoring or state EMCs) and methods or models used for the calculations. The model or method must normalize the average annual pollutant loading estimates to reflect variations in annual rainfall. Based on this comparison of average annual pollutant loadings, the Permittees shall indicate whether pollutant loadings are increasing or decreasing for each major outfall or major watershed. Submit average annual pollutant loading information with the Year 3 ANNUAL REPORT.	BCEPGMD will calculate loading based on the outfall data provided by Municipalities and BCPWD	Year 3 ANNUAL REPORT

**A. Annual Loadings and Event Mean Concentrations.**

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	If the total annual pollutant loadings for each parameter in Table V.A.1 have not decreased since the issuance of the previous MS4 permit, each permittee shall re-evaluate its SWMP and identify and submit revisions to its SWMP, as appropriate, to reduce pollutant loadings, especially to impaired waters, in the Year 4 ANNUAL REPORT.	Municipalities and BCPWD	Report in Year 4 ANNUAL REPORT

**B. Assessment Program.**

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<p><i>Assessment Program Objective:</i> The purpose of the assessment program is to provide information for the permittee to determine the overall effectiveness of the SWMP in reducing stormwater pollutant loadings from the MS4. The following elements shall be used to develop the assessment program:</p> <ul style="list-style-type: none"> <li>a. A water quality monitoring plan intended to identify local sources where urban stormwater is adversely effecting surface water resources.</li> <li>b. Pollutant loadings.</li> <li>c. A description of how the data from a. and/or b. above will be used to: <ul style="list-style-type: none"> <li>(1) evaluate trends in pollutant loadings from the MS4 and in water quality; and</li> <li>(2) identify portions of the MS4 which can be targeted for loading reduction /corrective action with additional pollutant reduction measures.</li> </ul> </li> </ul> <p>Each permittee, or Permittees operating under a collaborative assessment program, shall develop and submit an assessment program to the Department for review and approval within 12 months of permit issuance. Prior to Department approval, the permittee shall continue to implement their previously approved monitoring program. If multiple Permittees operate under one collaborative assessment program, the program shall specify which Permittees are collaborating on which elements in 1.a. through c. above, within an interlocal agreement. The monitoring plan shall be prepared in accordance with the Department's <i>Guidance for Preparing Stormwater Monitoring Plans as Required for Phase I Municipal Separate Storm Sewer System (MS4) Permits</i> (most current version).</p>	BCPWD and Municipalities on basis of the monitoring data and loading calculation provided by EPGMD	<p>Submit an assessment program to the Department for review and approval within 12 months of permit issuance.</p> <p>Each ANNUAL REPORT shall include the following: Status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions. Brief discussion of the assessment program results to date which includes a summary of the water quality monitoring data and/or stormwater pollutant loading changes from the reporting year. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years. NOTE: Analysis must be specific to each permittee's SWMP.</p>



**PART VIII. STORMWATER DISCHARGE COMPLIANCE AND WATER QUALITY STANDARDS****B. Requirement for Total Maximum Daily Load (TMDL)**

<b>2. For water bodies with a TMDL and without a BMAP.</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
All discharges to receiving waters with TMDLs and associated allocations	Each permittee shall develop a list of TMDL water bodies into which its MS4 discharges. If the permittee discharges into only one TMDL water body, the permittee shall prioritize that water body. If the permittee discharges into more than one TMDL water body, each permittee shall develop a list of factors to rank these water bodies. Each permittee shall prioritize the water body(ies) that will be addressed within the permit cycle and include a schedule for completing the remaining tasks set forth in Parts VIII.B.2.b through VIII.B.3.a for the prioritized water body(ies) within the current permit cycle. Each permittee shall prepare a final report that includes the list of ranked water bodies that the MS4 discharges into and factors used, the prioritized TMDL water body(ies), and the associated schedule for completing the remaining tasks for those TMDL water body(ies) that will be addressed within the current permit cycle.	BCPWD and Municipalities	The plan shall be submitted to DEP within six months of the effective date of the permit for review and approval.

