



Southwest Ranches Town Council

REGULAR MEETING Agenda of July 13, 2017

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Doug McKay <u>Vice Mayor</u> Steve Breitreuz	<u>Town Council</u> Freddy Fisikelli Gary Jablonski Denise Schroeder	<u>Town Administrator</u> Andrew D. Berns <u>Town Financial</u> <u>Administrator</u> Martin Sherwood, CPA CGFO	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Assistant Town</u> <u>Administrator/Town Clerk</u> Russell C. Muniz, MMC
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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Resolutions

- 8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR JOINT PARTICIPATION IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

9. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIRST MODIFICATION TO THE AGREEMENT WITH THE MELLGREN PLANNING GROUP, INC.; EXTENDING THE AGREEMENT FOR AN ADDITIONAL THREE (3) YEAR TERM; ADJUSTING THE APPLICANT FEE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

10. **Approval of Minutes**

- a. **June 8, 2017 Regular Meeting**

11. **Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, P.E., Town Engineer
DATE: 7/13/2017
SUBJECT: INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
TOWN OF SOUTHWEST RANCHES REGARDING THE NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) -
MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)

Recommendation

The interlocal agreement provides for Broward County and co-permittees, which includes the Town of Southwest Ranches, to share the burden of the provisions of the Third Five-Year NPDES-MS4 permit. The agreement provides for financial contribution by all co-permittees.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The NPDES-MS4 is a federal program under the Environmental Protection Agency (EPA) which regulates municipal stormwater discharge. The Florida Department of Environmental Protection (FDEP) administers the program in the State of Florida. A county-wide NPDES-MS4 permit was issued to Broward County, designating the County the lead permittee and the municipalities as co-permittees.

Whereas the first interlocal agreement dated October 20, 1998, between Broward County and

the co-permittees expired at the conclusion of the first five-year NPDES-MS4 permit; and the second interlocal agreement and co-permittees including the Town of Southwest Ranches, dated June 12, 2003 which expired at the conclusion of the second five-year permit #FLS000016. On September 2, 2011, the FDEP issued the Third Five-Year Permit No. FLS000016-003 to Broward County and the co-permittees.

A new interlocal agreement with Broward County provides for the Town of Southwest Ranches to continue as a co-permittee along with other municipalities in Broward County; and allows Broward County to provide services in accordance with provisions of the agreement. Annual financial contribution will be provided to Broward County pro-rated among the 29 co-permittees.

The Broward County Environmental Protection and Growth Management Department (EPGMD) has provided services in accordance with the previous agreements. The EPGMD provided excellent assistance in the implementation of the Town's NPDES program, such as water quality testing, tracking environmental complaints, and coordination with the Florida Department of Environmental Protection (FDEP).

Fiscal Impact/Analysis

Each co-permittee's annual financial contribution is based on a flat fee of \$600 plus \$0.205 per capita per 2010 Census Data, and 2.5% increase each year. Based on the Town's 7,345 population, the annual contributions beginning 2017 is \$2,106; 2018 at \$2,158; 2019 at \$2,212; 2020 at \$2,268 and 2021 at \$2,324.

The Town currently has \$3,325 budgeted in the Fiscal Year 2016-2017 Municipal Transportation Fund Expenditures account #101-5100-541- 49100 (Other Current Charges).

Staff Contact:

Rod Ley, P.E., Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
NPDES Reso - TA Approved	7/3/2017	Resolution
NPDES ILA	7/3/2017	Agreement

RESOLUTION NO. 2017 – ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR JOINT PARTICIPATION IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Federal Government requires local agencies to develop a NPDES Program; and

WHEREAS, Broward County has coordinated and has developed a NPDES program to include a Municipal Separate Storm Sewer System (MS4) Permit Program; and

WHEREAS, the Interlocal Agreement provides for the Town of Southwest Ranches to continue as a co-permittee along with all other Broward County municipalities; and

WHEREAS, the Town Council has reviewed and has found the Interlocal Agreement for NPDES acceptable and desires to continue to be an active partner and co-permittee; and

WHEREAS, the Town Council believes that this Interlocal Agreement is in the best interest of the health, safety, and welfare of its residents;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the Interlocal Agreement for the joint participation in the National Pollutant Discharge Elimination System program, as attached hereto and incorporated herein by reference as Exhibit "A".

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to execute the attached Interlocal Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make

such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____ 2017, on a motion by _____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

114207342.1

EXHIBIT "A"

Interlocal Agreement

Prepared by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1. DEFINITIONS

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

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

ARTICLE 2. SCOPE OF SERVICES

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

ARTICLE 3. TERM AND TIME OF PERFORMANCE

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

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

ARTICLE 4. COMPENSATION

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

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

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

ARTICLE 5. GOVERNMENTAL IMMUNITY

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

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

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

ARTICLE 7. TERMINATION

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

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

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

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

ARTICLE 8. EEO COMPLIANCE

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

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

ARTICLE 9. MISCELLANEOUS

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

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

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

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

A request for public records regarding this Agreement may be made directly to any Party, who will be responsible for responding to any such public records requests.

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

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

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

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

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

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

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

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

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

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

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

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

9.13 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

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

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

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

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

9.18 Payable Interest

9.22.1 Payment of Interest. The Parties waive, reject, disclaim and surrender any and all entitlement each has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest if such application would be contrary to applicable law.

