

Prepared by:

Jennifer D. Brown, Sr. Ass't County Attorney
115 S. Andrews Ave, Room 423
Ft. Lauderdale, FL 33301

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

Yvel Rocher, P.E.
Public Works and Environmental Services
Department, Environmental Permitting Div.
1 North University Drive, Mailbox 201
Plantation, FL 33324-2038

**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF
COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH,
HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL,
LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK,
PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH,
SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS
FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND
AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE
NPDES MS4 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 the municipalities of Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Hallandale Beach, Lauderdale-By-The-Sea, Lauderdale Lakes, Lauderdale Hill, Lighthouse Point, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park, and Wilton Manors, municipal corporations existing under the laws of the State of Florida (“Municipalities”), (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the “Florida Interlocal Cooperation Act of 1969,” and other Florida law.

B. The United States Environmental Protection Agency (EPA), under the Federal Water Pollution Control Act (“Clean Water Act”) and related regulations, requires the Parties to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program.

C. The EPA recommended that the County act as “lead permittee” and the Municipalities act as “co-permittees.”

D. The State of Florida, pursuant to Section 403.0885, Florida Statutes, is empowered to establish a state NPDES program in accordance with Section 402 of the Clean Water Act.

E. The EPA delegated the NPDES permitting program to the Florida Department of Environmental Protection (FDEP). FDEP implements the program through the rules adopted in Chapter 62-624, Florida Administrative Code (F.A.C.).

F. The County, through its Public Works and Environmental Services Department (PWESD), coordinates and conducts specific technical activities required by the NPDES MS4 Permits.

G. The County, through its PWESD, plans, designs, constructs, operates, and maintains County-owned drainage facilities and drainage facilities located within the unincorporated area of Broward County, as required of NPDES MS4 permittees.

H. The Parties executed previous Interlocal Agreements on December 3, 1996, October 20, 1998, June 29, 2004, and May 7, 2013, all of which expired, to carry out tasks required by the NPDES MS4 Permit.

I. The Parties executed an Interlocal Agreement on November 7, 2017 (“Current Agreement”), after FDEP issued NPDES MS4 Permit Number FLS000016-004 for the fourth five-year period. The Current Agreement will terminate upon FDEP’s issuance of the next iteration of the NPDES MS4 Permit.

J. The Municipalities wish to continue the County’s services of coordinating the co-permittees, pursuant to the NPDES MS4 regulations, and managing and performing technical tasks necessary to comply with the NPDES MS4 Permit.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Agreement Administrator.** The Director of the Environmental Permitting Division.
- 1.2 **Board.** The Board of County Commissioners of Broward County, Florida.
- 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 3 and Exhibit A.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Parties' Records Custodians

ARTICLE 3. SCOPE OF SERVICES

The Parties shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that 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. The Parties will amend the Scope of Services, if needed, to comply with the NPDES MS4 Permit conditions imposed upon permit renewal.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall begin on the date it is recorded pursuant to Section 11.25 ("Effective Date") and shall continue in force and effect for five (5) years, unless terminated earlier by any Party's written notice of termination provided pursuant to Article 9 ("Term").

4.2 **Funding.** The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 9.

ARTICLE 5. COMPENSATION

Each Municipality will pay County in accordance with the schedule in Exhibit B. Payments shall be due on November 30, 2026, or the Effective Date of this Agreement, whichever is later, and on or before each November 30 thereafter during the duration of this Agreement. All payments shall be made to County at the address designated for Notices under Section 11.8. If Exhibit A must be modified to incorporate changes to the NPDES MS4 Permit conditions imposed upon

permit renewal, the Parties shall modify Exhibit B as needed to account for the change in cost to perform the Services.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. The Parties represent and warrant that execution of this Agreement is within their respective legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

6.2. Truth-In-Negotiation Representation. County's compensation under this Agreement is based upon the Municipalities' representations to County, and County certifies that the information supplied, including without limitation those made by County during the negotiation of this Agreement, are accurate, complete, and current as of the date Municipalities execute this Agreement.

6.3. 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 represent that its entry into this Agreement will not violate that statute. 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.