<b>3. Discharging into Waters with a Bacteria TMDL that does not have a BMAP</b>			
<b>PERMITTEE</b>	<b>ACTIVITY</b>	<b>INTERLOCAL RESPONSIBILITY</b>	<b>REPORTING REQUIREMENT</b>
All discharges to receiving waters with Bacteria TMDLs	If the permittee has prioritized a bacteria TMDL in Part VIII.B.2.a, the permittee shall develop a Bacterial Pollution Control Plan (BPCP) to identify the sources and activities to reduce bacteria loadings from the MS4 to the Maximum Extent Practicable (MEP).	BCPWD and Municipalities	Submit the Bacteria Pollution Control Plan with the Year 3 ANNUAL REPORT.
	Each ANNUAL REPORT shall include a table summarizing the status of the TMDL process. The report also shall include a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.		Annually

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES  
CONCERNING THE FOURTH CYCLE FIVE-YEAR NPDES MS4 PERMIT NO. FL5000016-004

**Exhibit B**  
**Financial Contribution for Each Party by Year**

	<b>2010</b>	<b>April</b>	<b>April</b>	<b>April</b>	<b>April</b>	<b>April</b>
<b>Party</b>	<b>Population</b>	<b>1st, 2017</b>	<b>1st, 2018</b>	<b>1st, 2019</b>	<b>1st, 2020</b>	<b>1st, 2021</b>
Coconut Creek	52,909	\$11,446	\$11,733	\$12,026	\$12,326	\$12,635
Cooper City	28,547	\$6,452	\$6,613	\$6,779	\$6,948	\$7,122
Coral Springs	121,096	\$25,425	\$26,060	\$26,712	\$27,380	\$28,064
Dania Beach	29,639	\$6,676	\$6,843	\$7,014	\$7,189	\$7,369
Davie	91,992	\$19,458	\$19,945	\$20,443	\$20,955	\$21,478
Deerfield Beach	75,018	\$15,979	\$16,378	\$16,788	\$17,207	\$17,637
Hallandale	37,113	\$8,208	\$8,413	\$8,624	\$8,839	\$9,060
Lauderdale-by-the-Sea	6,056	\$1,841	\$1,888	\$1,935	\$1,983	\$2,033
Lauderdale Lakes	32,593	\$7,282	\$7,464	\$7,650	\$7,841	\$8,037
Lauderhill	66,887	\$14,312	\$14,670	\$15,036	\$15,412	\$15,798
Lighthouse Point	10,344	\$2,721	\$2,789	\$2,858	\$2,930	\$3,003
Margate	53,284	\$11,523	\$11,811	\$12,107	\$12,409	\$12,719
Miramar	122,041	\$25,618	\$26,259	\$26,915	\$27,588	\$28,278
North Lauderdale	41,023	\$9,010	\$9,235	\$9,466	\$9,702	\$9,945
Oakland Park	41,363	\$9,079	\$9,306	\$9,539	\$9,778	\$10,022
Parkland	23,962	\$5,512	\$5,650	\$5,791	\$5,936	\$6,084
Pembroke Park	6,102	\$1,851	\$1,897	\$1,945	\$1,993	\$2,043
Pembroke Pines	154,750	\$32,324	\$33,132	\$33,960	\$34,809	\$35,679
Plantation	84,955	\$18,016	\$18,466	\$18,928	\$19,401	\$19,886
Pompano Beach	99,845	\$21,068	\$21,595	\$22,135	\$22,688	\$23,255
Southwest Ranches	7,345	\$2,106	\$2,158	\$2,212	\$2,268	\$2,324
Sunrise	84,439	\$17,910	\$18,358	\$18,817	\$19,287	\$19,769
Tamarac	60,427	\$12,988	\$13,312	\$13,645	\$13,986	\$14,336
Weston	65,333	\$13,993	\$14,343	\$14,702	\$15,069	\$15,446
West Park	14,156	\$3,502	\$3,590	\$3,679	\$3,771	\$3,866
Wilton Manors	11,632	\$2,985	\$3,059	\$3,136	\$3,214	\$3,294
BCPWD	16,357	\$3,953	\$4,052	\$4,153	\$4,257	\$4,364
<b>Total</b>	<b>1,439,208</b>	<b>\$311,238</b>	<b>\$319,019</b>	<b>\$326,994</b>	<b>\$335,169</b>	<b>\$343,548</b>

Year 2017 cost is based on flat fee of \$600 per municipality plus \$0.205 per capita, based on 2010 Census data and 2.5% increase each year

*This proposed fee is subject to Broward County Commission approval*