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

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

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

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

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

9.23 Recording. This Agreement shall be recorded in accordance with the Florida Interlocal Cooperation Act of 1969. County shall record this instrument at its own expense.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Municipalities, signing by and through their officials as reflected below, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
_____ day of _____, 20__

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

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

By: _____
Maite Azcoitia (Date)
Deputy County Attorney

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

TOWN OF SOUTHWEST RANCHES

Attest:

By _____
Mayor-Councilmember

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

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

EXHIBIT A

BROWARD COUNTY AND MUNICIPALITIES RESPONSIBILITIES

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

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

PART III. SCHEDULES FOR IMPLEMENTATION AND COMPLIANCE

A. Implementation of Stormwater Management Programs.

STORMWATER MANAGEMENT PROGRAM:

1. Structural Controls and Stormwater Collection Systems Operation.

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.	BCPWD & Municipalities	Report the current known inventory in each ANNUAL REPORT.
	Provide an inventory of all known major outfalls covered by the permit and a map depicting the location of the major outfalls (hard copy or electronic).	BCPWD & Municipalities	Provide the outfall inventory and map with the Year 1 ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 1. Structural Controls and Stormwater Collection Systems Operation.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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. 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. If these activities are conducted by another entity under a contractual agreement, then the Permittees shall retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.	BCPWD and Municipalities	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. 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.

STORMWATER MANAGEMENT PROGRAM: <i>2. Areas of New Development and Significant Redevelopment.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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. Maintain documentation of the new development and significant redevelopment project review activity.	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	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.	Municipalities for their codes and County for Ch.27 and Vol.4 in area of ERP delegation	Provide in the Year 2 ANNUAL REPORT the summary report of the review activity.
	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. In addition, develop a follow-up report that summarizes plan implementation to change the local codes and regulations and promote reducing stormwater impacts from new development and areas of significant redevelopment.		Provide in the Year 4 ANNUAL REPORT the follow-up report on plan implementation.

STORMWATER MANAGEMENT PROGRAM:			
3. Roadways.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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. Maintain documentation of the litter control program activities.	BCPWD and Municipalities	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected in each ANNUAL REPORT.
ALL	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. Maintain documentation of the Adopt-A-Road (or similar program) activities.	BCPWD and Municipalities	If an Adopt-A-Road or similar program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
3. Roadways.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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. * 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 Department. Maintain documentation of the street sweeping program activities.	BCPWD and Municipalities	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of the sweepings collected, and the estimated pounds of total nitrogen (TN) and total phosphorus (TP) that were removed by the collection of sweepings, in each ANNUAL REPORT.

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

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	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: • operating municipal landfills; • municipal waste transfer stations; • municipal waste fleet maintenance facilities; and • other municipal waste treatment, waste storage, and waste disposal facilities. 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. 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.	BCEP/GMD in County facilities and Municipalities in their own facilities	Report the number of applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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. Maintain a list of the public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed.	BCPWD and Municipalities	Report the number of public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed in each ANNUAL REPORT.
ALL	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. 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.	BCPWD and Municipalities	Report the number of permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS licensed in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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. 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. The ordinance shall be adopted within 24 months of the date of permit issuance.	BCEPGMD and Municipalities	Provide a copy of the adopted ordinance with the Year 2 ANNUAL REPORT.
ALL	Implement a public education and outreach program to encourage citizens to reduce their use of pesticides, herbicides, and fertilizers. The program shall include the distribution of public education materials describing the need to minimize the application of fertilizers, pesticides and herbicides, and promote actions such as incorporating Florida-Friendly landscaping concepts into new landscaping projects.	BCEPGMD	

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.				
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT	
(continued)	The written SOP for implementation of the program shall include the following and be reviewed annually: * • 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. If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit. 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).	(continued)	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers, including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable) in each ANNUAL REPORT.	

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	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. The written SOP for the program shall be reviewed annually and include items such as: • 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.	BCPWD and Municipalities	As Needed

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

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

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

STORMWATER MANAGEMENT PROGRAM:			
7. c.) <i>Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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: • 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 the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (MSGP, Rule 62-621.300(5), F.A.C.), and notifying the Department's NPDES Stormwater Program if the permittee suspects the facility does not have coverage, if applicable); • 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);	BCEPGMD	Report on the proactive inspection program, including the number of inspections conducted, the number of illicit activities found, and the number and type of enforcement actions taken or the number of referrals completed in each ANNUAL REPORT.

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)	- procedures for enforcement actions or referrals to the appropriate jurisdictional authority (e.g. applicable MS4 operator, DEP, DOH or SFWMD); - identification of the staff / department(s) / entities responsible for performing inspections and enforcement activities; and - a description of the resources allocated to implement the plan. Priority areas shall include the following as applicable to the permittee's jurisdiction: - 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. If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement. The plan must include annual inspections in each permittee's jurisdiction.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:			
7. c.) <i>Illicit Discharges and Improper Disposal- Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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. 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. 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. If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify the Department's NPDES Stormwater Program and provide the name and address of the facility. The written SOP shall be reviewed annually.	BCEPGMD	Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken in each ANNUAL REPORT.