6.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. County represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as an entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. County represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with Municipalities on any of the grounds stated in Section 287.135, Florida Statutes. County represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.5. Warranty of Performance. County represents and warrants that it possesses the knowledge, skill, and experience required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. County represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.6. Prohibited Telecommunications. County represents and certifies that it does not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

ARTICLE 7. 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 8. INSURANCE

The Parties are entities subject to Section 768.28, Florida Statutes, and, upon request, will provide the requesting Party with written verification of liability protection in accordance with state law.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. 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. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If either Party erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by a Party with at least thirty (30) days' advance written notice to the other Parties. The Parties acknowledge having received good, valuable, and sufficient consideration for the right to terminate this Agreement for convenience including in the form of the obligation to provide advance written notice of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, County shall be paid for any Services properly performed through the termination date specified in the written notice of termination.

9.3. No Cross-Termination. The termination of this Agreement by any one (1) Municipality shall apply solely to that terminating Municipality and shall not operate to terminate, alter, or impair the rights or obligations of the remaining Municipalities. This Agreement shall remain in

full force and effect among all nonterminating Parties, and each such Party shall continue to be bound by, and entitled to enforce, the terms of this Agreement as if no termination had occurred. Any rights, remedies, or obligations accruing prior to the effective date of termination shall survive with respect to the terminating Party to the extent expressly provided herein.

9.4. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.5. In addition to any termination rights stated in this Agreement, the Parties shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by a Party due to another Parties’ failure to comply with any term(s) of this Agreement.

ARTICLE 10. EEO COMPLIANCE

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.

ARTICLE 11. MISCELLANEOUS

11.1. Agreement Administrator Authority. The Agreement Administrator is authorized to coordinate and communicate with Municipalities to manage and supervise the performance of this Agreement. Agreement Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Agreement Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created or provided in connection with performing Services, whether finished or unfinished (“Documents and Work”), are the joint property of the Parties, and if a copyright is claimed, County grants 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. If the Agreement is terminated, 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.

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. To the extent

County is acting on behalf of the Parties as stated in Section 119.0701, Florida Statutes, County shall:

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

11.3.2 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;

11.3.3. 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

11.3.4. 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 PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PARTY'S PUBLIC RECORDS CUSTODIAN IDENTIFIED IN EXHIBIT C.

11.4. Independent Contractor. County is an independent contractor of Municipalities, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, 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 Municipalities under this Agreement.

11.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant

to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.6. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent by any Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

11.7. Third-Party Beneficiaries. No Party intends to primarily or directly 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 of them based upon this Agreement.

11.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

IF TO COUNTY:

Public Works and Environmental Services Department
Director, Environmental Permitting Division
1 North University Drive, Mailbox 201
Plantation, Florida 33324-2038

IF TO MUNICIPALITIES:

Mayor, City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
JWasserman@coconutcreek.gov

Mayor, City of Coral Springs
City Hall, 9500 W Sample Road
Coral Springs, 33065
sbrook@coralsprings.gov

Mayor, City of Cooper City
9090 Southwest 50 Place
Cooper City, Florida 33328
JCurran@CooperCity.gov

Mayor, City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
jdavis@daniabeachfl.gov

Mayor, Town of Davie
8800 SW 36th Street, Bldg. C
Davie, Florida 33328
judy_paul@davie-fl.gov

Mayor, City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
jcooper@hallandalebeachfl.gov

Mayor, City of Lauderdale Lakes
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319
veronicap@lauderdalelakes.org

Mayor, City of Lighthouse Point
2200 NE 38th Street
Lighthouse Point, Florida 33064
kvanbuskirk@lighthousepoint.com

Mayor, City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
wmessam@miramarfl.gov

Mayor, City of Oakland Park
1100 Park Lane East
Oakland Park, Florida 33334
stevena@oaklandparkfl.gov

Mayor, Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023
gjacobs@tppfl.gov

Mayor, City of Plantation
400 Northwest 73rd Avenue
Plantation, Florida 33317
nsortal@plantation.org

Mayor, City of Deerfield Beach
150 Northeast 2nd Avenue
Deerfield Beach, Florida 33441
tdrosky@deerfieldbeachfl.gov