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

STORMWATER MANAGEMENT PROGRAM:			
7. c.) Illicit Discharges and Improper Disposal -Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
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, fleet maintenance staff, and inspectors) to identify and report conditions in the stormwater system that may indicate the presence of illicit discharges/connections/dumping to the MS4. Instruct personnel and appropriate contractors to be alert for illicit connections and suspicious flows during routine maintenance activities (particularly in areas with high risk facilities). The training shall include an overview of the NPDES stormwater permitting requirements under the Department's MSGP, and the types of facilities covered. The written SOP for the program shall be reviewed annually and include the following: • 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 schedule of training for new and current personnel.	BCEPGMD to provide training based on the staff sent by BCPWD and Municipalities	Report the type of training activities, and the number of permittee personnel and contractors trained in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 7. c.) <i>Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(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.) <i>Illicit Discharges and Improper Disposal - Spill Prevention and Response.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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. Maintain documentation of the spill prevention and response activities.	BCPWD and PARIES	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.	BCEPGMD to provide training based on the staff sent by BCPWD and Municipalities	Report the type of training activities, and the number of permittee personnel and contractors trained in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 7. d.) <i>Illicit Discharges and Improper Disposal - Spill Prevention and Response.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	The written SOP for the program shall include the following and be reviewed annually: • 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. 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. e.) <i>Illicit Discharges and Improper Disposal - Public Reporting.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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. The written SOP for the program shall include the following and be reviewed annually: • 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.	BCEPGMD	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable) in each ANNUAL REPORT.

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

STORMWATER MANAGEMENT PROGRAM: 7. f.) <i>Illicit Discharges and Improper Disposal- Oils, Toxics, and Household Hazardous Waste Control.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a public education and outreach program to encourage the proper use and disposal of used motor vehicle fluids, leftover hazardous household waste (HHW), and lead acid batteries. Routinely inform the public of the locations of collection facilities, a description of the types of materials accepted and the hours of operation. The program may include an activity such as the stenciling/marketing of municipally-owned storm sewer inlets, and providing information through the Internet, utility bill inserts, brochures, flyers, PSAs, presentations, etc.	BCPWD and Municipalities	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of website visits (if applicable) in each ANNUAL REPORT.
	The written SOP for the program shall also include the following and be reviewed annually: • 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.		

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

STORMWATER MANAGEMENT PROGRAM:			
7. g.) <i>Illicit Discharges and Improper Disposal - Limitation of Sanitary Sewer Seepage.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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. 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. 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. Maintain documentation of the SSOs and inflow /infiltration incidents addressed.	BCPWD and Municipalities	Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/infiltration, the number of SSOs or inflow/infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Maintain an up-to-date inventory of all existing high risk facilities discharging into the permittee's MS4. The inventory shall identify the facility outfall to the MS4, the MS4 outfall and receiving surface water body. For the purposes of this permit, high risk facilities include: • 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.	BCEPGMD	Report on the high risk facilities inventory, including the type and total number of high risk facilities and the number of facilities newly added each year in each ANNUAL REPORT.
ALL	Implement a high risk facility program for conducting inspections of high risk facilities to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit discharges / connections / dumping, compliance with local stormwater regulation requirements, and confirm coverage under the Department's MSGP, if applicable).	BCEPGMD	(see next page)

STORMWATER MANAGEMENT PROGRAM:			
8. a.) <i>Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	The written SOP for the program shall include the following and be reviewed annually: * • 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. If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement.	(continued)	Report on the high risk facilities inspection program, including the number of inspections conducted, and the number and type of enforcement actions taken, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
8. a.) Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	In the event that the inspection identifies conditions or activities that are in violation of local codes and ordinances, the permittee shall implement the necessary enforcement to prevent the discharge of pollutants to the MS4. If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify the Department's NPDES Stormwater Program and provide the name and address of the facility. 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.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:			
8. b.) Industrial and High Risk Runoff - Monitoring for High Risk Industries.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Sampling of the discharge to the stormwater system may be required on an as-needed basis in the event that inspections of high-risk facilities disclose suspected illicit discharges to the MS4. New high-risk industrial facilities as defined in 40 CFR 122.26(d)(2)(iv)(C) must be evaluated to determine if the new discharge is contributing a substantial pollutant load to the MS4. The evaluation may include site-specific sampling. Maintain documentation of the sampling activities.	BCEPGMD	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	Implement a pre-construction site plan review program. The written SOP for the program shall include the following and be reviewed annually: * • 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 DEP Southeast District Office, and the Department's NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP; Rule 62-621.300(4), F.A.C.), as applicable. • Confirm that ERP and CGP coverage has been obtained, as applicable, prior to commencement of any land grading, excavation, or clearing (local approvals are not contingent upon obtaining these permits). Maintain documentation of the pre-construction site plan review activity, including notification and confirmation of ERP and CGP coverage.	Municipalities for local ordinances, and BCEPGMD and BCPWD for County regulations	Report the number of permittee and private pre-construction site plans reviewed and approved for stormwater erosion, sedimentation and waste controls, the number of permit applicants notified of ERP and CGP, and confirmations of coverage in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff - Inspection and Enforcement.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	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. The written SOP for the program shall include the following and be reviewed annually: • 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.	BCEPGMD for unincorporated area and Municipalities in their jurisdiction	Report on the inspection program for privately-operated and permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
9. b.) <i>Construction Site Runoff - Inspection and Enforcement.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	- Inspections shall occur at multiple phases of construction, at all phases determined as necessary and appropriate. At a minimum, inspections shall occur at least once prior to land disturbance to ensure that BMPs have been properly installed, at least once during active construction, and at the conclusion of active construction, unless otherwise justified by the permittee within the written SOP and approved by the Department. - The priority order and inspection frequencies shall be based on the following criteria: - Construction site size. Larger sites (as determined by the permittee) shall be inspected more frequently. - Water body status. Sites that discharge to impaired waters or sensitive waters shall be inspected more frequently. - Significance of adverse water quality impacts. Sites that have been determined by the permittee to be a significant threat to water quality shall be inspected more frequently. An evaluation of the site's threat to water quality shall include consideration of factors such as the site's proximity to receiving waters and adjacent wetlands, its slopes, its soil characteristics, its need to be dewatered, history of non-compliance by site operators, and public complaints. This evaluation shall be performed during the pre-construction site plan review as per Part III.A.9.a of this permit.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:				
9. b.) Construction Site Runoff - Inspection and Enforcement.				
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT	
(continued)	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. 6. Other criteria as determined by the permittee. • 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. - 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.) <i>Construction Site Runoff- Inspection and Enforcement.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	Procedures for enforcement (e.g., Stop Work Orders, Notices of Violation, citations, fines) used to ensure compliance with the permittee's regulatory requirements for construction sites. This shall include procedures to assure that corrective actions are taken where approved erosion and sedimentation control BMPs and permit conditions are not being met; the method used for tracking the date and type of all follow-up enforcement actions taken based on inspection findings; and procedures for referrals to the appropriate jurisdictional authorities (e.g. applicable MS4 operator, DEP, or SFWMD).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:			
9. c.) Construction Site Runoff - Site Operator Training.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a training program for stormwater training/outreach for permittee personnel (and contractors employed by or under contract with the permittee) involved in the site plan review, site operation or inspection of construction site stormwater management, erosion, and sedimentation controls. All permittee inspectors and site operators (and contractors employed by or under contract with the permittee) of construction sites shall be certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training program, or an equivalent program approved by the Department. The written SOP shall include the following and be reviewed annually: • 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.	BCEPGMD to provide training based on the staff sent by BCPWD and Municipalities	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained and the number of private construction site operators trained by the permittee in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 9. c.) <i>Construction Site Runoff - Site Operator Training.</i>			
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 the Department’s <i>NPDES Phase I MS4 Permitting Resource Manual</i> (most current version), and shall take into consideration land uses within the drainage areas associated with the outfall or watershed.	BCEPGMD will calculate loading based on the outfall data provided by Municipalities and BCPWD	Report Annually
ALL	Each permittee shall provide a table of average annual pollutant loadings and EMCs. Each permittee shall compare the current cycle’s average annual pollutant loadings with those from the previous cycle’s Year 3 ANNUAL REPORT. In addition, each permittee shall specify the source of the data used (local storm event monitoring or state EMCs) and methods or models used for the calculations. The model or method must normalize the average annual pollutant loading estimates to reflect variations in annual rainfall. Based on this comparison of average annual pollutant loadings, the Permittees shall indicate whether pollutant loadings are increasing or decreasing for each major outfall or major watershed. Submit average annual pollutant loading information with the Year 3 ANNUAL REPORT.	BCEPGMD will calculate loading based on the outfall data provided by Municipalities and BCPWD	Year 3 ANNUAL REPORT

A. Annual Loadings and Event Mean Concentrations.

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

B. Assessment Program.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<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: 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: (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. Each permittee, or Permittees operating under a collaborative assessment program, shall develop and submit an assessment program to the Department for review and approval within 12 months of permit issuance. Prior to Department approval, the permittee shall continue to implement their previously approved monitoring program. If multiple Permittees operate under one collaborative assessment program, the program shall specify which Permittees are collaborating on which elements in 1.a. through c. above, within an interlocal agreement. The monitoring plan shall be prepared in accordance with the Department's <i>Guidance for Preparing Stormwater Monitoring Plans as Required for Phase I Municipal Separate Storm Sewer System (MS4) Permits</i> (most current version).	BCPWD and Municipalities on basis of the monitoring data and loading calculation provided by EPGMD	Submit an assessment program to the Department for review and approval within 12 months of permit issuance. 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.

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.	BCPWD and Municipalities	The plan shall be submitted to DEP within six months of the effective date of the permit for review and approval.

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).	BCPWD and Municipalities	Submit the Bacteria Pollution Control Plan with the Year 3 ANNUAL REPORT.
	Each ANNUAL REPORT shall include a table summarizing the status of the TMDL process. The report also shall include a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.		Annually

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES
CONCERNING THE FOURTH CYCLE FIVE-YEAR NPDES MS4 PERMIT NO. FLS000016-004

Exhibit B
Financial Contribution for Each Party by Year

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

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

This proposed fee is subject to Broward County Commission approval

Exhibit C
Parties' Public Records Custodians Pursuant to Section 9.2

BROWARD COUNTY - ASHOK RAICHOUDHURY, (954) 519-1490, ARAICHOUDHURY@BROWARD.ORG, 1 N UNIVERSITY DRIVE, #201, PLANTATION, FL 33324