Mayor, Town of Lauderdale-by-the-Sea
4501 Ocean Drive
Lauderdale-by-the-Sea Florida
33308
Edmundm@lauderdalebythesea-fl.gov

Mayor, City of Lauderhill
5581 W Oakland Park Blvd
Lauderhill, Florida 33313
dgrant@lauderhill-fl.gov

Mayor, City of Margate
5790 Margate Boulevard
Margate, Florida 33063
aarserio@margatefl.com

Mayor, City of North Lauderdale
701 Southwest 71st Avenue
North Lauderdale, Florida 33068
sborgelin@nlauderdale.org

Mayor, City of Parkland
6600 University Drive
Parkland, Florida 33067
rwalker@cityofparkland.org

Mayor, City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
ACastillo@ppines.com

Mayor, City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33061
Rex.hardin@copbfl.com

Mayor, Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
sbreitkreuz@southwestranches.org

Mayor, City of Tamarac
7525 Northwest 88 Avenue
Tamarac, Florida 33321
Michelle.Gomez@tamarac.gov

Mayor, City of West Park
1965 S SR7
West Park, Florida 33023
Fbrunson@cityofwestpark.org

Mayor, City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
mryan@sunrisefl.gov

Mayor, City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326
mbrown@westonfl.org

Mayor, City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305
snewton@wiltonmanors.com

11.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by any Party without the prior written consent of the Parties. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

11.10. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, the Parties are strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of the Parties. The Parties must ensure that any use of generative artificial intelligence tools does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. The Parties must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.12. Compliance with Laws. The Parties must comply with all applicable law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all

deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by applicable law.

11.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to applicable law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.14 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against any Party.

11.15. Interpretation. The titles and 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 any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” 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 subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.17. 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 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 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties. The County Administrator is authorized to amend Exhibits A and B to comply with the NPDES MS4 Permit conditions imposed by FDEP during the issuance of the MS4 Permit.

11.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.20. Payable Interest.

11.20.1. Payment of Interest. Unless prohibited by applicable law, the Parties shall not be liable for interest to each other for any reason, whether as prejudgment interest or for any other purpose, and the Parties waive, reject, disclaim, and surrender any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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

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

11.22. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one (1) and the same agreement.

11.23. Use of Parties' Name or Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the applicable Party.

11.24. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of County, County hereby attests under penalty of perjury that County does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of County declares that they have read the foregoing statement and that the facts stated in it are true.

11.25. Recording. This Agreement shall be recorded in accordance with Section 163.01, Florida Statutes.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2026; and Municipalities, signing by and through their officials as reflected below, duly authorized to execute the same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Jennifer D. Brown (Date)
Senior Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

JDB/gmb
NPDES MS4 5th Issuance ILA
02/25/26
#[Imanage file #]

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF COCONUT CREEK

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF COOPER CITY

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

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CITY OF CORAL SPRINGS

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF DANIA BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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TOWN OF DAVIE

ATTEST:

By: _____
TOWN MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF HALLANDALE BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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TOWN OF LAUDERDALE-BY-THE-SEA

ATTEST:

By: _____
TOWN MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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Town Attorney

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CITY OF LAUDERDALE LAKES

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF LAUDERHILL

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF LIGHTHOUSE POINT

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF MARGATE

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF MIRAMAR

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF NORTH LAUDERDALE

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF OAKLAND PARK

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF PARKLAND

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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TOWN OF PEMBROKE PARK

ATTEST:

By: _____
TOWN MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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Town Attorney

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CITY OF PEMBROKE PINES

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF PLANTATION

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF POMPANO BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF SUNRISE

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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TOWN OF SOUTHWEST RANCHES

ATTEST:

By: _____
TOWN MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF TAMARAC

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF WESTON

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF WEST PARK

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

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City Attorney

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CITY OF WILTON MANORS

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

The Permittees consist of the Broward County (“County”), by and through its Public Works and Environmental Services Department (“PWESD”) and local governments within Broward County (“Municipalities”). The Permittees are responsible for completing the activities under Parts III, V, and VIII of the NPDES MS4 permit. County 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.

STORMWATER MANAGEMENT PROGRAM:			
<i>1. Structural Controls and Stormwater Collection Systems Operation.</i>			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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.	County & 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).	County & Municipalities	Provide the outfall inventory and map with the Year 1 Annual Report.

STORMWATER MANAGEMENT PROGRAM:
1. Structural Controls and Stormwater Collection Systems Operation.

PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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>Retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.</p>	County & 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>

STORMWATER MANAGEMENT PROGRAM:			
<i>2. Areas of New Development and Significant Redevelopment.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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:

2. Areas of New Development and Significant Redevelopment.

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>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>

STORMWATER MANAGEMENT PROGRAM:

3. Roadways.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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>	County & 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>	County & 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.

STORMWATER MANAGEMENT PROGRAM:

3. Roadways.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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: http://www.dep.state.fl.us/water/stormwater/npdes/MS4_1.htm. A Permittee may use results from a similar study if it is approved by the FDEP.</p> <p>Maintain documentation of the street sweeping program activities.</p>	County & 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 TN and TP that were removed by the collection of sweepings, in each Annual Report.

STORMWATER MANAGEMENT PROGRAM:

3. Roadways.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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> (FDEP, most current version) and from the <i>State of Florida Erosion and Sediment Control Design and Review Manual</i>, (Prepared for FDOT & 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 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 demonstrate the stormwater concerns reviewed and the appropriate control measures and procedures implemented or needing to be implemented.</p>	County & Municipalities	Report the number of applicable facilities and the number of inspections conducted for each facility in each Annual Report.

STORMWATER MANAGEMENT PROGRAM:

4. Flood Control Projects.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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>	County & 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>

STORMWATER MANAGEMENT PROGRAM:

5. Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered by an NPDES Stormwater Permit.

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"> • Operating municipal landfills; • Municipal waste transfer stations; • Municipal waste fleet maintenance facilities; and • Other municipal waste treatment, waste storage, and waste disposal facilities. <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>	<p>PWESD for County facilities Municipalities for their own facilities</p>	<p>Report the number of applicable facilities and the number of inspections conducted for each facility in each Annual Report.</p>

**STORMWATER MANAGEMENT PROGRAM:
6. Pesticides, Herbicides, and Fertilizer Application.**

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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>	County & 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 Green Industry BMP Program and the contracted commercial applicators of fertilizer who are FDACS certified/licensed.</p>	County & 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>	County & 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.	County	

**STORMWATER MANAGEMENT PROGRAM:
6. Pesticides, Herbicides, and Fertilizer Application.**

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(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"> • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • 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; • The methods for distribution; • The annual schedule for the activities/ distribution; • The method for documenting the outreach activities; • Identification of the staff / department(s) / entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program. <p>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)	<p>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 .</p>

**STORMWATER MANAGEMENT PROGRAM:
6. Pesticides, Herbicides, and Fertilizer Application.**

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(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"> • Incorporating Florida-Friendly landscaping and fertilization on all landscape projects; • Maintaining an inventory of pesticides, herbicides, and fertilizers; • Properly storing products; • Eliminating spraying programs with minimal effectiveness; • Using non-toxic pesticides where practical; • Timing applications for maximum effectiveness by considering growth cycles; and • Using efficient chemical management practices such as drift-retardants and applying during appropriate weather conditions. 	County & 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.) *Illicit Discharges and Improper Disposal - Inspections, Ordinances, and Enforcement Measures.***

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 the Permit, as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.	County & 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	<p style="text-align: center;">***RESERVED***</p> <p>Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, FDEP 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 the Permit.</p>	N/A	As Needed

STORMWATER MANAGEMENT PROGRAM:

7. c.) Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.

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"> • A list of priority areas/facilities; • An annual schedule for inspections; • Procedures for conducting MS4/facility inspections; • Procedures for confirming whether a facility has coverage under FDEP's NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity (MSGP, Rule 62-621.300(5), F.A.C.), and notifying FDEP's NPDES Stormwater Program if the permittee suspects the facility does not have coverage, if applicable); • Procedures for tracing the source of an illicit discharge/connection; • Procedures for eliminating the discharge/connection; • 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); • Procedures for enforcement actions or referrals to the appropriate jurisdictional authority (e.g. applicable MS4 operator, FDEP, DOH or SFWMD); • Identification of the staff/department(s)/entities responsible for performing inspections and enforcement activities; and 	County	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.