CITY OF COCONUT CREEK - CITY CLERK, LESLIE WALLACE MAY, 954-973-6774, PUBLICRECORDS@COCONUTCREEK.NET, 4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063

CITY OF COOPER CITY - CITY CLERK/DIRECTOR OF ADMINISTRATIVE SERVICES, KATHRYN SIMS, 954-434-4300, KSIMS@COOPERCITYFL.ORG, P.O. BOX 290910, COOPER CITY, FLORIDA 33329-0910

CITY OF CORAL SPRINGS - CITY CLERK, DEBRA DORE THOMAS, 954-344-1067, DTHOMAS@CORALSPRINGS.ORG, 9551 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065

CITY OF DANIA BEACH - CITY CLERK, LOUISE STILSON, 954-924-6800, LSTILSON@DANIABAECFL.GOV, 100 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA 33004

TOWN OF DAVIE - TOWN CLERK, EVELYN ROIG, 954-797-1011, EVELYN_ROIG@DAVIE-FL.GOV, 6591 ORANGE DRIVE, DAVIE, FLORIDA 33314

CITY OF DEERFIELD BEACH - CITY CLERK, SAMANTHA GILLYARD, 954-480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, 150 NORTHEAST SECOND AVENUE, DEERFIELD BEACH, FLORIDA 33441

CITY OF HALLANDALE BEACH - MARIO BATAILLE, 954-457-1339, MBATAILLE@COHB.ORG, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA 33009

TOWN OF LAUDERDALE-BY-THE SEA - TOWN CLERK, TEDRA ALLEN, 954-640-4201, TEDRAA@LAUDERDALEBYTHESEA-FL.GOV, 4501 OCEAN DRIVE, LAUDERDALE-BY-THE-SEA FLORIDA 33308

CITY OF LAUDERDALE LAKES - CITY CLERK, SHARON HOUSLIN, 954-535-2707, SHARONH@LAUDERDALELAKES.ORG, 4300 NORTHWEST 36 STREET, LAUDERDALE LAKES, FLORIDA 33319

CITY OF LAUDERHILL - CITY CLERK, ANDREA M. ANDERSON, 954-730-3010, AANDERSON@LAUDERHILL-FL.GOV, 5581 W OAKLAND PARK BLVD., LAUDERHILL, FLORIDA 33313

CITY OF LIGHTHOUSE POINT - CITY CLERK, JENNIFER OH, 954-943-6500, JOH@LIGHTHOUSEPOINT.COM, 2200 NE 38TH ST., LIGHTHOUSE POINT, FL 33064

CITY OF MARGATE - CITY CLERK, JOSEPH KAVANAGH, 954-972-6454, JJKAVANAGH@MARGATEFL.COM, 5790 MARGATE BOULEVARD, MARGATE, FLORIDA 33063

CITY OF MIRAMAR - CITY CLERK, DENISE A. GIBBS, 954-602-3011, DAGIBBS@MIRAMARFL.GOV, 2300 CIVIC CENTER PLACE, MIRAMAR, FLORIDA 33023

CITY OF NORTH LAUDERDALE - CITY CLERK, PATRICIA VANCHERI, 954-724-7056, PVANCHERI@NLAUDERDALE.ORG, 701 SOUTHWEST 71 AVENUE, NORTH LAUDERDALE, FLORIDA 33068

CITY OF OAKLAND PARK - CITY CLERK, RENEE SHROUT, 954-630-4298, RENEEES@OAKLANDPARKFL.GOV, 5399 NORTH DIXIE HIGHWAY, SUITE 3, OAKLAND PARK, FLORIDA 33334

CITY OF PARKLAND - CITY CLERK, JENNIFER JOHNSON, 954-757-4132, JLJOHNSON@CITYOFPARKLAND.ORG, 6600 UNIVERSITY DR., PARKLAND, FLORIDA 33067

TOWN OF PEMBROKE PARK - PUBLIC WORKS DIRECTOR, TODD V. LARSON, 954-9664600 EXT. 238, TLARSON@TOWNOFPEMBROKEPARK.COM AND STEPHANIE WOODBURY SWOODBURY@TOWNOFPEMBROKEPARK.COM, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023

CITY OF PEMBROKE PINES - CITY ENGINEER, KARL KENNEDY, 954-518-9040, KKENNEDY@PPINES.COM, 8300 SOUTH PALM DRIVE, PEMBROKE PINES, FLORIDA 33026

CITY OF PLANTATION - CITY CLERK, SUSAN SLATTERY, 954-797-2719, SSLATTERY@PLANTATION.ORG, 400 NORTHWEST 73 AVENUE, PLANTATION, FLORIDA 33317

CITY OF POMPANO BEACH - CITY CLERK, ASCELETA HAMMOND, 954-786-4611, RECORDSCUSTODIAN@COPBFL.COM, 100 WEST ATLANTIC BOULEVARD, P. O. DRAWER 1300, POMPANO BEACH, FLORIDA 33061

TOWN OF SOUTHWEST RANCHES - ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, RUSSELL MUNIZ, 954-434-0008, RMUNIZ@SOUTHWESTRANCHES.ORG, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FL 33330

CITY OF SUNRISE - CITY CLERK, FELICIA M. BRAVO, 954-746-3333, CITYCLERK@SUNRISEFL.GOV, 10770 WEST OAKLAND PARK BLVD., SUNRISE, FLORIDA 33351