	<ul style="list-style-type: none"> • A description of the resources allocated to implement the plan. 		
STORMWATER MANAGEMENT PROGRAM:			
7. c.) Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	<p>Priority areas shall include the following as applicable to the Permittee's jurisdiction:</p> <ul style="list-style-type: none"> • Watersheds with bacteria TMDLs; • Areas with older infrastructure; • Industrial, commercial, or mixed use areas; • Facilities inspected in conjunction with other programs (e.g., industrial pretreatment inspections, health inspections, fire inspections, etc.); • Areas with a history of past illicit discharge and/or illegal dumping; • Areas with on-site sewage disposal systems; and • Areas upstream of sensitive or impaired water bodies. <p>The plan must include annual inspections in each Permittee's jurisdiction.</p>	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:

7. c.) Illicit Discharges and Improper Disposal- Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.

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 FDEP's NPDES Stormwater Program and provide the name and address of the facility. The written SOP shall be reviewed annually.</p>	PWESD	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.) *Illicit Discharges and Improper Disposal* □ *Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***

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.) Illicit Discharges and Improper Disposal -Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.

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 FDEP'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"> • A description of the topics; • A description of the personnel and contractors targeted; • The methods and materials to be used; • Identification of staff/department(s)/entities to perform training; • The method for documenting (in-house and outside) training activities; and • The annual training schedule for new and current personnel. 	PWESD to provide training based on the staff sent by County & Municipalities	Report the type of training activities, and the number of permittee personnel and contractors trained in each Annual Report.

STORMWATER MANAGEMENT PROGRAM:**7. c.) *Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(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 of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:

7. d.) Illicit Discharges and Improper Disposal - Spill Prevention and Response.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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>	County & Municipalities	Report on the spill prevention and response activities, including the number of spills responded to in each Annual Report.
ALL	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.	PWESD to provide training based on the staff sent by County & 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.) Illicit Discharges and Improper Disposal - Spill Prevention and Response.**

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">• A description of the topics;• A description of the personnel and contractors targeted;• The methods and materials to be used;• Identification of the staff / department(s) / outside entities who will perform the training;• The method for documenting (in-house and outside) training activities; and• The annual schedule of training for new and current personnel. <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.) Illicit Discharges and Improper Disposal - Public Reporting.

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"> • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • 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; • The methods for distribution; • The annual schedule for the activities/distribution; • The method for documenting activities; • Identification of the staff / department(s) / entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program. 	PWESD	<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 website visits (if applicable) in each Annual Report.</p>

STORMWATER MANAGEMENT PROGRAM:			
7. e.) <i>Illicit Discharges and Improper Disposal - Public Reporting.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	<p>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 website visits (if applicable).</p>	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:

7. f.) Illicit Discharges and Improper Disposal- Oils, Toxics, and Household Hazardous Waste Control.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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/marking 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"> • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • 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; • The methods for distribution; • The annual schedule for the activities/ distribution; • The method for documenting the activities; • Identification of the staff/department(s)/entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program. 	County & 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.) Illicit Discharges and Improper Disposal Oils, Toxics, and Household Hazardous Waste Control.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	<p>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, type and number of materials distributed, amount of waste collected/recycled/properly disposed, and number of website visits (if applicable).</p>	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:

7. g.) Illicit Discharges and Improper Disposal - Limitation of Sanitary Sewer Seepage.

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>	County & 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.

STORMWATER MANAGEMENT PROGRAM:

8. a.) Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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 the Permit, high risk facilities include:</p> <ul style="list-style-type: none"> • Operating municipal landfills; • Hazardous waste treatment, storage, disposal and recovery facilities; • Facilities that are subject to EPCRA Title III, Section 313 (Toxics Release Inventory (TRI) maintained by the U.S. EPA); and • 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. 	PWESD	Report on the high risk facilities inventory, including the type and total number of high risk facilities and the number of newly added facilities each year in each Annual Report.
ALL	<p>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 FDEP’s MSGP, if applicable).</p>	PWESD	(see next page)

STORMWATER MANAGEMENT PROGRAM:

8. a.) Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.

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"> • Procedures for prioritizing the inventoried facilities for inspection; • An inspection schedule (that includes inspecting each facility at least once during the permit cycle); • Procedures for conducting the site inspections (including confirming whether a facility has coverage under the MSGP, if applicable); • Procedures for addressing illicit discharges to the MS4; • Procedures for documenting the inspections and any enforcement activities (including use of a standard form/report); • Identification of the staff/department(s)/outside entities responsible for performing the inspections and the enforcement activities; • A schedule for training inspectors as per Part III.A.7.c of the Permit; and • A description of the resources allocated to implement the plan. 	(continued)	<p>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.</p>

STORMWATER MANAGEMENT PROGRAM:**8. a.) Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.**

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	<p>If 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 FDEP's MSGP, it shall notify FDEP'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)

STORMWATER MANAGEMENT PROGRAM:			
8. b.) <i>Industrial and High Risk Runoff - Monitoring for High Risk Industries.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<p>Sampling of the discharge to the stormwater system may be required on an as-needed basis if inspections of high-risk facilities disclose suspected illicit discharges to the MS4. New high-risk industrial facilities as defined in 40 C.F.R. 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>	PWESD	Report the number of high-risk facilities sampled in each Annual Report.

STORMWATER MANAGEMENT PROGRAM:

9. a.) Construction Site Runoff - Site Planning and Non-Structural & Structural Best Management Practices.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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"> • 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. • Notify permit applicants of the need to obtain all required stormwater permits including but not limited to, the ERP from the SFWMD or FDEP Southeast District Office, and the FDEP'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. • Confirm that ERP and CGP coverage was obtained, as applicable, prior to commencement of any land grading, excavation, or clearing (local approvals are not contingent upon obtaining these permits). <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. County 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.

STORMWATER MANAGEMENT PROGRAM:
9. b.) Construction Site Runoff - Inspection and Enforcement.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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 & 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"> • 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. 	<p>County for unincorporated areas. Municipalities in their jurisdiction</p>	<p>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.</p>

STORMWATER MANAGEMENT PROGRAM:
9. b.) Construction Site Runoff - Inspection and Enforcement.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	<ul style="list-style-type: none"> • 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 FDEP. • The priority order and inspection frequencies shall be based on the following criteria: <ol style="list-style-type: none"> 1. Construction site size. Larger sites (as determined by the Permittee) shall be inspected more frequently. 2. Water body status. Sites that discharge to impaired waters or sensitive waters shall be inspected more frequently. 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 the Permit. 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. 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. 	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:			
9. b.) Construction Site Runoff - Inspection and Enforcement.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	<p>6. Other criteria as determined by the Permittee.</p> <ul style="list-style-type: none"> • 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. • 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. <ul style="list-style-type: none"> o Site name and location, o Site operator, o Date of inspection, o Name of inspector, o Summary of the inspection findings, and o Any enforcement actions or referrals. 	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:
9. b.) Construction Site Runoff- Inspection and Enforcement.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	<p>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, FDEP, or SFWMD).</p>	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:

9. c.) Construction Site Runoff - Site Operator Training.

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 FDEP.</p> <p>The written SOP shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> • A description of the topics; • A description of the personnel and contractors targeted; • The methods and materials to be used; • Identification of the staff / department(s) / entities to perform the training; • Method for documenting (in-house and outside) training activities; and • Annual schedule of training for new and current personnel. 	PWESD to provide training based on the staff sent by County & 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.

STORMWATER MANAGEMENT PROGRAM:			
9. c.) Construction Site Runoff - Site Operator Training.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(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 FDEP'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.	PWESD will calculate loading based on the outfall data provided by Municipalities & County	Report Annually
	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	PWESD will calculate loading based on the outfall	Year 3 Annual Report