CITY OF TAMARAC - CITY CLERK, PAT TEUFEL, 954-597-3506, PATT@TAMARAC.ORG, 7525 NORTHWEST 88 AVENUE, TAMARAC, FLORIDA 33321

**CITY OF WESTON - CITY CLERK, PATRICIA BATES, 954-385-2000,
PBATES@WESTONFL.ORG, 17200 ROYAL PALM BOULEVARD, WESTON, FL
33326**

**CITY OF WEST PARK - CITY CLERK, ALEXANDRA GRANT, 954-989-2688 EXT. 205,
AGRANT@CITYOFWESTPARK.ORG, 1965 S SR7, WEST PARK, FLORIDA 33023**

**CITY OF WILTON MANORS - CITY CLERK, KATHRYN SIMS, 954-390-2123,
KSIMS@WILTONMANORS.COM, CITY OF WILTON MANORS, 2020 WILTON
DRIVE, WILTON MANORS, FLORIDA 33305**

Exhibit D
Parties' Addresses for Notice Pursuant to Section 9.7

IF TO COUNTY:

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

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

IF TO MUNICIPALITIES:

Mayor, City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
btooley@coconutcreek.net

Mayor, City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
wcampbell@coralsprings.org

Mayor, Town of Davie
6591 Orange Drive
Davie, Florida 33314
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 36 Street
Lauderdale Lakes, Florida 33319
HazelleR@lauderdalelakes.org

Mayor, City of Cooper City
9090 Southwest 50 Place
Cooper City, Florida 33328
Mayor_Ross@CooperCityFL.org

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

Mayor, City of Deerfield Beach
150 Northeast Second Avenue
Deerfield Beach, Florida 33441
web.commission@Deerfield-Beach.com

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

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

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

and

John Lavisky, City Administrator
2200 NE 38th Street
Lighthouse Point, Florida 33064
jlavisky@lighthousepoint.com

Mayor, City of Miramar
2300 Civic Center Place
Miramar, Florida 33023
wmessam@miramarfl.gov

Mayor, City of Oakland Park
5399 North Dixie Highway, Suite 3
Oakland Park, Florida 33334
JohnA@oaklandparkfl.gov

Mayor, Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park, Florida 33023
amohammed@townofpembrokepark.com

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

Mayor, Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
dmckay@southwestranches.org

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

Mayor, City of North Lauderdale
701 Southwest 71 Avenue
North Lauderdale, Florida 33068
jbrady@nlaiderdale.org

Mayor, City of Parkland
6600 University Dr.
Parkland, Florida 33067
chunschofsky@cityofparkland.org

Mayor, City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026
fortis@ppines.com

Mayor, City of Pompano Beach
100 West Atlantic Boulevard
P. O. Drawer 1300
Pompano Beach, Florida 33061
lamar.fisher@copbfl.com

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

With copy to:

City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351
cityattorney@sunrisefl.gov

Mayor, City of Tamarac
7525 Northwest 88 Avenue
Tamarac, Florida 33321
Harry.Dressler@tamarac.org

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

Mayor, City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326
dsterner@westonfl.org

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



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 7/13/2017
SUBJECT: First Modification to New Mellgren Agreement

Recommendation

Motion to approve the resolution.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

On March 8, 2001 the Town Council authorized the issuance of a Request for Proposal for Development Management and Zoning Code Services. On April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group, Inc. to provide such services. On September 15, 2014, pursuant to Resolution No. 2014-053, the Town entered into a new Agreement with The Mellgren Planning Group, Inc.. The new Agreement is set to expire on September 30, 2017. This modification seeks to extend the agreement until September 30, 2020.

Fiscal Impact/Analysis

If approved, the extension will provide for a \$5 increase in the hourly fees charged only to applicants for services performed by the Principal/Associate Principal (\$150 Per Hour), Planner (\$100 Per Hour), or Administrative/Clerical personnel as outlined in the original contract. Due to cost recovery, these fees are not incurred by the Town. All work performed directly for the Town shall remain at the current rate.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/3/2017	Resolution

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIRST MODIFICATION TO THE AGREEMENT WITH THE MELLGREN PLANNING GROUP, INC.; EXTENDING THE AGREEMENT FOR AN ADDITIONAL THREE (3) YEAR TERM; ADJUSTING THE APPLICANT FEE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 8, 2001 the Town Council authorized the issuance of a Request for Proposal for Development Management and Zoning Code Services; and

WHEREAS, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group, Inc.; and

WHEREAS, on September 15, 2014, pursuant to Resolution No. 2014-053, the Town entered into a new Agreement with The Mellgren Planning Group, Inc.; and

WHEREAS, the new Agreement is set to expire on September 30, 2017; and

WHEREAS, both parties are desirous of extending the Agreement for an additional three (3) year term; and

WHEREAS, to cover its costs, The Mellgren Planning Group, Inc. is seeking to increase its applicant rates by Five Dollars (\$5.00) per hour, while maintaining the Town's hourly rate;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the First Modification to the Agreement with The Mellgren Planning Group, Inc., as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the First Modification to Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such

modifications, additions and / or deletions, which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective on October 1, 2017.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this ____ day of _____, _____ on a motion by

_____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, MMC, Assistant Town Administrator, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

114207898.1

EXHIBIT "A"

**FIRST MODIFICATION TO THE AGREEMENT BETWEEN
THE MELLGREN PLANNING GROUP, INC.
AND
THE TOWN OF SOUTHWEST RANCHES
FOR
PLANNING, ZONING, & LAND USE SERVICES**

THIS FIRST MODIFICATION is made and entered into this ____ day of July, 2017 by and between the TOWN OF SOUTHWEST RANCHES, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "TOWN") and the Mellgren Planning Group, Inc. (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, on March 8, 2001 the Town Council authorized the issuance of a Request for Proposal for Development Management and Zoning Code Services; and

WHEREAS, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group, Inc.; and

WHEREAS, on September 15, 2014, pursuant to Resolution No. 2014-053, the Town entered into a new Agreement with The Mellgren Planning Group, Inc.; and

WHEREAS, the new Agreement is set to expire on September 30, 2017; and

WHEREAS, both parties are desirous of extending the Agreement for an additional three (3) year term; and

WHEREAS, to cover its costs, The Mellgren Planning Group, Inc. is seeking to increase its applicant rates by Five Dollars (\$5.00) per hour, while maintaining the Town's hourly rate.

NOW, THEREFORE, in consideration of the sum hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein.

2. Section 2.1 shall be amended to read as follows:

2.1 The instant Contract shall commence October 1, 2014, and shall expire on September 30, ~~2017~~ 2020. This Contract is renewable upon the consent of both parties.

3. Exhibit "A" of the Contract, entitled "Hourly Fees For Service" shall be amended to read as follows:

Hourly Fees For Service

Principal/Associate Principal:	\$145 <u>\$150</u> /hour*
Planner:	\$95 <u>\$100</u> /hour*
Administrative/Clerical:	\$40 <u>\$45</u> /hour*

* All work performed directly for the TOWN shall remain at \$125/hour for Principal/Associate Principal (Michele Mellgren/Jeff Katims), \$85/hour for Planning Assistant (~~Elizabeth Tsouroukdissian~~), \$60/hour for other Planners, and \$40/hour for Administrative/Clerical intake.

4. All other Sections shall remain in full force and effect.

[Signatures on Following Page]

FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE MELLGREN PLANNING
GROUP, INC. AND THE TOWN OF SOUTHWEST RANCHES

WITNESSES:

CONTRACTOR:

THE MELLGREN PLANNING GROUP, INC.

By: _____
Michele Mellgren, President

_____ day of July, 2017

TOWN:

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor

_____ day of July, 2017

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith A. Poliakoff, Town Attorney

114207898.1

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

June 8, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO MOVE ITEM 10 TO THE BEGINNING OF THE MEETING.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE TOWN OF DAVIE FOR THE DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

3. SEAB Scholarship Award Winners - Kathy Sullivan, Chair

4. Public Comment

The following members of the public addressed the Town Council: Mary Gay Chaples, David Kuczenski, and Bob Hartmann.

5. Board Reports

Mary Gay Chaples, Chair of the Recreation, Forestry, and Natural Resources Advisory Board requested that the Town Council ask Weekly Asphalt Paving to clear the last acre at the Country Estates Park since they had equipment on scene as part of the ballfields improvement. The Town Council directed Town Administrator Berns to contact Weekly and ask for a price to complete this task.

Bob Hartmann, Chair of the Drainage Infrastructure Advisory Board (DIAB), spoke of the recent rains and commented on the conditions after the rains on SW 185 and SW 186th Avenues. He felt that projects have made an impact as the roadways drained as intended. He asked that the Town continue to make drainage projects a funding priority in future budget cycles.

6. Council Member Comments

Council Member Jablonski indicated that Summer Solstice at the Sunshine Ranches Equestrian Park would be held on June 21st. On June 24th a Ham Radio demonstration would also be held at the Park. At Rolling Oaks Park on June 24th the History of Rum event would be held at 6 pm which will explain the history of rum in the Caribbean. He advised that the Household Hazardous Waste event would be held on July 8th from 8 am to 2 pm. He announced that the deadline for submission of photos for the Town's photo contest was July 15th. He also advised that a new event, Bingo at the Barn, would be held on the 12th of August. He thanked Assistant Town Administrator/Town Clerk Muñiz for developing the Town's official YouTube Channel, as well as Twitter account.

Vice Mayor Breitkreuz advised that the Town was approved for \$340,000 in the recently adopted State Budget for drainage projects. He believed these projects would benefit the entire Town. He recognized the efforts of Southern Strategies Group, the Town's legislative lobbyist, for their efforts in getting requested Town projects funded. Lastly, he spoke about the DIAB meeting held the night before. They discussed gaps in our permit process that may allow structures that were originally proposed, not be erected as originally intended. Various options were discussed including a drainage final inspection, and stamps on the plans that would state that the Town could go back 3-5 years to ensure that drainage improvements were completed. Mayor McKay suggested that any changes on the plans noted by CAP should require an additional review by the Town Engineer. Mayor McKay also noted that the removal of invasive trees is another area of concern. He requested that Town Administrator Berns and Assistant Town Administrator/Town Clerk Muñiz look into these issues further. Lastly, Vice Mayor Breitkreuz spoke about the removal of Newell Hollingsworth as the Chair of the Comprehensive Planning Advisory Board. He did not feel it was just. He felt that no one else in the Town could adequately fill that role and therefore reappointed him.