ALL	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.	data provided by Municipalities & County	
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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.	County & Municipalities	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"> a. A water quality monitoring plan intended to identify local sources where urban stormwater is adversely affecting surface water resources. b. Pollutant loadings. c. A description of how the data from a. and/or b. above will be used to: <ul style="list-style-type: none"> (1) evaluate trends in pollutant loadings from the MS4 and in water quality; and (2) identify portions of the MS4 which can be targeted for loading reduction /corrective action with additional pollutant reduction measures. <p>Each Permittee, or Permittees operating under a collaborative assessment program, shall develop and submit an assessment program to FDEP for review and approval within 12 months of permit issuance. Prior to FDEP approval, the Permittee shall continue to implement their previously approved monitoring program. The program shall specify which Permittees are collaborating on which elements in 1.a. through c. above. The monitoring plan shall be prepared in accordance with FDEP’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>	<p>County & Municipalities on basis of the monitoring data and loading calculation provided by PWESD</p>	<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)

2. For water bodies with a TMDL and without a BMAP.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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.	County & Municipalities	The plan shall be submitted to FDEP within six months of the effective date of the Permit.

3. Discharging into Waters with a Bacteria TMDL that does not have a BMAP			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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).	County & 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 Annual 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

Exhibit B
Payment Amount and Due Date for Each Party by Period

Municipality	2020 Population	Period				
		Oct 1, 2026 - Sept 30, 2027 (12 months) ¹	Oct 1, 2027 - Sept 30, 2028 (12 months) ²	Oct 1, 2028 - Sept 30, 2029 (12 months) ²	Oct 1, 2029 - Sept 30, 2030 (12 months) ²	Oct 1, 2030 - Sept 30, 2031 (12 months) ²
		Payment Due by:				
		Nov 30, 2026	Nov 30, 2027	Nov 30, 2028	Nov 30, 2029	Nov 30, 2030
Coconut Creek	57,833	\$16,531	\$16,944	\$17,367	\$17,802	\$18,247
Cooper City	34,401	\$10,157	\$10,411	\$10,671	\$10,938	\$11,212
Coral Springs	134,394	\$37,355	\$38,289	\$39,246	\$40,227	\$41,233
Dania Beach	31,723	\$9,429	\$9,664	\$9,906	\$10,154	\$10,407
Davie	105,691	\$29,548	\$30,287	\$31,044	\$31,820	\$32,615
Deerfield Beach	86,859	\$24,426	\$25,036	\$25,662	\$26,304	\$26,961
Hallandale Beach	41,217	\$12,011	\$12,311	\$12,619	\$12,935	\$13,258
Lauderdale-by-the-Sea	6,198	\$2,486	\$2,548	\$2,612	\$2,677	\$2,744
Lauderdale Lakes	35,954	\$10,579	\$10,844	\$11,115	\$11,393	\$11,678
Lauderhill	74,482	\$21,059	\$21,586	\$22,125	\$22,678	\$23,245
Lighthouse Point	10,486	\$3,652	\$3,743	\$3,837	\$3,933	\$4,031
Margate	58,712	\$16,770	\$17,189	\$17,619	\$18,059	\$18,511
Miramar	134,721	\$37,444	\$38,380	\$39,340	\$40,323	\$41,331
North Lauderdale	44,794	\$12,984	\$13,309	\$13,641	\$13,982	\$14,332
Oakland Park	44,229	\$12,830	\$13,151	\$13,480	\$13,817	\$14,162
Parkland	34,670	\$10,230	\$10,486	\$10,748	\$11,017	\$11,292
Pembroke Park	6,260	\$2,503	\$2,565	\$2,629	\$2,695	\$2,763
Pembroke Pines	171,178	\$47,360	\$48,544	\$49,758	\$51,002	\$52,277
Plantation	91,750	\$25,756	\$26,400	\$27,060	\$27,736	\$28,430
Pompano Beach	112,046	\$31,277	\$32,058	\$32,860	\$33,681	\$34,523
Southwest Ranches	7,607	\$2,869	\$2,941	\$3,014	\$3,090	\$3,167
Sunrise	97,335	\$27,275	\$27,957	\$28,656	\$29,372	\$30,107
Tamarac	71,897	\$20,356	\$20,865	\$21,387	\$21,921	\$22,469
Weston	68,107	\$19,325	\$19,808	\$20,303	\$20,811	\$21,331
West Park	15,130	\$4,915	\$5,038	\$5,164	\$5,293	\$5,426
Wilton Manors	11,426	\$3,908	\$4,006	\$4,106	\$4,208	\$4,314
County	15,462	\$5,006	\$5,131	\$5,259	\$5,391	\$5,525
Total	1,604,562	\$458,041	\$469,491	\$481,228	\$493,259	\$505,591

1. Oct 1, 2026 – Sept 30, 2027, cost is based on a fee of \$800 per municipality plus \$0.272 per capita, based on 2020 Census.
2. Oct 1, 2027 – Sept 30, 2028, cost, and cost each year thereafter, is based on a 2.5% increase from the previous year.