Mayor McKay asked Town Administrator Berns to place the removal of Newell Hollingsworth as Chair of the Comprehensive Planning Advisory Board back on the next agenda. He asked Town Attorney Poliakoff if the Town Council had the authority to remove a board member as chair of an advisory board. Town Attorney Poliakoff indicated that if there was majority support to do so then it could be done.

Mayor McKay requested that a resolution be brought forward at a future meeting that would amend the procedure for appointing members of the Town's advisory boards back to the way it once was which would require the approval of all board appointments by an affirmative vote of the Town Council. He also asked that a resolution be brought forward that would allow the Town Council to remove a chair of an advisory board.

Council Member Jablonski made a motion to allow the appointment of Newell Hollingsworth to the Comprehensive Planning Advisory Board, but not as Chair. As no second was received he withdrew his motion.

Town Attorney Poliakoff believed a majority of the Town Council wanted to retain their ability to appoint their own board members. To balance what was requested, he suggested that the boards select their chair and operate under rules of decorum. However, a resolution could be crafted that should a chair violate those rules of decorum, the Council will retain their ability to remove the chair for the remainder of that term by a majority vote of the Town Council. Vice Mayor Breitkreuz asked that this resolution appear at the next meeting. Town Attorney Poliakoff summarized that at the next meeting two resolutions would appear. The first resolution would deal with the appointment and removal of advisory board members, and the second would allow the Council to remove a board chair.

7. Legal Comments

Town Attorney Poliakoff provided an update on the recent deposition of Town Administrator Berns in the CCA v. Pines case. He advised that the new agreement for Solid Waste and Bulk collection with Waste Pro was completed and would appear at the June 22nd meeting. He also advised that the Fire and Police agreement with Davie approved at this meeting would provide cost stability for potentially the next 10 years.

8. Administration Comments

Town Administrator Berns thanked Town Attorney Poliakoff and staff for their efforts relative to the solid waste contract with Waste Pro and the Fire and Police contract with the Town of Davie. He spoke of his deposition. He advised that the Town would be receiving \$340,000 from the State for drainage projects. He thanked the Town's lobbyist Southern Strategies Group. He commended Assistant Town Administrator/Town Clerk Muñiz for creating the YouTube Channel and Twitter account. He further advised that the Town would be establishing a Facebook page in the near future. Council Member Jablonski asked that the Town use Rapid Notify sparingly and only during business hours when not an emergency. Mayor McKay asked about provisions in the waste contract to address the leakage of hydraulic fluid. Town Administrator Berns and Town Attorney Poliakoff indicated that the proposed contract addresses those issues and there were substantial penalties for non-compliance.

Ordinance - 1st Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AMENDMENTS TO THE TOWN'S CHARTER; PROPOSING TO AMEND ARTICLE IV "LEGISLATIVE", BY ADDING SECTION 4.10 ENTITLED "LONG TERM LEASE OR SALE OF PROPERTY OWNED BY THE TOWN" TO PLACE RESTRICTIONS ON THE SALE OR LONG TERM LEASE OF PROPERTY OWNED BY THE TOWN, EXCLUDING RIGHTS-OF-WAY, PROPERTY LESS THAN THE MINIMUM LOT SIZE REQUIREMENT, PROPERTY THAT WAS ACQUIRED THROUGH FORECLOSURE, AND PROPERTY, NOT LOCATED WITHIN OR ADJACENT TO A TOWN PARK, THAT WAS SPECIFICALLY ACQUIRED FOR RE-SALE OR LEASE PURPOSES; PROPOSING TO AMEND ARTICLE V "QUASI-JUDICIAL", BY AMENDING SECTION 5.01 TO REQUIRE THE UNANIMOUS VOTE OF THE ENTIRE COUNCIL FOR ALL LAND USE AND QUASI-JUDICIAL ITEMS; DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AT THE ELECTION OF NOVEMBER 6, 2018; ENACTING A ZONING IN PROGRESS FOR THE TOWN COUNCIL TO ACT IN ACCORDANCE WITH THESE BALLOT MEASURES UNTIL THEY ARE VOTED UPON BY THE ELECTORATE; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Breitkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO PLACE ON THE BALLOT THAT IT REQUIRES 5 AFFIRMATIVE VOTES PLUS 50% + 1 REFERENDUM BY THE VOTING PUBLIC FOR SALE OR LEASE ON PROPERTY NOT ALREADY DESIGNATED AS AN EXEMPTION.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Jablonski and passed by 3-2 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, and Vice Mayor Breitkreuz voting Yes, Council Member Schroeder, and Mayor McKay voting No.

MOTION: TO NOT ALLOW LAND USE CHANGES AND QUASI JUDICIAL ITEMS WITHOUT THE AFFIRMATIVE VOTE OF THE FIVE MEMBERS OF THE TOWN COUNCIL.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE ORDINANCE INCLUSIVE OF AMENDMENTS.

- 11.** Approval of Minutes
- a. April 27, 2017 Regular Meeting
 - b. May 11, 2017 Regular Meeting
 - c. May 25, 2017 Regular Meeting

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE MINUTES.

- 12. Adjournment** – Meeting was adjourned at 9:30 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 13th day of July, 2017.*

Doug McKay, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.