Exhibit C
Parties' Public Records Custodians

FOR COUNTY:

Public Works and Environmental Services Department
Yvel Rocher, P.E., MSCV, Environmental Program Manager
1 N University Drive, Mailbox 201
Plantation, Florida 33324-2038
yrocher@broward.org
954-519-1234

FOR MUNICIPALITIES:

City of Coconut Creek
Insert Name of Records Custodian
4800 West Copans Road
Coconut Creek, Florida 33063
Email
Phone Number

City of Cooper City
Insert Name of Records Custodian
9090 Southwest 50 Place
Cooper City, Florida 33328
Email
Phone Number

City of Coral Springs
Insert Name of Records Custodian
City Hall, 9500 W Sample Road
Coral Springs, 33065
Email
Phone Number

City of Dania Beach
Insert Name of Records Custodian
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Email
Phone Number

Town of Davie
Insert Name of Records Custodian
8800 SW 36th Street, Bldg. C
Davie, Florida 33328
Email
Phone Number

City of Deerfield Beach
Insert Name of Records Custodian
150 Northeast 2nd Avenue
Deerfield Beach, Florida 33441
Email
Phone Number

City of Hallandale Beach
Insert Name of Records Custodian
400 South Federal Highway
Hallandale Beach, Florida 33009
Email
Phone Number

Town of Lauderdale-by-the Sea
Insert Name of Records Custodian
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Email
Phone Number

City of Lauderdale Lakes
Insert Name of Records Custodian
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319
Email
Phone Number

City of Lauderhill
Insert Name of Records Custodian
5581 W Oakland Park Blvd
Lauderhill, Florida 33313
Email
Phone Number

City of Lighthouse Point
Insert Name of Records Custodian
2200 NE 38th Street
Lighthouse Point, Florida 33064
Email
Phone Number

City of Miramar
Insert Name of Records Custodian
2300 Civic Center Place
Miramar, Florida 33025
Email
Phone Number

City of Oakland Park
Insert Name of Records Custodian
1100 Park Lane East
Oakland Park, Florida 33334
Email
Phone Number

Town of Pembroke Park
Insert Name of Records Custodian
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023
Email
Phone Number

City of Plantation
Insert Name of Records Custodian
400 Northwest 73rd Avenue
Plantation, Florida 33317
Email
Phone Number

Town of Southwest Ranches
Insert Name of Records Custodian
13400 Griffin Road
Southwest Ranches, Florida 33330
Email
Phone Number

City of Margate
Insert Name of Records Custodian
5790 Margate Boulevard
Margate, Florida 33063
Email
Phone Number

City of North Lauderdale
Insert Name of Records Custodian
701 Southwest 71st Avenue
North Lauderdale, Florida 33068
Email
Phone Number

City of Parkland
Insert Name of Records Custodian
6600 University Drive
Parkland, Florida 33067
Email
Phone Number

City of Pembroke Pines
Insert Name of Records Custodian
601 City Center Way
Pembroke Pines, Florida 33025
Email
Phone Number

City of Pompano Beach
Insert Name of Records Custodian
100 West Atlantic Boulevard
Pompano Beach, Florida 33061
Email
Phone Number

City of Sunrise
Insert Name of Records Custodian
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
Email
Phone Number

City of Tamarac
Insert Name of Records Custodian
7525 Northwest 88 Avenue
Tamarac, Florida 33321
Email
Phone Number

City of West Park
Insert Name of Records Custodian
1965 S SR7
West Park, Florida 33023
Email
Phone Number

City of Weston
Insert Name of Records Custodian
17200 Royal Palm Boulevard
Weston, Florida 33326
Email
Phone Number

City of Wilton Manors
Insert Name of Records Custodian
2020 Wilton Drive
Wilton Manors, Florida 33305
Email
Phone Number